

## **GENERAL TERMS TO THE MERCHANT PROCESSING APPLICATION FORM (INCLUDING THE PRIVACY STATEMENT AND CONSENT AND THE OPERATING GUIDE)**

These Terms (“**Term**”/ “**T&C**”) provides for First Data (India) Private Limited’s (“**We**”, “**Us**”, “**Our**”, “**Fiserv**”) General terms and condition, E-Com terms, other Payment Method (“**OPM**”) terms, the Privacy Statement and Operating Guidelines. By accessing our website or by using our mobile app or downloading any content or using any part of Services, you, the merchant (“**You**”/ “**Your**”/ “**Merchant**”) shall deem to have accepted this Terms. The Merchant is expected to read these Terms to understand the mutual rights and obligations of each Party for the purposes of the Services. These Terms may be revised from time to time by Fiserv. Please read these Terms carefully. Under no circumstances shall Fiserv be held liable, if You fail to clearly read and understand these Terms or any amendments or update thereof. Fiserv and You/Yourself shall be individually referred to as “**Party**” and collectively as “**Parties**.”

### **1. EQUIPMENT, CONSUMABLES AND GETTING STARTED**

#### **1.1. Site preparation and installation**

You will at Your own cost prepare Your site(s) for the equipment including installation, repairing or maintenance of any telecommunication lines (for example standard PSTN line or PABX system) and power supply circuits needed for a POS Terminal. Each site is governed by the terms of the Transaction Documents as varied in writing from time to time. Additional sites may only be added by an agreement and upon the signing of additional documentation agreed between You and Us.

#### **1.2. Own Equipment**

If Your Application indicates that You will utilise Your own Equipment:

- (a) such Equipment must comply with all regulations, policies and certification procedures specified by Fiserv and as per applicable laws from time to time; and
- (b) You are solely responsible for maintaining, repairing, and replacing Equipment, and You agree to indemnify Us including Our directors, shareholders, officers, Employees, representatives, and agents, as the case may be, from and against any losses, liabilities, damages and expenses arising out of the use of Your own Equipment.

#### **1.3. Supplied Equipment**

Any Equipment supplied by Fiserv will be delivered and installed at the site designated by You in the Application. Any Supplied Equipment remains the personal property of Fiserv at all times and will not under any circumstances be considered to be affixed to Your premises or be considered to be Your property.

#### **1.4. Use**

You must:

- (a) ensure that the Supplied Equipment is only operated by competent and qualified personnel in accordance with any operating instructions furnished by Fiserv or the manufacturer and only for the purposes contemplated under the transaction documents;
- (b) keep the Supplied Equipment safe at all times and notify Fiserv immediately in writing of any damage to or loss of such Equipment.

- (c) not lease or sublease or transfer or encumber in any manner whatsoever the Supplied Equipment, or give anyone any rights or interests in the Supplied Equipment;
- (d) not remove, disconnect, relocate, modify or in any way alter any Supplied Equipment without Fiserv's prior written consent;
- (e) only use supplied stationery for processing and banking card transactions accepted under the Transaction Documents. If You need more stationery, You can purchase it by contacting Customer Service;
- (f) contact Customer Service if You require additional Equipment. There may be additional costs or fees charged to You in connection with any new Equipment ordered;
- (g) keep the Supplied Equipment adequately insured against loss by fire, theft, and all other hazards (comprehensive coverage), at all times. Such insurance(s) will name Fiserv as the owner of the Supplied Equipment, as additional insured and as loss payee. Such insurance shall be non-contributory with any other insurance carried by Fiserv's and upon Fiserv's request, You shall furnish copy of insurance policies. You are responsible for the replacement value of any lost, stolen, or damaged Supplied Equipment. The loss, destruction, theft of or damage to the Supplied Equipment shall not relieve You from Your obligations under the terms of the Transaction Documents.

Fiserv or its agents may enter Your premises at any time to install, inspect the condition of, replace or repair the Supplied Equipment and any Software update as defined in clause 1.5 (Maintenance).

### **1.5. Maintenance**

If an item of Supplied Equipment appears to be defective, You must immediately call the Fiserv's Help Desk on the number provided from time to time which will be available 24 hours, 7 days a week. Fiserv will:

- (a) provide general support, assistance, and advice regarding the technical and operational feature of the Supplied Equipment; and
- (b) use best endeavours to identify and rectify faults/provide functionality updates in the Supplied Equipment including Software via remote access or on-site support and maintenance as may be appropriate (in which case You must allow Fiserv's representatives at any reasonable time during business hours to enter Your premises for the purposes of inspecting, examining, or repairing the Equipment.

In providing maintenance services, Fiserv will use best endeavours to meet the response times set out in the Application. Fiserv shall not be liable for any delay or any damage which cannot be rectified by Fiserv. You agree to pay the maintenance fees set out in the Application.

### **1.6. Software Licence**

Fiserv owns, or has appropriate licences to use and sublicense, all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Supplied Equipment (together "**Software**"). You are granted a non-exclusive, non-transferable and limited licence to use the Software in Your operation of the Owned/Supplied Equipment for the term of the arrangement under the Transaction Documents. You must not reproduce, communicate, modify, or reverse engineer the Software. You must not give any third- party access to the Software without Fiserv's

prior written consent or transfer or sublicense any Software at any time. In case Fiserv does not respond to a request for granting access to any third- party, the request shall be deemed to be rejected, and the decision of Fiserv in this regard shall be final and binding. Where Fiserv provides maintenance, Fiserv consents to You giving Our service provider access to the Software.

### 1.7. Consumables

When You commence receiving the services, You will be supplied with receipt/paper rolls for the Equipment. You must only use those receipt rolls for “Card Transactions” and otherwise as directed by Fiserv. You must store the receipt rolls as directed and return any unused receipt rolls within 3 (Three) months.

## 2. PROCESSING REQUIREMENTS

### 2.1. Exclusive provider and Your promotional obligations

- (a) During the term of the arrangement under the Transaction Documents, Fiserv will be Your exclusive provider of the Services..
- (b) You agree:
  - (i) to display prominently any decals, insignia, advertising or promotional materials (**Marketing Materials**) supplied to You by Fiserv in relation to the Services;
  - (ii) not to alter or damage any Marketing Materials; and
  - (iii) that if You conduct an Internet/e-commerce business, that the use of the Services is not an endorsement of Your business by Fiserv and to display a notice to that effect on Your website.

### 2.2. Transaction procedures

- (a) You must follow all procedures and requirements relating to Card Transactions set out in the regulations framed by the Reserve Bank of India (“**RBI**”) from time to time and the Transaction Documents, including complying with the Operating Guide and applicable Card Scheme Rules, as amended from time to time. If there are any inconsistencies between these General Terms and the Operating Guide, these General Terms prevail. If there are any inconsistencies between these General Terms and applicable laws, then applicable laws shall prevail.
- (b) To process Transactions correctly:
  - (i) You must accept any Card type listed on Your Application, but You must not favour one Card type over another and not discriminate between Cardholders;
  - (ii) You must only process Transactions if the Cardholder has received the goods or services from You, unless the Cardholder has agreed to receive them later;
  - (iii) You must not split a single sale into more than one Transaction;
  - (iv) You must not process a Transaction after receiving a decline response, and must stop accepting any Card as soon as Fiserv tells You to do so even if Fiserv does not give any reason in this regard;

- (v) You must not give a cash Refund for a Card purchase, and any Refund must go back to the same Card account used for the purchase Transaction;
  - (vi) all details on the Sales Receipt must be true;
  - (vii) the Card Transaction must not be subject to any dispute, set-off or counterclaim;
  - (viii) You must have no knowledge or notice of any fact or circumstances which would indicate that the Card Transaction was fraudulent or not authorised by the Cardholder;
  - (ix) You must not use any other merchants or terminal in case Your Equipment is not functioning. You can call the Fiserv Customer Service and take an authorization code for such Transactions.
  - (x) the Card Transaction must not be a payment for goods or services that violates a law that applies to You or the Cardholder or for goods and services outside the description of Your business;
  - (xi) Cash advances are not permitted on Credit Cards or Debit Cards unless and until We tell You otherwise;
  - (xii) You must not manually key a Transaction if a Card does not swipe correctly through Your Equipment;
  - (xiii) You cannot conduct mail order/telephone order Card Transactions unless Fiserv specifically authorize You and then only in accordance with the Operating Guide;
  - (xiv) You must not attempt to levy a service charge for use of a Card and must not set any minimum Transaction limit for the use of a Card;
  - (xv) You must process any Chip-enabled Card as a Chip Card Transaction and not attempt to process a Chip-enabled Card using the fallback voucher option; and
  - (xvi) All Card Transactions must be made in accordance with applicable laws, the terms of the Transaction Documents, including the applicable Card Scheme Rules and the Operating Guide.
- (c) No Transaction Charges to be levied on Cardholders: Pursuant to circular No: DBS. CO. PPD No. 3578 /11.01.005/2013-14 from the Reserve Bank of India, 'On the extra charges levied by Merchants on customers making payments through Debit Cards', You agree that You will not levy any Transaction charges on Debit Card Transactions done by Cardholders at POS Terminals. In this regard, You also agree that You will display appropriate stickers/signage stating "No extra charges levied on Debit Card usage at POS".
- (d) You unconditionally agree and accept that any dispute or liability arising between You and the Cardholder or any third party with regards to the quality, quantity, merchantability, timely delivery, fitness for the purpose, whether partially or fully or any such other dispute arising with respect to goods and services as dealt by the transaction under consideration shall be dealt solely by and between Cardholder and You without involving Fiserv in the dispute under any circumstances. Fiserv does not make any warranty with regards to the quality, quantity, merchantability, timely delivery, fitness for the purpose with regards to any goods and/or services

which form the subject matter of the Card transaction between You and the Cardholder and shall not be liable or called into question in respect of the same under any circumstances.

### **2.3. Transaction records**

You must:

- (a) immediately provide Fiserv with Your records unless otherwise specified, and all information and assistance that Fiserv may reasonably require, relating to any Card Transactions when Fiserv requests them;
- (b) keep in a secure manner all Transaction records (for example – Transaction charge slip, sales invoices etc.) for at least 18 (Eighteen) months from the date of Delivery of the goods or services in case a Cardholder disputes the Transaction; and
- (c) give Fiserv within the stipulated time, a clear and legible copy of any voucher or other Transaction record that Fiserv asks for (otherwise the Transaction may be charged back to You); and
- (d) immediately stop accepting Cards as and when notified to You by Fiserv.

### **2.4. Invalid Transactions**

A Transaction is invalid and may be Charged Back if:

- (a) the Card was not valid at the time of the Transaction (for example, the Card has expired, is not yet valid, or has been cancelled, altered or revoked);
- (b) there is no signature on the Sales Receipt or the signature on the Sales Receipt is different to that on the Card;
- (c) the Sales Receipt has been altered without the Cardholder's authority;
- (d) the Sales Receipt or batch file is incomplete, in an incorrect file format or is not presented to Fiserv within the relevant timeframe;
- (e) it was processed to any Card issued in Your name, or of a partner in, or director or other officer of Your business, or the spouse or member of the immediate family or household of any such person;
- (f) Authorisation for the Transaction was declined for any reason or was not obtained by You at all;
- (g) it represents the refinance of an existing debt or the collection for dishonoured cheque;
- (h) it is for any reason unlawful or unenforceable;
- (i) You use a manual sales voucher in circumstances where Your Equipment is operational. Any manual sales vouchers must be forwarded to Fiserv within 3 (Three) days of the Card Transaction;
- (j) it is not processed in accordance with Clause 2.2, (Transaction Procedures) the Operating Guide or any other term under the Transaction Documents;
- (k) the sale price was in excess of the floor limit and no prior approval thereof was obtained from Fiserv;  
or

(l) for any other reason as may be specified under Card Scheme Rules from time to time.

You must not issue a credit which does not have a previous offsetting sale. Fiserv record of each Authorisation code issued and of the amount authorised under a Transaction shall be conclusive in the absence of manifest error. However, the requirement of Authorisation is solely for Fiserv protection and does not constitute any warranty or representation by, or give rise to any variation, waiver, or estoppel of whatsoever nature against Fiserv, in relation to any Transaction.

### 3. SETTLEMENT OF CARD TRANSACTIONS

- (a) Fiserv as a regulated payment aggregator entity has entered into arrangement with various acquiring banks and shall only settle the Transactions carried out using the Card, the types of which are specified in Your Application. The Parties agree that Fiserv shall be responsible for the settlement of Credit Card / Debit Card / Card Transactions in accordance with the Card Scheme Rules as shall be applicable from time to time.
- (b) You shall be required to maintain one or more bank accounts ("**Settlement Account**") with approved financial institution/s, which shall be used for the purpose of payment of the Transaction amount less Merchant Service Fees ("**MSF**"), goods and services tax on MSF and Withheld Transactions into the Settlement Account. We will endeavour to pay such amounts into the Settlement Account within the timeframes required by law and Card Scheme Rules after the date of settlement of the Transaction. However, no interest is payable and We shall not be liable for any delay if amounts are not paid within these target timeframes. To the extent permitted by law, Fiserv reserves the right to initiate credit and debit in the Settlement Account in connection with this arrangement under the Transaction Documents. If You intend to change Your Settlement Account, You must notify Fiserv in writing and initiate a new payment instruction in relation to Your new Settlement Account on the terms contained in the Transaction Documents and the change in the Settlement Account shall be effected within 30 (Thirty) days of receipt of Your notice.
- (c) Subject to the terms of the Transaction Documents, Fiserv will pay into Your Settlement Account(s), after the presentation of a Sales Receipt by You to Fiserv pursuant to the Operating Guide, the value of all valid Transactions processed by You since the last payment/credit to Your Settlement Account, less MSF, service tax on MSF and Withheld Transactions and/or any refund Transactions, Chargebacks or other debits You processed and after deducting any additional fees or pricing set out in the Transaction Documents and any indirect tax including service Taxes as applicable. Note that Transactions submitted for processing after close of business of Fiserv will be processed the next Business Day.
- (d) We shall not be liable, in any manner, for any delays in receipt of funds or errors in debit and credit entries caused by third parties including without limitation a Card Scheme, Your financial institution, couriers or any failure in the electronic fund transfer system or telephone lines.
- (e) For each month that You process a Transaction, Fiserv will send You a monthly statement (and if agreed with You for the fee set out in Your Application form, a daily electronic statement) and daily payment advice via email (if You have provided Your email address to Fiserv) showing all Transactions processed through Your Merchant processing facility since the time of the last statement.
- (f) If You believe any adjustments should be made with respect to Your Settlement Account(s), You must notify, in writing, Fiserv within 60 (Sixty) Business Days after any debit or credit is or should have been effected.
- (g) By providing information to Us, You unconditionally represent and warrant that the information is true, up to date and accurate and acknowledge that Fiserv shall rely on that information, including Sales

Receipts. Fiserv shall not be responsible for any liability arising in case any information provided by You is found to be false or inaccurate.

- (h) Fiserv reserves its right to outsource any of its functions under the Transaction Documents to a third-party service provider as shall be decided by Fiserv at its sole discretion and You shall have no claim whatsoever in this regard.

#### **4. AUDIT RIGHTS BY REGULATOR, CARD SCHEMES AND LAW ENFORCEMENT**

On request, You agree to provide to any Regulator / Statutory or Competent Authority including the Reserve Bank of India, access to, inspection rights and access to examine, at Your premises or any premises related to the conduct of Your business, books, records, documents (including but not limited to Card Transaction information) and such other information, systems, procedures and protocols as may be required by the Regulator / Statutory or Competent Authority within the time period stipulated by such Regulator/Statutory or Competent Authority.

#### **5. INFORMATION**

##### **5.1. Cardholder Information**

- (a) You acknowledge that Cardholder information derived from a Card Transaction (including the names, addresses and Card account numbers of Cardholders) is confidential and constitutes personal information for the purposes of any applicable data protection legislation. Further, You are prohibited from storing any Card account number or any actual Card data in any form or manner whatsoever. This clause 5 (Information) survives termination of the arrangement under the terms of the Transaction Documents.
- (b) Without limiting the above, and unless otherwise permitted or required by law, You must:
  - (i) only use Cardholder information for the purposes of authorising, completing and settling Card Transactions and resolving any Chargebacks;
  - (ii) not provide (other than to Us, that is Fiserv or if required to do so by applicable law), buy, sell, transfer or exchange a Cardholder's name or information in any form;
  - (iii) not store any Cardholder information including Card data and Card account number at any time in any form or manner whatsoever other than as permitted under the applicable laws including Tokenization Regulations (defined below). For the purposes of storing the limited data pursuant to Tokenization Regulations, You must use proper controls for all such information, and limit access to selected Employees strictly on a need to know basis. Such Employees to whom such access is given must also keep records containing Cardholder information confidential at all times. [You may sign non-disclosure agreements with such Employees.];
  - (iv) after the period for which You need to retain the records has ended, destroy the records and any information in a way that ensures any Card details are unreadable and irrecoverable; and;
  - (v) provide to Us relevant access to, inspection rights and access to examine documents, instruments and notes (or any part thereof); and/or provide to Fiserv the aforesaid documents, instruments and notes (or any part of them) for our own use and verification and/or our account to Associations, for such period of time as We may deem fit at our absolute discretion, all from time to time and at any time. You will, upon our reasonable prior notice,

provide to Us all documents, instruments, notes, figures, data and information of whatsoever nature at the earliest possible (including but not limited to the Credit Receipts, Sales Receipts and Merchant deposit slips) generated out of, evidencing, arising out of and/or in connection with a Transaction as We may from time to time or at any time request at our absolute discretion and shall not store or use Card data for non-financial Transactions (like loyalty programs), etc.

- (c) You acknowledge that You do not own or have the right to use any information relating to and derived from Card Transactions, except otherwise provided herein. During the term of the arrangement under the Transaction Documents, You may only use, store, copy and disclose Transaction data as necessary for the purposes of assisting Us and the relevant Card Scheme to complete the Transaction, supporting any loyalty program associated with the Card or Services, providing fraud control services or for purposes specifically required by applicable law. If You use any third party to handle Transaction data, You need to first obtain our prior written consent for such appointment as well as ensure those third parties handle that data in compliance with laws and the provisions contained under the Transaction Documents. Further, You or any third party, directly or indirectly engaged or by You or their Employees shall not store or retain any Card account number and actual Card data in any form or manner whatsoever. You are responsible for the Transaction data handling actions of Your third- party suppliers and shall indemnify Us, that is, Fiserv, for any loss or damage caused due to acts or omissions of such third- party suppliers. You shall ensure that the third- party service providers are compliant with relevant applicable laws, rules, regulations including but not limited to PCI DSS, PA DSS, PCI PED guidelines and such other requirements/regulations as may be applicable.

## **5.2. Your Information**

- (a) You authorise Us to obtain from third parties financial and credit information relating to You, Your directors, officers and principals, as may be applicable, in connection with our determination whether to accept the Transaction Documents and our continuing evaluation of the financial and credit worthiness of You, Your directors, officer and principals, as may be applicable.
- (b) We will handle any information We collect about You, Your directors, officers and principals, as may be applicable, in accordance with Privacy Laws, our privacy collection statements and privacy policies. For Your reference, Fiserv Inc.'s privacy policy is available on the link <https://www.fiserv.com/en/about-fiserv/privacy-notice.html>. We will implement all data security measures required by such laws and policies.
- (c) You, Your directors, officers and principals, as may be applicable, acknowledge and unconditionally agree that information that is collected about You, Your directors, officers and principals, including any information/data relating to the Services provided to You (as may be applicable), or held by Us may be shared by Fiserv (and our respective related bodies corporate which may be located inside or outside India) in connection with the terms of the Transaction Documents and in accordance with Our privacy collection statements and privacy policies, and You consent to such sharing of information. We shall at all times comply with applicable laws in relation to data collected and shared.
- (d) You authorise Us to share information from Your Application (including but not limited to KYC details, transaction details, bank account details etc. between Fiserv and Our respective related entities, service providers, persons under a duty of confidentiality to Us, and also with third- party/s, Affiliates and Associations (which may be located overseas) as relevant to the Transaction.

- (e) You authorise Us to share any information about You, Your directors, officers and principals, as may be applicable, with any court, tribunal, regulatory, supervisory, governmental or quasi-governmental authority which has jurisdiction over Us or Our related entities (which may be located inside or outside of India).
- (f) You irrevocably authorise Us to discharge and/or release to the relevant Card Schemes all or any of the documents (including but not limited to the form and the content of the Transaction Documents), figures, codes, data and information of whatsoever nature which from time to time or at any time You disclose or release to Us and/or We may have access to under or by virtue of Your participation in the Card Schemes, any Transaction contemplated in these Transaction Documents and/or in relation to or in connection with the Transaction Documents; and/or which any Card Schemes may lawfully require Us to provide to it from time to time or at any time.
- (g) You consent that Fiserv may contact You to market their own or third-party partner product/services. Further, You also agree to receive promotions, special offers, service messages and non-marketing communications by post, SMS or WhatsApp messaging to your mobile phone, calls to your phone or by email. Further, You hereby authorise Us to share Your information (including but not limited to KYC details, transaction details, bank account details etc. if required) with such third parties for them to offer their products and/or services to You. In case You wish to unsubscribe or revoke Your consent from such authorisation at any time in future, You can send us an email or contact Our Customer service or use the opt out feature on the communication you receive.
- (h) You agree that Fiserv may use Transaction data obtained from providing the Services to You to fulfil performance obligations under these Transaction Documents and investigate fraud, or suspected fraud, related to Your Transactions. Fiserv may also use Transaction data obtained from providing the Services under Transaction Documents in aggregated and anonymised form (as required by applicable Laws) for research and development, or to provide services generally.

### 5.3. Confidential Information

You and We agree to keep all Confidential Information of the other of You and either of Us, including the terms of the Transaction Documents, confidential and to only use and disclose Confidential Information of the other of You or either of Us as required for the purposes of the arrangement under the Transaction Documents. You acknowledge and agree that it would be difficult to measure the damages that might result from any actual or threatened breach of this clause 5.3 (Confidential Information) and that such actual or threatened breach by it may result in immediate, irreparable and continuing injury to Us and that a remedy at law for any such actual or threatened breach may be inadequate. Accordingly, Fiserv, in its sole discretion and in addition to any other remedies it may have at law or in equity, shall be entitled to seek temporary, preliminary and permanent injunctive relief or other equitable relief, issued by a court of competent jurisdiction, in case of any such actual or threatened breach (without the necessity of actual injury being proved).

### 5.4. Exception

The obligations under clauses 5.2 (Your Information) and 5.3 (Confidential Information) shall not apply to Fiserv with respect to any portion of Confidential Information which:

- (a) is not in writing and marked by You as “**Confidential**” unless it is Personal Information or sensitive personal data as per the Information Technology Act, 2000.

- (b) was at the time received or which thereafter becomes, through no act or failure on the part of such Party, generally known or available to the public;
- (c) is known to such Party at the time of receiving such information as evidenced by Documentation then rightfully in the possession of either Party;
- (d) is furnished to others by the other Party without restriction of disclosure;
- (e) is thereafter rightfully furnished to such Party by a third-party without restriction by that third-party on disclosure; or
- (f) has been disclosed pursuant to an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, without restrictions or other protection against public disclosure; provided, however, that the receiving party will immediately notify the disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the disclosing Party on action or steps to be taken in response to such request, including without limitation, steps to resist disclosure and/or to obtain a suitable protective order.

#### 5.5. Compliance of Data Security Standards:

You shall comply with the provisions contained in Payment Card Industry - Data Security Standards ("**PCI-DSS**"), PA DSS and PCI PED, as published on [www.paymentcardindustry.com](http://www.paymentcardindustry.com) from time to time. As part of PCI DSS obligations among other things, You shall not store Card authentication information (Track 2, Card Validation Value, PIN and PIN Block) and shall also not store valid Card information (Name, Expiry date) in electronic or paper form. Further, You will ensure that no Card account number or actual Card data is stored at any time in any form or manner whatsoever. In addition, You shall carry out quarterly vulnerability scans as prescribed by PCI Security Standards Council ("**PCI SSC**") in Approved Scanning Vendor scan procedures, and send scan reports to Fiserv. As per regulations issued by Visa/ MasterCard/ Amex/ Discover/ JCB, the High- Risk Merchants and Merchants carrying on Transactions above the limits, decided by PCI SSC will have to get their controls validated through an external audit by a Qualified Security Assessor. Fiserv shall reserve the right to impose penalties on You if found in violation of PCI DSS requirements. Fiserv shall issue periodic circulars/notifications to You informing You about PCI DSS requirements. The PCI DSS requirements are subject to change, updation, revision, verification and amendment without any notice. You shall be under an obligation at all times to update and to comply with the revised/ updated/ changed/ amended/ verified PCI DSS requirements and furnish details of such compliances upon request received from Fiserv.

**Security Incidents.** You shall provide notice to Fiserv as soon as possible and without undue delay, not to exceed four (4) hours after You become aware of any evidence that any of the following has or may have occurred (hereinafter referred to as a "Security Incident"): (i) unauthorized or unlawful processing of; accidental or unlawful loss, destruction, damage, theft, alteration or disclosure of, or access to; or unauthorized disclosure or use of, or access to Fiserv Confidential Information; (ii) an incident or event which has adversely affected the security or integrity of the Services and/or Fiserv Confidential Information, including a denial of service attack; or (iii) any other issue which violates this Security Standards. You shall (iv) take action immediately to investigate, identify, prevent, remedy, and mitigate the effects of the Security Incident or suspected Security Incident; (v) take corrective action to stop further unauthorized use or disclosure of, or access to, Fiserv's Confidential Information; and (vi) provide timely and periodic status reports to Fiserv (at least every two hours or as otherwise agreed upon at the time of notification) until the matter has been remediated to Fiserv's satisfaction. You will maintain records of all Security Incidents in accordance with industry practice and law and will make these records available to

Fiserv and any affected Customers upon request. You shall, to the extent permitted by law, submit to Fiserv for review and approval all proposed communications including filings, press releases or reports to parties other than Fiserv regarding the Security Incident or suspected Security Incident, and shall not release or publish such proposed communications without Fiserv's prior written approval (except where required to do so by law). You shall provide a written root cause analysis to Fiserv within five days of resolving or otherwise mitigating a Security Incident in accordance with the terms hereof. You will bear the costs of reproduction or any other remedial steps necessary or advisable to address the security breach, including the costs of notifying or protecting persons whose data has been compromised. If requested by Fiserv, You agree to reasonably assist Fiserv with the testing of its incident management plans involving unauthorized intrusions or other breaches in confidentiality and integrity.

#### 5.6. **Tokenization Regulations Requirements.**

Notwithstanding anything contrary that may be contained elsewhere in these Transaction Documents, You agree that You shall not store any Card number or actual Card data. Any such data stored previously shall be purged. For Transaction tracking and / or reconciliation purposes, You can store limited data – last 4 (Four) digits of the actual Card number and the Card Issuer's name – in compliance with the applicable standards. Further, You undertake to, at all times, comply with the requirements of all the applicable laws and regulations, notifications and guidelines issued by RBI/regulator/Card Scheme/Associations in relation to tokenization including but not limited to the purging of Cards data for guest checkout transactions ("**Tokenization Regulations**") including the Tokenisation Regulations Requirements as laid down under these Transaction Documents or intimated to You separately. You will further ensure that any of Your third-party payment gateway services provider who are providing their services to You, are also in compliance with the Tokenisation Regulations at all times as prescribed by RBI/regulator/Card Scheme/Associations or intimated to You separately.

### 6. **FEES**

- (a) You must pay Fiserv the fees along with applicable indirect taxes including goods and services tax for the Services as set out in the Application, as well as any additional fees or pricing set out in the Transaction Documents. Those fees are payable when the Services are provided. However, Fiserv may at its sole discretion deduct those amounts from the amounts payable to You under the Transaction Documents in accordance with clause 3 (Settlement of Card Transactions) and You provide Your express consent and Authorisation to Fiserv to honour such directions . You agree to the deduction of those amounts and no claim, of whatsoever nature, shall be raised against Fiserv for such deduction. You agree to reimburse Fiserv for the amount of any charges it incurs as a result of any debit to the Settlement Account being rejected.
- (b) The fees for Services may be adjusted by Fiserv:
  - (i) by giving 30 (Thirty) days' prior notice if the actual volume or average Transaction size are not as expected or if You significantly alter Your method of doing business; or
  - (ii) forthwith by giving notice to reflect increases or decreases by Card Schemes or government and regulatory bodies in interchange, assessments and other fees or impositions, or to pass through increases charged by third- parties for online communications and similar items.
- (c) Fiserv may also increase the fees for Services for any other reason by notifying You in writing 30 (Thirty) days prior to the effective date of any such change. However, if You do not agree with such an increase, You may terminate the provision of Services by Fiserv and notify Fiserv in this regard, in accordance with Clause 9.1(d) (Termination).

- (d) Fees and other amounts paid by You to Fiserv for services provided by Fiserv, will be paid along with applicable indirect taxes including goods and services tax.
- (e) Fiserv may charge additional one time only fees for responding to specific requests from You, for example, fees for extra statements, investigations of account activity requested by You, fees associated with dishonoured payments and fulfilling privacy requests. These additional fees may be charged on a time and materials basis or based on the cost of fulfilling such requests averaged across all Merchants and represent additional work required to manage Your account with Fiserv in respect of these requests, which are not part of the Services provided under the terms of the Transaction Documents. For the additional fees that may be charged by Fiserv, refer to the Fiserv website at <https://merchants.fiserv.com/india/>
- (f) Any communication received by You from Fiserv related to pricing or any change thereto on account of any reason such as, introduction of new features and Value Added Services or any other reason, is hereby expressly agreeable to You and shall be binding on You. In the event you do not want to continue with any of the additional Value-Added Services/new features, You shall inform the same to Us in writing. Fiserv hereby assures that no new features or services will be introduced without apprising You about the risks, benefits and liabilities and Your rights, obligations and responsibilities associated thereto.

## **7. TAXES**

In this clause 7 (Taxes), words and expressions which have a defined meaning in the relevant Taxes Act(s) in India have the same meaning as in those Taxes Act(s).

- (a) Unless otherwise expressly stated, all consideration to be provided under the terms of the Transaction Documents is expressed exclusive of Taxes.
- (b) If Taxes are payable by Us on any Services made under the terms of the Transaction Documents, You will pay Us an amount equal to those Taxes payable on the Services.
- (c) This amount will be paid in addition to the consideration for the Services to be provided.

## **8. CHARGEBACKS**

### **8.1. Chargebacks and other liabilities**

- (a) You must compensate and indemnify Us, that is, Fiserv jointly and/or severally including Our directors, officers, shareholders, Employees, representatives and agents, as the case may be, from and against any actions, claims, costs, loss, damages, expenses or liability made against or suffered or incurred by any one or more of Us either directly or indirectly arising out of:
  - (i) a Card Transaction between You and any Cardholder;
  - (ii) all Card Transactions You submit that are charged back;
  - (iii) Your failure to produce a clear, legible and valid Card Transaction record requested by Us within the applicable time limits;
  - (iv) You or any of Your Employees/representatives processing a Transaction with wrong Transaction information;
  - (v) any error, negligence, misconduct or fraud by You or Your Employees/representatives;

- (vi) any dispute over goods or services between You and a Cardholder;
  - (vii) any warranty or representation whatsoever in relation to any goods or services supplied by You;
  - (viii) Your failure to comply with any of Your obligations under the terms of the Transaction Documents;
  - (ix) Any fines or penalties imposed by the Card Schemes in connection with Your use of the Services;
  - (x) any losses suffered by Us as a result that We are indemnifying for Your failures to meet Your obligations under the terms of the Transaction Documents;
  - (xi) for any foreign exchange losses (directly or indirectly) incurred by You or Your customer/client or in the event if any dispute arises between Yourself and Your customers/clients in respect of international Transaction/s, where there would be a difference in original sale/purchase amount and refund amount, Chargeback amount and re-presentment/pre-arbitration amount for a higher amount due to the fluctuation of currency conversion rate between the original Transaction date and date of dispute received. Please make a note, in such cases You will be solely responsible for any such losses and/or gains;
  - (xii) Violation of any applicable law.
- (b) We may refuse to accept any Transaction if it is invalid and may charge it back to You if We have already processed it.
- (c) Your liability in respect of Chargebacks is a debt owed to Fiserv.
- (d) Fiserv reserves the right to exercise its rights under any security it holds from You or in relation to Your indebtedness to Fiserv in respect of Your Chargeback liability and other liability set out in this clause 8.1. (Chargeback and other Liabilities). To the extent permitted by law, Fiserv and its Affiliates shall have the paramount right of combination and set-off and lien irrespective of any other lien or charge present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any account that You hold with Fiserv whether in a single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by / under the control of Fiserv and/or its Affiliate (whether by way of security or otherwise) pursuant to any contract entered/ to be entered into by You in any capacity towards the satisfaction of Your liability under the terms of the Transaction Documents. Fiserv is entitled without any notice to You to settle any indebtedness whatsoever owed by You to Fiserv and/or its Affiliates, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document relating to the Services, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by You with Fiserv notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. Fiserv and its Affiliates rights hereunder shall not be affected by Your bankruptcy, death or winding-up. It shall be Your sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

## **8.2. Debits and set-off**

To the extent permitted by law, Fiserv shall reserve the right to:

- (a) debit Your Settlement Account and/or

- (b) deduct and set-off from settlement funds due to You; and/or
- (c) invoice/raise a debit note to recover from You separately, for any of the following amounts:
  - (i) funds credited to Your account in error;
  - (ii) the amount of any refunds issued (if not already deducted from sums paid by Us to You);
  - (iii) invalid Transactions (including Chargebacks and Our related losses);
  - (iv) Merchant Services fees and any other fees or charges set out in Your Application;
  - (v) fees or penalties or fines imposed by the Card Schemes and any other Regulatory / competent authority resulting from exchanges or Your Chargebacks or from required compliances and / or violation of applicable rules and regulations or Your acts or omissions;
  - (vi) government charges; and
  - (vii) any other amounts then due from You to Us, arising out of or in relation to the terms of the Transaction Documents;

### 8.3. Interest

Fiserv shall also charge interest at the rate which is 18% (Eighteen percent) per annum or such other charges as notified to You on amounts outstanding to Us from You and where there were insufficient funds in Your account to satisfy the above amounts. Interest will be charged from the due date for the payment to the date it is actually paid. If You have an account at Fiserv, then subject to any applicable laws, We may place holds and/or blocks on, and facilitate debits to, such accounts.

### 8.4. Security

Fiserv may from time-to-time request security from You or a guarantor to secure the performance of Your obligations under the Transaction Documents. Notwithstanding anything to the contrary contained herein, Fiserv reserve the right to withhold Your settlement funds at its/their own discretion depending upon the risk exposure on Your account and their monitoring, and such withheld amount shall constitute as the security under this clause. Further, You agree to do all things necessary to put in place enforceable security as requested by Fiserv. You agree to the following clauses in the event Fiserv requires You to place a security:

- (a) You shall maintain a Reserve Account with an approved financial institution and basis Your consent/declarations ("**Reserve Account**") on the basis of requirement from Fiserv authorize Fiserv to credit or debits the Reserve Account on the terms set out in this clause 8.4 (Security).
- (b) Fiserv may, in its absolute discretion, including after a regular review of Your utilization of the Merchant acquiring facility under the Transaction Documents, require by notice to You, that a portion of the value of any Card Transactions payable to You in accordance with clause 3(c)(Settlement of Card Transaction), be deposited into the Reserve Account. You irrevocably hereby authorize Fiserv to pay such funds into the Reserve Account and shall not hold Fiserv liable Fiserv under any circumstances whatsoever for such request. Fiserv will provide You with a record of any such funds deposited.

- (c) You acknowledge that any contribution to the Reserve Account may be used for any sum, charges, interest, or any other amount due by You to Fiserv under the Transaction Documents.
- (d) Any funds paid into the Reserve Account in accordance with paragraph (b) represent a debt owed by Fiserv to You and Fiserv shall not be held by Fiserv on trust for You.
- (e) You authorise Fiserv to set-off all or part of the monies owing to You under this clause 8.4 (Security) against any outstanding obligations You have to Fiserv under these Transaction Document or any other agreement including, without limitation, any obligation under clause 8.1(a)(ix) (Chargeback and other Liabilities) and notwithstanding that the arrangement under the Transaction Documents may have terminated. Such repayment is not a waiver of Fiserv's right to require further deposits by You into the Reserve Account.
- (f) Monies deposited into the Reserve Account or any withheld settlement amount under this clause 8.4 (Security) will not accrue interest.
- (g) Fiserv may in its absolute discretion repay to You all or part of any money deposited by You or on Your behalf into the Reserve Account. Such repayment is not a waiver of Fiserv' right to require to take further deposits from You into the Reserve Account from time to time.
- (h) Any funds lying in the Reserve Account and/or any withheld settlement amounts will be repaid to You by Fiserv within the greater of 18 (Eighteen) months following termination of the arrangement under the Transaction Documents or such longer period of time as is consistent with Our liability for Card Transactions in accordance with the Card Scheme Rules.

#### **8.5. Financial and Other Information**

- (a) Upon request, You will provide Us with such copies of financial accounts (including management accounts) immediately (unless otherwise specified), prepared in accordance with generally accepted accounting principles, trading terms, supplier invoices, Customer contracts, product information and other such Documentation or information concerning Your business as We request to assist Us with Our determination as to whether to enter into the Transaction Documents or any other arrangement with You, or with Our continuing evaluation of Your financial and credit status.
- (b) You must notify Us in writing immediately of any change in circumstances affecting Your business including any Insolvency Event, Change in Control or change in business name, business address, legal status, or other business details. We reserve the right to discuss the basis on which the Services can continue to be provided to You if in Our reasonable opinion the status of Your business has changed for any reason. Our decision shall be final in this regard.

#### **8.6. Refunds**

If a Cardholder claims a Refund, in order for Us to process a Refund to the Cardholder's Card, You must provide a cheque or transfer such amount in favour of Fiserv for the amount of the Refund within 2 (two) Business Days from the date of receipt of request from Fiserv.

### **9. ENDING THE ARRANGEMENT UNDER THE TRANSACTION DOCUMENTS**

#### **9.1. Termination**

- (a) We may terminate the arrangement under the Transaction Documents immediately and then notify You if any of the following events of default occur (or We may elect, at Our sole discretion, to temporarily suspend Your Card payment facility until such events of default are remedied):
- (i) there is fraud or suspicion of fraud or other criminal activity or invalid or illegal Card sales by You, excessive Chargebacks or any other circumstances which, in Our sole discretion, may increase Our exposure to financial or security risk;
  - (ii) We have reasonable grounds to suspect any activities conducted by You is in the nature of or similar to Money Laundering;
  - (iii) We are notified that You or Your directors appear in Visa's National Merchant Alert Service (NMAS) or MasterCard's Member Alert to Control High Risk (MATCH) list;
  - (iv) there occurs any material adverse change in Your business, financial condition, business procedures, prospects, goods or services;
  - (v) You suffer an Insolvency Event;
  - (vi) there is a Change in Control in You or Your corporate parent;
  - (vii) You use the Service in any manner, or in furtherance of any activity, which constitutes a violation of any applicable law or regulation, or which may result in fraud on any person or which may cause Us to be subject to investigation, prosecution or legal action;
  - (viii) You are in partnership and the partnership ends or You as sole proprietor die (in which case notice will be sent to Your personal representative (if any) basis the information available);
  - (ix) You change the Settlement Account, other than as permitted by the Transaction Documents;
  - (x) You process a Card Transaction for Your own Card or a Card belonging to Your family members, relatives or known connections, without the sale of any goods or services;
  - (xi) Your activities are or are likely to have, in Our opinion, a material impact on Our business, commercial arrangement, reputation and/or goodwill;
  - (xii) Your business or Your activities contravene any Indian or other national or international laws or regulations or any codes of practice that We may adopt from time to time and provide You notice of, or which otherwise relate directly or indirectly to matters that We may view from time to time, as being objectionable in kind or nature or which related to matters on which applicable law is not clear or is not regulated; or
  - (xiii) any of Your representations or warranties in the Transaction Documents are breached or are found to be incorrect or inaccurate when made or deemed to be made; or
  - (xiv) You breach any term of the Transaction Documents.
- (b) You acknowledge that under Visa's Scheme Rules and MasterCard Scheme Rules, Visa and MasterCard have the right to direct amendment or termination of the arrangement under the Transaction Documents.

- (c) We may also terminate the Transaction Documents without cause upon 7 (Seven) days' written notice to You.
- (d) You may terminate the term of the Transaction Documents on 30 (Thirty) days' written notice if Fiserv notify You of, (i) an increase in the fees for Services; or (ii) any new fees or levy of fees due to any Value Added Services/feature enablement; or (iii) modification in the terms of the Transaction Documents, which materially increases Your obligations or diminishes Your rights, and You provide notice of termination within 30 (Thirty) days. Subject to clause 6(f) (Fees), please note that Your continued use of the Services including Value Added Services/feature enablement after that date will be deemed acceptance of the increased fees for Services and/or any levy of fees due to a Value Added Services/feature enablement or modification of the terms, throughout the remaining term of this arrangement.
- (e) If the terms of the Transaction Documents ends, and:
  - (i) all amounts payable under the Transaction Documents become immediately due and payable in full on demand;
  - (ii) You must not process any Card Transactions through Us and We have no further obligations to accept Transactions from You after the termination date;
  - (iii) any rights and obligations of Us which arose before the termination date will continue, including:
    - a. Your obligations to pay or reimburse Us for any obligations associated with Transactions You have submitted to Fiserv; and
    - b. Your responsibility to Fiserv for all Chargebacks, fees, Refunds, adjustments or any other amount payable by You to Us resulting from Card Transactions processed under the Transaction Documents and all other amounts then due by You to Us or which thereafter may become due under the Transaction Documents.
- (f) We may advise the Card Schemes about Your details and the reason We terminated the term of the Transaction Documents if We have terminated under clause 9.1(a) (Termination). The Card Schemes may give this information to another financial institution if You apply for new Card processing facilities. This information may then affect Your ability to obtain another Card processing facility.
- (g) Notwithstanding anything to the contrary herein contained, You hereby irrevocably agree, that in the event of any termination of the Transaction Documents, We have the right to withhold any amount and/or payment due to You at Our sole and absolute discretion, provided always that such amount and/or payment may only be withheld by Us for purposes of, or relating to Chargeback issues (whether present or future) and provided further that such amount and/or payment may be withheld for a period of 18 (Eighteen) months after the effective date of termination or such longer period of time as is consistent with Our liability for Card Transactions in accordance with the Card Scheme Rules. We shall provide to You in writing of Our intention to withhold such amount and/or payment, together with the amount to be withheld.

## **9.2. Return of Equipment**

- (a) Promptly upon expiry or termination of the arrangement under the Transaction Documents, You must deliver possession of the Supplied Equipment (including all attachments and parts) and the

Marketing Materials to Fiserv at Your cost in the same operating order, repair, condition and appearance that the Supplied Equipment had at the time of its Delivery to You (reasonable wear and tear excepted).

- (b) In order to return Equipment, You must:
  - (i) call Our Customer Service number to book a service call for the collection of the Equipment;
  - (ii) pay the collection charge invoiced to You; and
  - (iii) keep the acknowledgement of collection of Equipment that Our service provider gives to You at the time the Equipment is collected and keep the confirmation of de-installation of the Equipment for a period of 18 (Eighteen) months, following which You may destroy these documents.
- (c) For each item of Supplied Equipment that You fail to return to Fiserv in accordance with the above terms, You must pay Fiserv the greater of Rs. 3,000 (Rupees Three Thousand) for PSTN Terminal/Rs. 4,000 (Rupees Four Thousand) for GPRS Terminal/Rs.10,000 (Rupees Ten Thousand) for APOS (A910/X990)/for A50: Rs. 8000 (Rupees Eight Thousand) or the fair market value of such item of Supplied Equipment had it been returned to Fiserv in appropriate condition, as determined by Fiserv in its sole discretion. Alternatively, Fiserv may retrieve the Equipment from You and You authorize Fiserv to access Your premises for that purpose.

## **10. GENERAL PROVISIONS**

### **10.1. Term**

The term under the Transaction Documents commences on the date of acceptance of your Application by Fiserv. We commence to provide Services to You and continue unless terminated in accordance with the Transaction Documents.

### **10.2. Limitations on Liability**

- (a) To the extent permitted by law, We disclaim all representations or warranties, express or implied, made to You or any other person, including any warranties regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the Services provided under the Transaction Documents. Our liability in respect of representations and warranties that cannot be excluded is limited to the re-supply of the Equipment or the Services or the cost of resupplying the Equipment or the Services.
- (b) In no event will We be liable for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages.
- (c) To the extent permitted by law, Fiserv's cumulative liability for all losses or damages You may suffer arising out of or related to the terms under the Transaction Documents will not exceed (i) Rs. 50,000/- (Rupees Fifty Thousand Only); or (ii) the amount of fees received by Fiserv pursuant to the arrangement under the Transaction Documents for Services performed in the immediately preceding 12 (Twelve) months, whichever is the lesser.

- (d) Fiserv shall not be held liable for any loss, expenses or damage whatsoever caused by:
  - (i) the failure for whatever reason of a Card or any Equipment or the system to function properly or at all; or
  - (ii) the acquisition by any person of information through any unauthorised electronic or other interception of communication on the system. It is Your responsibility to ensure that You have other means available to accept payments if there is any malfunction of Equipment or the system.

### **10.3. Assignments**

- (a) You must not assign or transfer Your rights or obligations under the Transaction Documents (including by way of a Change in Control or operation of law), or create any security interest in the Transaction Documents, without obtaining Our prior written consent. Any assignment or transfer of rights or obligations under the Transaction Documents (including by way of a Change in Control or operation of law), or creation of any security interest in the Transaction Documents, without obtaining Our prior written consent will be void.
- (b) Fiserv may novate, assign, transfer, or subcontract Our respective rights and obligations under the terms of the Transaction Documents upon written notice to You and any such novation, assignment, transfer or subcontract shall be binding on You.

### **10.4. Compliance with Laws**

- (a) In performing its obligations under the Transaction Documents, each Party agrees to comply with all laws, regulations, and rules applicable to it from time to time, including without limitation, the Card Scheme Rules and the Debit Network Rules and any mandatory online payment standards.
- (b) You agree and accept that You shall and any representative, agent, personnel or service provider that You may use shall always comply with the requirements of India's data localisation laws/regulations and the Tokenization Regulations.
- (c) Further, You undertake to comply with and remain compliant, at all times, with the applicable Anti-Money Laundering laws, anti-corruption and anti-terrorism laws which shall mean all laws, rules, and regulations of any jurisdiction applicable to You from time to time including, without limitation, Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988, Unlawful Activities (Prevention) Act, 1967, the Benami Transactions (Prohibition) Act, 1988, the Black Money (Undisclosed Foreign Income and Assets) and Imposition of Tax Act, 2015, United States Foreign Corrupt Practices Act, 1977, and the United Kingdom Anti-Bribery Act, 2010, and all applicable financial record keeping and reporting requirements related thereto, including, to the extent applicable, and any amendments and restatements thereof, and You hereby agree that Fiserv shall not be held liable in case of any non-compliance of the abovementioned laws attributable to Your actions or misconduct.
- (d) Further, You undertake and agree that You shall not do any business with any Party from an OFAC sanctioned country (such as Cuba and Iran) or have any direct or indirect connection with entities based in an OFAC sanctioned country (such as Cuba and Iran) (this list of countries is subject to change from time to time).

## 10.5. Force Majeure

Except in respect of Your obligations under the Operating Guide, no Party shall be liable for any default or delay in the performance of its obligations under the Transaction Documents if and to the extent such default or delay is caused, directly or indirectly, by:

- (a) fire, flood, elements of nature or other acts of God;
- (b) any outbreak or escalation of hostilities, war, riots or civil disorders, act of terror in India;
- (c) any act or omission of any government authority;
- (d) epidemic or pandemic, lockdown;
- (e) any labour disputes (whether or not Employees' demands are reasonable or within the Party's power to satisfy); or
- (f) except in respect of Your obligations under clause 5.1(c) (Cardholder Information), the non-performance by a third-party for any similar cause beyond the reasonable control of such Party, including without limitation, failures or fluctuations in telecommunications or other Equipment or delay or failure of a Card Scheme to pay settlement amounts.

## 10.6. Notices

- (a) Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card Transactions) must be in writing and sent by mail, courier, or email:
  - (i) if to You at Your address appearing in the Application; and
  - (ii) if to Us at First Data (India) Private Limited. 4th Floor, G Corp, Kasarwadavali, Ghodbunder Road, Thane (West) – 400607, Attn: General Manager Fiserv or as otherwise notified from time to time.
- (b) Notices are deemed to have been given:
  - (i) if sent by mail, on the third day after posting; and the proof of dispatch will be considered as a valid proof;
  - (ii) If sent by electronic mail, on the day when delivered by electronic mail to the proper electronic mail address; and
  - (iii) if sent in any other manner, when actually received.
- (c) Notices may be published by Fiserv in respect of the Settlement Account by publication on the Fiserv's website. You authorize notifications to be delivered by publication on those websites and confirm that such notifications are valid and effective notifications under the terms of the Transaction Documents and prima facie evidence of giving such notices. Notices published on Our websites are effective from the date stated on the website for the relevant notice (whether or not actually accessed and viewed by You on that date).

## 10.7. Consents

A Party may conditionally or unconditionally give or withhold any consent to be given under the Transaction Documents and is not obliged to give its reasons for doing so unless otherwise specified in the Transaction Documents.

#### **10.8. Amendment**

We may vary any provision of the Transaction Documents, including the Operating Guide by giving You written notice. If the variation:

- (a) introduces or increases a fee or other charge for the Services, We will give You at least 15 (Fifteen) days' prior notice of the variation; or
- (b) is of a general nature, it will start on the date specified in the notice (or such later date that We state in the notice).

Any use of the Service after the effective date of such change/variation shall constitute Your acceptance of the Transaction Documents as modified.

#### **10.9. Severability**

The Parties intend every provision of the Transaction Documents to be severable. If any part of the terms of the Transaction Documents is not enforceable under law, it is severed, and the remaining provisions remain valid and enforceable. Any invalid or unenforceable provision of the Transaction Documents shall be replaced with a provision, which is valid and enforceable, and most nearly reflecting the original intent of the unenforceable provision

#### **10.10. Waiver**

If We do not enforce a right for breach of the terms of the Transaction Documents, this does not mean that We have waived Our rights for that or any other breach.

#### **10.11. Governing Law**

The terms under the Transaction Documents are governed by the laws in India. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in Mumbai; as regard to any claim, dispute or suit arising under or in relation to the Transaction Documents.

#### **10.12. Entire Transaction Documents**

The Transaction Documents constitutes the entire arrangement and understanding between the Parties with respect to its subject matter, and supersedes any previous agreements, arrangements, and understandings.

#### **10.13. No partnership**

Nothing in the Transaction Documents constitute Fiserv as Your partners, joint venture Parties or principal and agent, unless otherwise stated. You are not authorised to make any warranty or representation on behalf of Fiserv.

#### **10.14. In case You use Our Services in combination with any other third- party solution or technology solution provider then in such an event You alone shall be liable or responsible for any losses, claims, fines, or**

penalties that may arise due to Your use of the Services in such a manner including but not limited to any acts or omissions of the technology solution provider. Further, You shall ensure that such third party solution or technology solution provider complies with any and all requirements applicable to You under these Transaction Documents.

## **E-COM TERM**

### **1. YOUR RIGHTS AND OBLIGATIONS**

- 1.1. Despite clause 2.2(b)(xiii) (Transaction Procedures) of Your General Terms, You are authorized to conduct mail order/telephone order and internet Card or OPM Transactions in accordance with these e-Com Terms and the Operating Guide. Your Transaction Documents continue to apply to e-Com Transactions and these e-Com Terms prevail in respect of any to e-Com Transactions to the extent of any inconsistency between Your Transaction Documents and these e-Com Terms. References in the Transaction Documents to Transactions using a Card include Transactions using a Card account in accordance with these e-Com Terms and the Operating Guide as they apply to e-Com Transactions.
- 1.2. You shall use the Software forming part of the e-Com Services in accordance with these e-Com Terms and shall not attempt to modify, translate, disassemble, decompile, or reverse engineer the Software, or use it for purpose/s other than utilisation of the e-Com Services.
- 1.3. You agree that:
  - (a) only those products and services referred to in Your Application or subsequently agreed to by Us will be offered for sale through Your website and that if We consider that any products or services offered by You through Your website may affect the reputation of Fiserv, We may suspend or terminate acceptance by Us of e-Com Transactions from You;
  - (b) You will not request Card details or other confidential details pertaining to OPMs to be submitted by email, or over the Internet, and then input a Transaction as an e-Com Transaction to a POS Terminal;
  - (c) We may require You to undertake e-Com Transactions using 3D Secure. If You fail to do so within a timescale acceptable to Us, We may suspend or terminate acceptance by Us of e-Com Transactions from You;
  - (d) You will not, and will ensure that Your agents and users of Your website do not, use any website in any way which might jeopardize the integrity, confidentiality or security of Your or Your agent's Equipment, any computer system, servers or network used by You to communicate with either of Us or with customers or other computer systems including through disabling devices and unsolicited emails;
  - (e) You will seek Authorisation in accordance with the Transaction Documents and if You accept e-Com Transactions in breach of the Transaction Documents, We may immediately terminate the Transaction Documents;
  - (f) it is solely Your responsibility to verify the Delivery address with the customer and ensure the products purchased are dispatched to that address;
  - (g) You shall ensure that all user credentials (including passwords) for the e-Com Services are kept confidential. You shall not allow any other Party to use such user credentials unless permitted by

Fiserv. You shall be liable for all acts and omissions done under user credentials that are assigned to You. You shall notify Us immediately if the e-Com Services have been compromised;

- (h) You shall be responsible for updating Your systems, at Your own cost, to ensure that Your systems are compatible with the e-Com Services and any updates thereto. You shall be responsible for the correct functioning of Your systems, and shall be responsible for the technical support and integration of Your systems into the e-Com Services. You shall be responsible for the costs of development of Your systems and the integration of Your system into the e-Com Services;
  - (i) Fiserv may in its absolute discretion, without prior notice, suspend the e-Com Services for a reasonable period of time for any reason including system maintenance or upgrades;
  - (j) For the duration of the Transaction Documents, Fiserv grants You a personal, non-exclusive and non-transferable right to use the e-Com Service including any Documentation, strictly for the purpose of Fiserv 's provision of the Services/e-Com Service. All intellectual property rights associated with the e-Com Service are reserved for Fiserv and its licensor (as the case may be). Save for the limited license granted under this clause, nothing in, or arising out of, these Transaction Documents grants to You any other intellectual property rights relating to the e-Com Service, the Documentation and any associated intellectual property;
  - (k) In case You use Our Services/e-Com Service in combination with any other third- party solution or technology solution provider (e.g. a third- party payment gateway or plug-in or platform) then in such an event You alone shall be liable or responsible for any losses, claims, fines or penalties that may arise due to Your use of the Services/e-Com Service in such a manner/combination including but not limited to any acts or omissions of the technology solution provider. Further You shall ensure that such third- party solution or technology solution provider comply with any and all requirements applicable to You under these Transaction Documents;
  - (l) You agree and accept that You shall and any representative, agent, personnel, or service provider that You may use shall always comply with the requirements of India's data localisation laws/regulations and the Tokenization Regulations.
  - (m) You shall at all times comply with any requirements under law or under Card Scheme Rules including but not limited to the e-commerce guidelines as available on <https://consumeraffairs.gov.in/> and amendments or updations from time to time.
  - (n) You shall at all times comply with the requirements under the Reserve Bank of India's Guidelines on Regulation of Payment Aggregators and Payment Gateways, as may be applicable to Your operating model.
- 1.4. You shall provide a commercially reasonable level of support to customers while selling products and/or services using the e-Com Services. Such support shall include appropriate notice to customers of:
- (a) Your contact details if the customer has questions regarding the nature or quality of products or services;
  - (b) fees, inclusive of Taxes and Delivery methods and charges (and any other Taxes and charges) for the products or services; and
  - (c) detailed procedures for making and resolving disputes and complaints from the customer.

- 1.5. In addition to Clauses 2.4 (Invalid Transactions) of the Transaction Documents (to the extent it applies to e-Com Transactions) an e-Com Transaction is invalid if:
- (a) the products or services purchased by the customer are not Delivered or are not as ordered or are defective;
  - (b) the Transaction is submitted more than 13 (Thirteen) calendar days after the date of the purported purchase of products or services.
- 1.6. In exchange for receiving the e-Com Services, You shall pay the e-Com Services Merchant Fees. Subject to the terms of the Transaction Documents, and in addition to any payments required by the Transaction Documents, Fiserv will pay into Your Settlement Account(s), in accordance with applicable law and Card Scheme Rules. The value of Customer Payments since the last payment/credit to Your Settlement Account, less e-Com MSF, service tax on e-Com MSF and Withheld Transactions and/or any Refund Transactions, Chargebacks or other debits You processed and after deducting any additional fees or pricing set out in this Transaction Documents and any indirect tax including goods and service taxes as applicable.

## **2. OUR RIGHTS AND OBLIGATIONS**

- 2.1. Subject to the terms of the Transaction Documents, Our obligations under the Transaction Documents are subject to the following limitations:
- (a) messages that originate from the server used by You shall be deemed to be authorised by You, and We are not liable for processing such messages. In addition, We are not responsible for the security of the data residing on servers used by You;
  - (b) messages that originate from the customer are deemed to be authorised by the customer and We are not liable for processing such messages; and
  - (c) the e-Com Service may not be uninterrupted or error free.
- 2.2. We have no liability for any failure or delay in performing Our obligations under the Transaction Documents if such failure or delay:
- (a) is caused by Your acts or omissions or the acts or omissions of Your server or internet service provider;
  - (b) results from actions taken by Us in a reasonable good faith effort to avoid violating any applicable law, rule or regulation of any governmental authority or to prevent fraud on customers; or
  - (c) is caused by circumstances beyond Our control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruption or loss of data.
- 2.3. If Your use of the e-com Services results or in Our opinion is likely to result in a claim of infringement, then We may at Our election and Your cost, replace or modify the e-com Services or the suspected infringing component of e-com Services so that it becomes non-infringing. If, after using commercially reasonable efforts, the infringement still exists, any of the Parties may terminate the e-com Services on written notice to the other Parties, subject to the terms of the Transaction Documents.

## **3. TRADEMARKS**

- 3.1. Fiserv grants to You a non-exclusive, royalty-free, non-transferable and non-sublicensable limited license to use, display and reproduce trademarks, service marks, and logos nominated by Us from time to time ("**Fiserv Trademarks**") in connection with the use of e-Com Service, provided that this does not constitute a license to use Fiserv Trademarks as part of Your internet domain name. Such use of Fiserv Trademarks will be governed by Fiserv 's policies in this regard, as notified to You by Us, from time to time.
- 3.2. You grant Fiserv a non-exclusive, royalty-free limited license to use, display and reproduce Your trademarks, service marks, and logos ("**Merchant Trademarks**") in connection with the marketing of e-Com Services. Fiserv shall use the Merchant Trademarks in accordance with policies as provided by the Merchant from time to time.

#### **4. CONSEQUENCES OF TERMINATION**

The e-Com Service may be terminated in accordance with the Transaction Documents and these e-Com Terms. If the e-Com Service is terminated, then any funds lying in the Reserve Account and/or any withheld settlement amounts will be repaid to You by Fiserv within the greater of 18 (Eighteen) months following termination of the arrangement under the Transaction Documents or such longer period of time as is consistent with Our liability for Card Transactions in accordance with the Card Scheme Rules.

## **Other Payment Method (OPM) Terms**

**The OPM Terms mentioned hereinbelow are to be read and understood in conjunction with the Application as executed by You in favour of First Data (India) Private Limited ("Fiserv") ("Application") and the Transaction Documents, which is comprised of the Application, the Privacy Statement and Consent, the General Terms and the Operating Guide ("Transaction Documents") for receiving payment processing facilities and services ("Services").**

These OPM Terms supplement, amend and form part of the Transaction Documents.

### **Other Payment Methods**

OPMs refer to other payment methods. Each OPM has its own unique application and settlement process, language and currency support, and is subject to applicable laws and regulations. The most common types of OPM options are UPI, Bharat QR, internet banking, wallets, cash cards, debit + pin Transactions and any other new payment options introduced from time to time.

The definition of Card and related terms in the Transaction Documents shall be read to include OPMs and provisions of the Transaction Documents shall be interpreted accordingly to include such Transaction types.

### **Chargeback liability**

You acknowledge that for all OPM Transactions, You shall bear all liability and related costs for any disputed Transaction and that the Issuer of the OPM shall have the sole discretion and shall be entitled to reject Transactions if a customer disputes the validity of the Transaction. You agree that You may be subjected to a Chargeback and the disputed amount may be debited from Your account. Please note that the acquiring bank's/Issuer's decision with regards to responsibility for Chargeback liability shall be final and binding.

### **Disputed Transactions Response Time**

Specifically, for OPM Transactions, You hereby agree that for any query, claim, or dispute which may arise in connection with the said Transaction, You will provide valid Transaction Documentation/proof in support of this claim or for such query /dispute within 2 (Two) Business Days.

### **Payment Settlement**

For all OPM Transactions, all payments to You shall be affected in accordance with the stipulations laid down under regulations of Reserve Bank of India.

### **Fees/MDR**

All Alternate Payment Option Commercials/MDR will be as mutually agreed or as communicated/notified from time to time.

## Compliance with Tokenisation Regulations Requirements

Notwithstanding anything contrary that may be contained elsewhere in these Transaction Documents, You agree that You shall not store any Card number or actual Card data. Any such data stored previously shall be purged. For Transaction tracking and / or reconciliation purposes, You can store limited data – the last 4 (Four) digits of the actual Card number and Card Issuer’s name – in compliance with the applicable standards. Further, You undertake at all times to comply with the requirements of all the applicable laws and regulations, notifications and guidelines issued by RBI/Regulator in relation to including the Tokenisation Regulations requirements as laid down under these Transaction Documents.

In particular, You shall:

- (1) not provision any token without obtaining the explicit consent of the Cardholder through an additional factor of authentication and not by way of forced consent, or default or automatic selection of a check box or radio button etc.;
- (2) comply with the Reserve Bank of India’s instructions regarding the additional factor of authentication of Card Transactions;
- (3) not directly or indirectly charge a Cardholder for using tokenisation solution/service;
- (4) provide Cardholders the option to use any Card, be it Credit, Debit or Prepaid, while using tokenisation solution/service;
- (5) provide Cardholders the ability to immediately delete any token, while using tokenisation solution/service;
- (6) ensure to complete the mandatory integration testing and coordination with Acquirer/processing partners to test additional data fields required for using tokenisation solution/service;
- (7) not use Card number as a fall back for authorization requests if the associated token has been suspended or deactivated;
- (8) ensure that all authorization Transactions should carry a token and cryptogram;
- (9) Ensure to put in place an appropriate security policy for user authentication credentials.

In case of any inconsistency between the General Terms and the Operating Guide, the General Terms of the Transaction Documents shall prevail and Fiserv’s decision, as the case may be, shall be final and binding on You. In case of any inconsistency between these General Terms and applicable laws, applicable laws shall prevail

## 11. GLOSSARY

As used in these General Terms, E- Com Terms, OPM and Operating Guide the following terms mean as follows:

**3D Secure** means the three-domain secure protocol developed by Visa and MasterCard (including Verified by Visa” and “MasterCard SecureCode”) referred to in the Operating Guide as the Card Validation Codes and such other programs notified by Us to You from time to time.

**Acquirer:** Means a Party who is member of Card Scheme.

**Affiliate:** Means and include:

- (a) any company which is the holding or subsidiary company of Fiserv, or
- (b) person under the Control of or under common Control with Fiserv, or
- (c) any Person having 26% (Twenty Six percent) or more of the voting securities of which Fiserv has a direct or beneficial interest or Control.

For the purpose of the definition of "**Affiliate**" and otherwise, "**Control**" when used with respect to any Person means the ownership, directly or indirectly, whether through the ownership of the vote carrying securities or power to direct the management and policies of such Person, by contract or otherwise however and "**Person**" means any individual, company firm, corporation, a partnership, trust or any other entity or organisation or other natural or legal person.

**Application** means the Merchant Processing Application Form signed by You and which forms part of the Transaction Documents.

**Approved Scanning Vendors ("ASVs")** are organizations certified by the PCI council that validate adherence to certain PCI DSS requirements by performing vulnerability scans of Internet facing environments of Merchants and service providers.

**Authorisation:** The confirmation by the Card Issuer that the Card number exists and that enough funds are available to allow the Transaction to go ahead.

**Authorisation Approval Code:** A number issued to a participating Merchant which confirms the Authorisation for a sale or Service.

**Business Day:** A day other than (i) Saturday or Sunday or (ii) a day on which the Banks in India and/or Reserve Bank of India are closed for business / clearing, or (ii) a day on which normal business in India could not be transacted due to storms, floods, bandhs, strikes, etc.

**Card:** A credit card or debit card or Other Payment Method as specified on the Application and as amended from time to time.

**Cardholder:** Means the individual whose name is embossed on a Card and any authorised user of such Card.

**Card Scheme/Association:** Any entity formed to administer and promote Cards, including without limitation MasterCard International Inc and Visa International Association and any applicable Debit networks.

**Card Scheme Rules:** The rules, regulations, releases, interpretations, and other requirements (whether contractual or otherwise) imposed or adopted by any Association.

**Card Validation Value:** A three-digit value printed in the signature panel of most Cards. Visa's Card Validation Code is known as CVV2; Mastercard's Card Validation Code is known as CVC2. Card Validation Codes are used to deter fraudulent use of an account number in a non-face-to-face environment, e.g., MOTOs and Internet orders), which must not be stored after Authorisation

**Change in Control:** Any of the following:

- (a) the Merchant agrees to acquire or dispose of, or acquires or disposes of, a substantial asset or assets;
- (b) a Person (alone, through or together with their associates) acquires a relevant interest in 50% (Fifty percent) or more of the issued securities in the Merchant;
- (c) the Merchant is or agrees to be Controlled by a person who did not or was not entitled to Control the Merchant on the date of commencement of the term of the Transaction Documents; or
- (d) a Person who has not appointed or is not entitled to appoint a majority of directors to the board of directors of the Merchant on the date of commencement of the Transaction Documents does, or becomes entitled to, appoint a majority of directors to the board of directors of the Merchant.

For the purposes of the above definition "**agrees**" means an agreement which is written or oral, partly written and partly oral or evidenced by conduct, express or implied, conditional, or unconditional and includes an obligation for a party to use its "best" or "reasonable" endeavours.

**Chargeback:** The reversal of a Sales Receipt (or other indicia of a Card Transaction) and reversal of any associated credit to Your Settlement Account because a Cardholder or Card Issuer disputes the Transaction or which is required by the Card Scheme Rules or can be reversed under the Operating Guide.

**Chip:** An microprocessor embedded Cards which stores and protects Cardholder data.

**Confidential Information:** All or any information relating to the business of Fiserv, or You or concerning the financial Transactions or affairs or the identity of any of them or a Cardholder or the details of a Card or the Card Transaction, including, but not limited to, information concerning marketing plans, business plans, Card usage, objectives, financial results etc. are confidential and proprietary.

**Credit Card:** A valid Card bearing the service mark of Visa, or MasterCard (and any other Card agreed by the Parties), the use of which accesses the Cardholder's credit facility through one of the Credit Card Schemes.

**Credit Receipt:** A document evidencing the return of merchandise by a Cardholder to a Merchant, or other Refund made by the Merchant to the Cardholder.

**Customer Payment** includes the purchase price of goods or services purchased by a Customer and all other taxes, duties, costs, charges and expenses in respect of the goods or services that are charged to the Customer's Card or OPMs (defined under the General Terms) as may be used by the Customer.

**DCC or Dynamic Currency Conversion** means the conversion of Your local currency, being the currency in which Your goods or services are priced, into an approved currency, as agreed upon by the Cardholder of a non-Indian issued Card and You, in accordance with the terms and conditions of the DCC Addendum which forms part of the Transaction Documents if We agree to provide DCC services to You.

**Delivery** means delivery by You of goods to the address nominated by the customer or performance by You of the services purchased by the customer, satisfactory proof of which has been provided to Us.

**Debit Card:** A valid Card the use of which accesses the Cardholder's bank account facility made available by the Cardholder's Issuer

**Documentation** means and comprises of any and all manuals, operating policies, procedures, and other written materials or instructions that are provided in connection with the e-Com Service.

**e-Com Merchant Service Fee** means the fees specified in Transaction Documents and varied from time to time in accordance with the Transaction Documents.

**e-Com Service** means the payment gateway services (including any equipment, online processing system, Software and any Documentation) provided by Fiserv to You to enable You to accept Card not present payments over the phone or internet for goods or services provided by You and any services that augment or enhance such services.

**e-Com Transaction** means a Card not present Transaction between You and a Cardholder where neither the Card nor the Cardholder are present at the time of the Transaction and where the Card details are transmitted to You over electronic media (such as the Internet or a public or private network).

**Employees:** Employees, contractors, officers, agents and secondees.

**EMV:** Chip technology standards originally developed by Europay, Mastercard, and Visa where data is stored on integrated circuits rather than a Magnetic Stripe

**Equipment:** The POS Terminals and associated hardware, spare parts and replacement parts and Software at the Merchant's premises through which electronic funds transfer can occur (but excluding power outlets and telecommunications lines).

**General Terms:** The terms and conditions set out herein above, as amended from time to time.

**High Risk Merchant/s** shall mean the Merchants as per the levels prescribed by regulations issued by Visa/ MasterCard/ Amex/ JCB/ Discover/ RuPay (NPCI) or any other Card Scheme from time to time.

**Fiserv:** First Data (India) Private Limited, company registration number U64203MH2006PTC162543 having its registered office at 74, Kalpataru Square, Off Andheri Kurla Road, Kondivita Lane, Mumbai, Andheri (East), Maharashtra 400059.

**Fiserv Trademarks** shall have the meaning ascribed to it in clause 4.1 of e-Com Terms.

**Insolvency Event:** Any of the following:

- (a) an order is made or an application is made to a court for an order that a Party be wound up and in respect of Fiserv such application or petition is not dismissed within 90 (Ninety) days after filing;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator or a liquidator or provisional liquidator is appointed in respect of a Party;
- (c) a Party enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any classes of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) a Party resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other Party or is otherwise wound up or dissolved;
- (e) a Party is or states that it is unable to pay its debts when they fall due;
- (f) a Party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a Party; or
- (g) anything analogous or having a substantially similar direct effect to any of the events specified in paragraphs (a) to (f) above happens under the law of any applicable jurisdiction.

**Issuer:** Cardholder's bank, or the bank which has issued a Card to an individual.

**Magnetic Stripe:** A stripe of magnetic information affixed to the back of a plastic Credit or Debit Card (which must not be stored after Authorisation).

**Marketing Materials:** Has the meaning in **clause 2.1** (Exclusive Provider and Your promotional obligations) of the General Terms.

**Merchant:** The Party identified as "Merchant" on the Application. The words "You" and "Your" refer to Merchant.

**Merchant Trademarks** shall have the meaning ascribed to it in clause 4.2 of e-Com Terms

**Money Laundering** has the same meaning as that given to it in the Prevention of Money Laundering Act 2002, as may be amended from time to time.

**MSF:** has the meaning ascribed to it in **clause 3(b)** (Our Rights and Obligations) of the General Terms.

**Operating Guide:** The manual prepared by Fiserv containing operational procedures, instructions and other directives relating to Card Transactions, as amended from time to time (which amendment may be notified via the Fiserv website).

**Other Payment Methods (or OPM)** means the services offered by Fiserv to provide Merchant with the ability to accept payments through other and newer form factors/payment methods such as prepaid, net banking, UPI, QR code, wallet, or similar account, etc.

**PCI:** means PCI Security Standards Council, the promulgator of Credit Card information security requirements for Visa and MasterCard Cardholder and Transaction information.

**PCI SSC:** has the meaning ascribed to it in **clause 5.5** (Compliance of Data Security Standards) of the General Terms.

**POS Terminal:** A point of sale device placed in a Merchant location which is connected to the Fiserv's system via telephone lines and is designed to authorise, record and settle data by electronic means for all sales Transactions with Fiserv.

**Privacy Law:** Any statute, regulation, guideline or quasi legislative instrument having the force of law that regulates the collection, use, storage or disclosure of personal information about an identifiable individual, any common law privacy obligations by which a party is bound and any industry code (whether voluntary or not) by which a party is bound.

**Qualified Security Assessors (QSA):** are Employees of the QSA companies who have been certified by the PCI to validate a Merchant's adherence to the PCI DSS requirements.

**Refund:** The reversal of a sales Transaction in accordance with the Merchant Agreement.

**Regulator:** any one or more of the Reserve Bank of India, any tax authority having jurisdiction in India, any of the Card Schemes and any law enforcement bodies having jurisdiction in India.

**Reserve Account:** shall have the meaning ascribed to it in **clause 8.4(a)** (Security) of the General Terms.

**Sales Receipt:** Evidence of a purchase of goods or services by a Cardholder from a Merchant using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, and which conforms to Card Scheme Rules.

**Services:** The activities undertaken by Fiserv to authorise, process and settle all Visa and MasterCard Card Transactions, Debit Card Transactions and Other Payment Methods undertaken by Cardholders at the Merchant's location(s) in India, and all other activities necessary for Fiserv to perform the functions required by or as per the terms of the Transaction Documents for all other Cards/OPMs covered by the Transaction Documents (including where applicable, the provision and maintenance of Supplied Equipment).

**Settlement Account:** Means the account referred to in **clause 3(b)**.

**Software:** has the meaning ascribed to it **clause 1.6** (Software License) of the General Terms.

**Supplied Equipment:** Equipment that is owned and supplied by Fiserv pursuant to Clause 1.

**Taxes:** include (without limitation) all taxes (including goods and services or value added taxes), levies, duties, imposts, charges, and withholdings of any nature whatsoever, and of any jurisdiction, together with all penalties, charges and interest relating to any of them.

**Taxes Act:** means the statute, regulation, guideline, or quasi legislative instrument having the force of law that regulates the assessment and collection of Taxes in India.

**Tokenization Regulations:** have the meaning ascribed to in **clause 5.6** (Tokenisation Regulation Requirements) of the General Terms.

**Transaction:** Includes a sales Transaction (being the supply of goods or services or both), a cash out Transaction, Refund, or Cash Related Transaction in which a Card or Card number is used and which is processed by the Merchant either manually or electronically.

**Transaction Documents:** The Transaction Documents govern the relationship between the Merchant, Fiserv and comprises of the Application, the General Terms, the Operating Guide, the Privacy Statement and Consent and all documents incorporated by reference (including the Association Rules and any addendum for additional services), each as amended from time to time.

**T&E:** Shall mean Travel and Expense.

**Us, We, Our:** Fiserv and its Affiliate entity (unless otherwise expressly indicated).

**Withheld Transactions:** means Transactions that do not meet Our risk profile of You or for which Fiserv shall seek additional information from You for its/their satisfaction, prior to settling the same to Your Settlement Account, at its/their discretion.

**You, Your, Yourself:** The Merchant and where the context prescribes a procedure includes Your Employees, agents and contractors.

## PRIVACY STATEMENT AND CONSENT

**By continuing to use Our Services, You agree to the uses and disclosures of Your Personal Information as set out in this Privacy Statement and Consent ("Statement"), which forms part of the Transaction Documents from the date that this Privacy Statement and Consent is provided to You.**

### **IMPORTANT:**

An individual who is an applicant, a proposed guarantor, a director of an applicant or guarantor company or account signatory must read this Statement. All parts of this Statement apply to You. If a company is an applicant or is proposed as a guarantor, a copy of this Statement must be signed by each director unless We agree to it being signed by an authorised representative of the company. Parts 1, 2 and 4 of this Statement apply to any authorised representative. This Statement explains how First Data (India) Private Limited (in this statement only "Us/We") collect, use and disclose Personal Information.

*"Personal Information" is information about and which identifies individuals and includes without limitation trading history information. It includes information obtained from any source. Credit information (see Part 3) is a sub-set of Personal Information. customer information may include information other than Personal Information but will be handled in a confidential and secure manner for the purposes set out in this statement in the same way as Personal Information and so references to Personal Information include customer information. It also includes "sensitive personal data or information" of a person as defined under Indian Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, as amended from time to time.*

We will not use or disclose information collected about You otherwise than as set out in this Statement, for a purpose You would reasonably expect, a purpose required or authorised by applicable law, or a purpose otherwise disclosed to, or authorised by, You.

This Statement also contains Your consent for Us to send communications about products and services including emails containing marketing and information materials. Fiserv shall send You marketing and material information relating to the product and services of Fiserv, or any other information as shall be required by any Card Associations to be communicated to You. You may unsubscribe at any time in future by notifying Us in writing. Fiserv reserves the right to seek information from You which shall be required by any Card Association or any regulatory authority.

We are committed to protecting Your privacy. The purpose of this Statement is to supply You with the required information at the time of You providing Us with Your personal data. This Statement explains how We collect and use Your personal data and what rights and options You have in this respect. We respect and value Your privacy and will only collect and use personal data in the manner and for the purposes as described in this Statement and that is consistent with Our obligations and Your rights under the applicable legislation and regulations.

### **PART 1 - Personal Information about third parties**

You represent that, if at any time You supply Us with Personal Information about another person (i.e. an individual – for example, a referee, a director, or a person to whom the payment is to be directed), You are authorised to do so and You agree to inform that person who We are, that We will use and disclose that Personal Information for the relevant purposes set out in Parts 2 and 3 below and that they can gain access to the information We hold about them in accordance with Part 4 below.

### **PART 2 - Uses and disclosures of Personal Information**

**A. Purposes for which We collect and use Personal Information:**

- (i) Personal Information about You, which may at any time be provided to Us in connection with the provision of Merchant Services may be held and used by Us to assess and process the Application, to establish, provide and administer the Merchant Services and to consider and fulfil Your instructions.
- (ii) You agree and consent that, in assessing Your Application and collecting amounts payable to You, or where relevant, in assessing whether to accept You as a guarantor, We may seek and obtain from any credit information company a commercial and or consumer credit report; or any other financial institution with which You hold an account, a credit memorandum, rating or opinion, bank reference or credit reference about You, and may give personal or credit information about You to the credit information company or another financial institution for this purpose. You agree and consent to a credit information company, or another financial institution providing reports and information to Us and to the credit information company creating and maintaining a credit information file containing information about You.
- (iii) You also agree that Personal Information about You which may at any time be provided to Us in connection with the Merchant Services facility, including any commercial or consumer credit report We obtain about You, may be held and used by Us for the purposes (as relevant) of:
- assessing Your Merchant Services Application or whether We will accept a guarantee and indemnity from You;
  - providing the Merchant Services to You, including processing Credit Card Transactions, tracing payments, administering Chargebacks and resolving Your enquiries;
  - complying with legislative and regulatory requirements or as otherwise permitted or authorised by law;
  - considering any other application or request You may make to Us;
  - performing Our administrative operations, including accounting, risk management, record keeping, archiving, systems development and testing, credit scoring and staff training;
  - managing Our rights and obligations in relation to external payment systems e.g., Credit Card Schemes and debit payment Schemes;
  - conducting market or customer satisfaction research;
  - (without disclosure to third parties) developing, establishing and administering alliances and other arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of Our respective products and Services;
  - developing and identifying products and services that may interest You; and
  - (unless You ask Us not to) telling You about products and Services offered by Us or any of Our Affiliates.
- (iv) Where Personal Information, which We collect about You, is sensitive information (such as information about health status, religious belief, membership of a professional or trade organisation

or a criminal record), by disclosing that information to Us, You nevertheless consent to its collection by Us.

## **B. Disclosure of Personal Information**

You agree that We may collect information about You from, and disclose it to the following, as appropriate, even if the disclosure is to an organisation outside of India which is not subject to the privacy obligations which are equivalent to those which apply to Us:

- Our agents, contractors and external advisers whom We engage from time to time to carry out, or advise on, our functions and activities and You authorise them to seek disclosure of Your credit information for this purpose;
- Your agents and contractors, including Your referees and Your legal or financial advisor;
- Your executor, administrator, trustee, guardian or attorney if You authorise them in writing to seek disclosure of this information;
- Your franchisor (if applicable);
- any other financial institution with whom You may have a Merchant account;
- regulatory bodies, government agencies, multi-jurisdictional agencies, law enforcement bodies and courts;
- debt collecting agencies;
- any person or organisation who introduces You to Us;
- other organisations with whom We have alliances or arrangements, (including reward programs) for the purpose of promoting Our respective products and Services;
- anyone supplying goods and services to You in connection with a rewards program or other alliance associated with the facility;
- external payment systems operators and participants (e.g. Credit Card payment systems (e.g., Visa or MasterCard) or debit payment systems);
- Your and Our insurers or prospective insurers and their underwriters;
- Your co-applicants, sureties, guarantors and prospective co-applicants, sureties, guarantors and co-guarantors for the purposes of considering whether to provide a guarantee and indemnity or security;
- any person considering purchasing a contract entered into by You from Us and that person's advisers, persons involved in assessing the risks and funding of the purchase and, after purchase, the purchaser and any manager on an ongoing basis;
- any person to the extent necessary, in Our view, in order to carry out any instruction You give to Us;
- (unless You tell Us not to) other organisations including Our related bodies corporate (and Our agents and their agents) for the marketing of their products and services. You authorise Us to seek from and

exchange the above information for the purposes set out in this Statement. However, credit information disclosed to Fiserv will not be disclosed to third parties for purposes other than risk management, mitigation and monitoring.

### **C. Commercial electronic messages**

- (i) We may use Your personal details, including your mobile phone number for SMS and WhatsApp messaging and any electronic addresses You have provided to Us or for which You are the relevant electronic account holder (both "**Your addresses**") to contact You in order to provide You with information and to tell You about Our products and services. Fiserv may also use that information to tell You about the products and services of third parties, which Fiserv considers may be of interest to You.
- (ii) You warrant that You have authority either as or on behalf of the relevant electronic account holder to provide this consent.
- (iii) You agree that until You provide written notice or use an unsubscribe facility included with a commercial electronic message to withdraw Your consent, We may continue to send commercial electronic messages to Your addresses.

### **PART 3 - What credit information can be disclosed?**

The Credit Information Companies (Regulation) Act 2005 allows Us to disclose certain credit information about You.

The information about You that We collect or disclose to credit information companies is:

- Your identity particulars - including Your name, gender, address (and the previous two addresses), date of birth, name of employer, and any of Your PAN card number, passport number, driver's licence number, voter's identification Card number or any other documents collected in compliance under its "know Your Customer" policy and procedures;
- The fact that You have applied for commercial credit and the amount;
- The fact that We are a current credit provider to You;
- Repayments overdue by more than 60 (Sixty) days, and for which debt collection action has started;
- Dishonoured cheques - cheques drawn by You for Rs. 100 (Rupees Hundred) or more which have been dishonoured more than once;
- That Your overdue payments have been made; and
- Information that, in Our opinion, You have committed a serious credit infringement.

This information may be given before, during or after the provision of credit to You. The credit information about You that We disclose to the other organisations listed in this Privacy Statement and Consent is the above information, together with any information contained in or derived from a credit report obtained from a credit information company including information about Your credit worthiness, credit standing, credit history or credit capacity but only to the extent permitted by the Credit Information Companies (Regulation) Act 2005 and amendments made thereto from time to time.

## **Part 4 - Security of Personal Data**

We are committed to protecting the security of Your personal data. We use a variety of security technologies and procedures to help protect Your personal data from unauthorized access, use or disclosure. For example, We store the personal data You provide on computer systems that have limited access and are in controlled facilities. When We transmit highly confidential data (such as a Credit Card number) over the internet, we protect it through the use of measures required by the [Payment Card Industry Data Security Standard]. Our websites use SSL or TLS encryption for the protection of the transmission of Confidential Information and personal data. You can recognize an encrypted connection in Your browser's address line when it changes from "http://" to "https://" and the lock icon (or a similar indicator, depending on the browser You choose to use) is displayed in Your browser's address bar. If SSL or TLS encryption is activated, the information You transfer to via Our websites cannot be read by third parties. Once the data that We obtain from third parties is received in Our systems, it is treated the same way that We treat data that We collect directly from You, and also according to any restrictions or special circumstances required by those third parties. To refer to Fiserv's cookie consent statement, please visit <https://www.fiserv.com/en/legal/cookie-statement.html>.

Notwithstanding anything contained herein, We shall not be liable for any loss, damage or misuse of Your Personal Information due to a force majeure event. A force majeure event for the purposes of this Statement shall mean any event that is beyond Our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage device, computer viruses breach of security and encryption or any other cause beyond Our control.

## **PART 5 - Access to Your Personal Information and contacting Us**

(i) Subject to the provisions of the Credit Information Companies (Regulation) Act 2005, You may seek access to information, which We hold about You at any time by calling Fiserv on 1800 102 1671, or by contacting Us at the address below.

(ii) You may, at any time, ask Us not to send You any further information about products and Services and not to disclose Your information to any other organisation (including related bodies corporate) for that purpose. You may do this by calling Fiserv on the Fiserv Customer Service number or by contacting Us at the address below.

(iii) You shall, at any time, opt out or ask Us to delete Your information wholly or in part from the database of the Fiserv. To exercise this right, you shall send a request for the same to Fiserv mentioning the specific information to be deleted from the database.

If You have any concern or grievance, You can contact Fiserv as per the following options

### **Escalation Desk**

**Email ID: [nodal.escalation@fiserv.com](mailto:nodal.escalation@fiserv.com)**

**Phone: 022 41561616**

**Or write to:**

**Escalation Desk,**

**First Data (India) Private Limited., 4<sup>th</sup> Floor, G Corp, Kasarwadavali, Near Hyper City, Ghodbunder Road, Thane (West) - 400607.**

## OPERATING GUIDE

### I. General guidelines

Fiserv provides processing services to facilitate the transfer of Your Sales Receipts back to the thousands of Card-issuing institutions. This *Operating Guide* describes the procedures for submitting Card Scheme Transactions for payment, obtaining Authorisations, responding to Chargebacks, media retrieval requests, and other aspects of the operations of Our Services. This guide is designed to provide You with the principles for a sound Card program and help You decrease Your Chargeback liability and to train Your Employees.

The content contained in this document focuses primarily on acceptance practices associated with Mastercard®, Visa®, RuPay, JCB, Diners, UnionPay® and American Express®. Fiserv provides Authorisation, processing or settlement of Transactions involving other Card Scheme brands, You should also consult those independent Card Schemes to acquaint Yourself to their rules and regulations.

The requirements set out in this Operating Guide will apply unless prohibited by law. You are responsible for following any additional or conflicting requirements imposed by Your country. The first step of a Transaction actually begins before a customer even decides to make a purchase. This part of *Your Operating Guide* reviews steps You will need to take to ensure customers are informed of their payment options and understand the terms of sale.

#### 1. Use of Card Scheme brands

##### Do's

- › Prominently display relevant trademarks of the Card Schemes at each of Your locations, in catalogues, on websites and on other promotional material.
- › Only use the official trademarks of Fiserv and of the Card Schemes as officially instructed to do so.

##### Don'ts

- › Don't indicate that Fiserv or any Card Scheme endorses Your goods or services.
- › Don't use the trademarks of any Card Scheme after: Your right to accept the Cards of that Card Scheme has ended; or that Card Scheme has notified You to stop using their trademarks.
- › Don't use the trademarks of Fiserv, or of the Card Schemes in any way that injures or diminishes the goodwill associated with the trademarks.
- › Don't use the trademarks of Fiserv or the Card Schemes in any manner, including in any advertisements, displays, or press releases, without Our prior written consent.

## 2. Validating Card brands

Fiserv acquires for the following Card Schemes: Visa, Mastercard, RuPay, UnionPay, JCB, Diners, etc. If You have selected to accept these brands, You must honour to accept all Cards presented under these brands.

Additionally, Fiserv may make provision for the acceptance and on forwarding of Transactions for American Express. You will need to engage American Express separately for contractual arrangements, which will include processing, funding and providing You with a statement.

## 3. Point-of-Sale (POS) reminders

### Dos

You must clearly and conspicuously:

- › Disclose all material terms of sale, Refund, and other policy (if applicable) to be disclosed prior to obtaining an Authorisation. All these policy terms and conditions must be written or disclosed by You to the Cardholder vide a terms and conditions document which needs to be duly signed by the Cardholder or on an invoice.
- › At all points of interaction inform Cardholders which entity is making the sales offer, so that the Cardholders can clearly distinguish You from any other party involved in the interaction.
- › Disclose any surcharge/discount/incentive associated with the Transaction.

### Points to Note:

- › Do not hand over the POS Terminal to the Cardholder, except for entering the PIN
- › Your business should be in line with the Merchant Category Code-MCC (business description) stated at the time of on-boarding
- › In case there is any significant change to Your line of business, projected Card turnover, or average ticket size then please notify Your relationship manager/contact centre immediately.

## 4. Transactions where the Cardholder is not present - “Card-not-present” Transactions

This section applies to any Transaction where the Cardholder is not present, such as mail order/ telephone order (MO/TO), Internet/e-commerce.

You may only conduct e-commerce Transactions if You have notified Us in advance and received approval to do so.

If You accept orders via the Internet, Your website must include the following information in a prominent manner:

- › A complete description of the goods or services offered.
- › Details of Your (i) Delivery policy; (ii) consumer data privacy policy; (iii) cancellation policy; and (iv) returns policy. (v) No show policy (in case of Hotels & Airlines) (vi) cancellation/Refund policy on website.
- › You must properly disclose the cancellation/Refund policy on Your website on the check -out page in scroll down and in a click to I ACCEPT format.

NOTE: If such policy is published by clicking on a separate link that takes the Cardholder/customer to another page, then such a step will not be treated as acceptable under policy.

- › The Transaction currency. Cardholder should be disclosed of currency usage and there should be an option provided to him/her for currency choices.
- › The customer service contact, including email address and telephone number.
- › Your address.
- › The Transaction security used on Your website must be 3D Secure
- › Any applicable export or legal restrictions.
- › Your identity at all points of interaction with the Cardholder.

#### **Dos**

- › Notify the Cardholder of Delivery timeframes and special handling or cancellation policies, Refund and return policies. For hotel and airlines, no show policy must be clearly articulated.
- › Ship goods within 7 (Seven) days from the date on which Authorisation was obtained. If delays are incurred (for example, out of stock) after the order has been taken, notify the Cardholder and obtain fresh Authorisation of the Transaction.
- › For e-commerce, add a “tick box” or acceptance confirmation so the Cardholder acknowledges the terms and conditions of the sale they are entering into prior to completing the checkout. Also, the acceptance confirmation needs to be disclosed before payment is made the Cardholder
- › Display of a contact information at each of Your locations.
- › Your Shipping policies must include in detail, the timelines and procedure for shipping.

#### **Don'ts**

- › Don't accept Card numbers by electronic mail (email).
- › Don't exceed the percentage of Your total payment Card volume for Card-not-present sales, as set out in Your Application.
- › Don't submit a Transaction for processing until after the goods have been shipped or the Service has been provided to the Cardholder – the only exception to this is where the goods have been manufactured to the Cardholder's specifications and the Cardholder has been advised of the billing details.
- › Don't require a Cardholder to complete any Documentation that displays the Cardholder's account number in clear view when mailed or send any mailing to a Cardholder that displays Personal Information in clear view.
- › No redirection should be allowed from Your site including to Your group/sister concern sites.
- › Card information (actual Card data and Card number) must not be stored on Your website.

### **5. Transaction guidelines**

#### **Dos**

- › Only present for payment valid charges that arise from a Transaction with a bona fide Cardholder.
- › Only present for payment valid charges that arise from a bona fide purchase of goods or services in the ordinary course of Your business.
- › Ensure Transaction amounts reflect the inclusion of Goods and Services Tax (GST), if applicable.
- › Disclose any surcharge to be applied.

#### **Don'ts**

- › Don't set a minimum Transaction amount for any Card Scheme. Don't establish any special conditions for accepting a Card other than allowable by law (e.g., surcharge).

- › Don't make any cash disbursements or cash advances to a Cardholder as part of a Transaction with the exception of the cheque/savings Transactions performed with Cards.
- › Don't require a Cardholder to supply any Personal Information for a Transaction (e.g., phone number, address, driver's licence number, etc.) unless required for Delivery purposes.
- › Don't submit any Transaction representing the refinance or transfer of an existing Cardholder obligation which is deemed uncollectible, for example, a Transaction that has been previously charged back, or to cover a dishonoured cheque.
- › Don't submit Transactions on the personal Card of an owner, partner, officer, or employee of Your business establishment or of a guarantor who signed Your Application form, unless such Transaction arises from a bona fide purchase of goods or services in the ordinary course of Your business.

## 6. Security

You are responsible for maintaining the security of Your POS devices, particularly since the device is the asset of Fiserv and for instituting appropriate controls to prevent Employees or others from submitting credits (e.g., Refunds) that do not reflect bona fide returns or reimbursements of earlier Transactions.

Please comply with the data security requirements shown below at all times:

### Dos

- › Install and maintain a secure firewall configuration to protect data.
- › Protect stored data and encrypt the transmission of data sent across open/public networks, using methods indicated in the Payment Card Industry Data Security Standard (PCI DSS) which is available at: [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).
- › Use and regularly update anti-virus Software and keep security patches up-to-date.
- › Restrict access to data by business "need to know" basis. Assign a unique ID to each Person with computer access to data and track access to data by unique ID.
- › Regularly test security systems and processes.
- › Maintain a policy that addresses information security for Employees and contractors.
- › Prohibit/restrict access to Cardholder information.
- › Destroy or purge all media containing obsolete Transaction data with Cardholder information.
- › Keep all systems and media containing Card account, Cardholder, or Transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorised Party.
- › Use only those services and devices that have been certified as PCI-DSS compliant by the Card Schemes and other regulatory bodies.

### Don'ts

- › Don't use vendor-supplied defaults for system passwords and other security parameters.
- › Don't store or retain Card verification codes (three-digit codes printed in the signature panel of most Cards) after final Transaction Authorisation.

For Internet Transactions, copies of the Transaction records may be delivered to Cardholders in either electronic or paper format.

## II. Information and guidelines for specific Transaction types

This part of *Your Operating Guide* reviews essential elements of a Transaction, including Authorisations, issuing Refunds and exchanges, and handling special Transactions like recurring payments. You'll also find

information about Chargebacks and processes to put in place to help avoid Chargebacks. Feel free to contact the Fiserv Customer Contact Centre with any questions that arise as You review this information.

## 1. Authorisations

### General

- › You must obtain an Authorisation Approval Code for all Transactions.
- › An Authorisation Approval code only indicates the availability of funds on an account at the time the Authorisation is requested. It does not indicate that the person presenting the Card is the rightful Cardholder, nor is it a promise or guarantee that You will not be subject to a Chargeback or adjustment.
- › You must not attempt to obtain multiple Authorisations for a single Transaction. If a sale is declined, do not take alternative measures with the same Card to obtain approval of the sale from other sources. Request another form of payment instead. You must not try to split the Transaction amount into multiple small Transaction amount/s.
- › If You fail to obtain an Authorisation Approval Code or if You submit a Card Transaction after receiving a decline (even if a subsequent Authorisation attempt results in an Authorisation Approval Code), Your Transaction may result in a Chargeback.
- › You may be charged for a request for an Authorisation Approval code (where applicable), whether or not the Transaction is approved.
- › For Card present Transactions, You must use Your Fiserv provided POS Terminal to obtain an Authorisation Approval Code.
- › Follow the prompts on the Fiserv provided POS Terminal screen, do not deviate from the prompts or ignore the Authorisation response received.

### Transaction processing

The following general requirements apply to all Debit Card Transactions:

- › All debit Transactions must be authorised and processed electronically.
- › You may not complete a Debit Card Transaction that has not been authorised. If You cannot obtain an Authorisation at the time of sale, You should request another form of payment from the customer or process the Transaction as a store and forward or resubmission, in which case You assume the risk that the Transaction fails to authorise or otherwise decline.
- › For a declined Transaction, the Cardholder should be instructed to contact the Issuer to find out why.
- › Debit Card Transactions must be completed either with a Personal Identification Number (PIN) or via means of a contactless “tap and go” method.
- › Where a PIN must be entered, it must be entered into the PIN pad only by the Cardholder. You cannot accept the PIN from the Cardholder verbally or in written form.
- › You must provision for and offer to issue a receipt to the Cardholder upon successful completion of a Transaction.
- › The Cardholder account number will be masked so that only the part of the account number (e.g., first six and last three digits) will appear. The masked digits will appear as a non-numeric character such as an asterisk. This is referred to as PAN truncation.
- › You may not manually enter the account number. The account number must be read electronically from either the Chip or the Magnetic Stripe which is used in the event of “technical fallback” when the POS Terminal cannot interact with the Chip.
- › If the Magnetic Stripe is also unreadable, You must request another form of payment from the Cardholder.
- › Any applicable Taxes (e.g., GST) must be included in the total Transaction amount for which Authorisation is requested. Tax may not be collected separately in cash.

- › You are responsible to secure Your POS Terminals, POS Terminal passwords, and change to its default passwords and to institute appropriate controls to prevent Employees or others from submitting Refunds and voids that do not reflect bona fide returns or reimbursements of prior Transactions.
- › You must not store any PIN and You must securely store any account information to prevent unauthorised access, use, or disclosure.

## Special types of Transactions

### Payment by instalments

If a Cardholder makes a deposit toward the full amount of the sale price and pays the balance on Delivery, please follow the procedures set out in this section.

#### Dos

- › Execute two separate Transactions and obtain an Authorisation on each Transaction date.
- › Submit and seek Authorisation of each delayed Delivery Transaction under the same merchant identification number and treat deposits on the Card no differently than You treat deposits on all other payment products.
- › Obtain signed proof of Delivery upon Delivery of the services/merchandise purchased by the Cardholder or any authorised person.

#### Don'ts

- › Don't submit a final Transaction to us relating to the "balance" until the goods have been completely delivered or the services fully provided.

### Recurring Transactions

If You process recurring Transactions and charge a Cardholder's account periodically for goods or services (e.g., yearly subscriptions, annual membership fees, etc.) please follow the procedures set out in this section. Further You shall ensure to comply with the RBI Circular as may be applicable in this regard.

#### Dos

- › Obtain written Cardholder approval for goods or services to be charged on a recurring basis to the Cardholder's account. Approval must at least specify:
  - The Cardholder's name, address, account number, and expiration date.
  - The Transaction amounts.
  - The timing or frequency of recurring charges.
  - The duration of time for which the Cardholder's approval is granted.
  - The recurring policy disclosure and Refund policy disclosure
- › Obtain an Authorisation for each Transaction.
- › Include the recurring payment indicator in each Authorisation request, and as applicable, each batch submission entry.

#### Don'ts

- › Don't include partial payments for goods or services purchased in a single Transaction.
- › Don't impose a finance charge in connection with the recurring Transaction or preauthorised order.
- › Don't complete a recurring Transaction after receiving a cancellation notice from the Cardholder or Card

issuing bank or after a request for Authorisation has been denied.

You should not store Card verification codes.

A positive Authorisation response for one recurring Transaction is not a guarantee that any future recurring Transaction Authorisation request will be approved or paid.

If the recurring Transaction is renewed, You must obtain from the Cardholder a new written request for the continuation of such goods or services to be charged to the Cardholder's account.

If You or Fiserv have terminated Your right to accept Cards, You must not submit Authorisation requests or Transactions for recurring Transactions due after the date of such termination.

## Stored payment credentials

### Do's

- › You shall not store the actual Card data or Card number. Any such data stored previously shall be purged. For Transaction tracking and / or reconciliation purposes, You can store limited data – last 4 (four) digits of actual Card number and Card Issuer's name – in compliance with the applicable standards. If You store the tokenised Card to facilitate future purchases by the Cardholder, follow the procedures set out in this section.
- › Do include the appropriate data values when a payment credential is being stored for the first time.
- › Do include the appropriate data values when a payment credential is being used to initiate a stored credential Transaction.
- › Do include the appropriate data values when a payment credential is being used to identify an unscheduled credential on file Transaction.
- › Do submit a valid Authorisation if an amount is due at the time the payment credential is being stored.
- › Do submit an Authorisation verification if no payment is due at the time the payment credential is being stored.

### Don'ts

- › Don't store a payment credential if either the first payment Transaction or account verification is declined.

## 2. Refunds

### Do's

- › For e-Commerce, do add a "tick box" or acceptance confirmation so the Cardholder acknowledges the terms and conditions of the sale they are entering into prior to complete the checkout.
- › Provide clear instructions to Your customers regarding returns/ Refund/ cancellation policies, including the following:
  - Customer service telephone number
  - Reference number for the return
  - Expected processing time for the credit
  - Return address, preferably on a pre-formatted shipping label (if applicable).
- › Do document Your cancellation policy as applicable to local laws.
- › Do provide full Refunds for the exact currency amount of the original Transaction including goods and services tax and in no circumstances provide a Refund amount for more than the original sale amount.

## Don'ts

- › Don't provide a Refund amount for more than the original sale amount.
- › Don't credit an account that differs from the account used for the original Transaction.
- › Don't give cash, cheque, or other consideration for Card sales.
- › Don't intentionally submit a sale and an offsetting credit at a later date solely for the purpose of debiting and crediting Your own or a customer's account.
- › Don't process a Refund after a Chargeback has been received.

Your website must communicate Your Refund policy to Your customers with the prudent practice of seeking Your customers to select a "click-to-accept" or another affirmative button to acknowledge the policy.

Display the terms and conditions of the purchase on the same screen view as the checkout screen that presents the total purchase amount, or within the sequence of website pages the Cardholder accesses during the checkout process.

### 3. Chargebacks, retrievals, and other debits

#### Chargebacks

Both the Cardholder and the Card issuing bank have the right to question or dispute a Transaction. If such questions or disputes are not resolved, a Chargeback may occur. You are responsible for all Chargebacks, Our Chargeback fees and related costs arising from Your Transactions. As a result, We will debit Your Settlement Account for the amount of each Chargeback.

Due to the short time frames and the supporting Documentation necessary to successfully (and permanently) reverse a Chargeback in Your favour, We strongly recommend that:

- › You adhere to the guidelines and procedures outlined in this guide.
- › Investigate if You receive a Chargeback, submit the appropriate Documentation within the required time frame if You dispute the Chargeback.
- › Whenever possible, contact the Cardholder directly to resolve the dispute.
- › If You have any questions, You may reach out to 24 X 7 the Fiserv Customer Contact Centre, contact Your account manager or write to:
- › Call – 18002666545 / 18001021671
- › Email – [merchantcare@fiserv.com](mailto:merchantcare@fiserv.com)

You must not process a credit Transaction (also known as a Refund) once a Chargeback is received, even with Cardholder Authorisation, as the credits may not be recoverable, and You may be financially responsible for the credit as well as the Chargeback. Instead, the Card issuing bank will credit the Cardholder's account.

#### Chargeback process

If the Card issuing bank submits a Chargeback, We will send You a Chargeback notification, which may also include a request for Transaction Documentation. Due to the short time requirements imposed by the Card Schemes, it is important that You respond to a Chargeback notification request promptly and within the time frame set out in the notification.

Upon receipt of a Transaction Documentation request, You must immediately retrieve the requested Transaction receipt/sales draft(s) using the following guidelines:

- › A legible copy;
- › If applicable, make copies of a hotel folio, car rental agreement, mail/phone/Internet order form, or other form of receipt;
- › Submit supporting Documentation in accordance with the instructions provided.

If the information You provide is both timely and, in Our sole discretion, sufficient to warrant a re-resentation of the Transaction or reversal of the Chargeback We will do so on Your behalf. A re-resentation or reversal is ultimately contingent upon the Card issuing bank and/or Cardholder accepting the Transaction under applicable Card Schemes guidelines. Re-resentation or reversal is not a guarantee that the Chargeback has been resolved in Your favour.

If We do not receive a clear, legible and complete copy of the Transaction Documentation within the timeframe specified on the request, You may be subject to a Chargeback for “non-receipt” for which there is no recourse.

If You do not dispute the Chargeback within the applicable time limits as set by the Card Schemes Rules and regulations, You will forfeit Your reversal rights.

If We reverse the Chargeback and re-present the Transaction to the Card issuing bank, the Card issuing bank, at its sole discretion, may elect to submit the matter for arbitration before the applicable Card Scheme. The Card Scheme may charge a filing fee and a review fee. Whether or not a decision is made in Your favour, You will be responsible for all such fees, charges and any other applicable fees and charges imposed by the Card Scheme. To the extent permitted by the law, such fees and charges will be debited from Your Settlement Account in addition to the Chargeback.

### **Sample Chargeback reasons**

The following outlines the most common types of Chargebacks. This list is not exhaustive. We have included recommendations on how to reduce the risk of Chargebacks. These are recommendations only and do not guarantee that You will eliminate Chargebacks.

#### **Chargebacks due to Authorisation description**

Proper Authorisation procedures were not followed and valid Authorisation was not obtained.

##### **Likely scenario**

- › Authorisation not obtained.
- › Authorisation was declined.
- › Transaction processed with an expired Card and Authorisation was not obtained.
- › Transaction processed with an invalid account number and Authorisation was not obtained.

##### **Recommendations to reduce risk of Chargeback**

- › Obtain valid Authorisation on the day of the Transaction.
- If You receive a decline response, request another form of payment.

#### **Chargebacks due to cancellation and returns description**

Credit was not processed properly, or the Cardholder has cancelled or returned items.

##### **Likely scenario**

- › Cardholder received damaged or defective merchandise.
- › Cardholder continued to be billed for cancelled recurring Transaction.
- › Credit Transaction was not processed.

### Recommendations to reduce risk of Chargeback

- › Issue credit to the Cardholder on the same account as the purchase in a timely manner.
- › Do not issue credit to the Cardholder in the form of cash, cheque or in-store/merchandise credit as We may not be able to recoup Your funds if the Transaction is charged back.
- › For recurring Transactions ensure customers are fully aware of the conditions:
  - Cancel recurring Transactions as soon as notification is received from the Cardholder or as a Chargeback, issue the appropriate credit as needed to the Cardholder in a timely manner; and
- › Provide proper disclosure of Your Refund policy for returned/cancelled merchandise, or services to the Cardholder at the time of Transaction. Card present, Cardholder signed the sales draft containing disclosure.
- › For e-Commerce, provide disclosure on Your website on the same page as checkout.
- › Ideally have the Cardholder to click to accept prior to completion.

### Chargebacks due to fraud description

Transactions that the Cardholder claims are unauthorised; the account number is no longer in use or is fictitious, or the Merchant was identified as “High Risk.”

**Note:** For Visa Transactions, to ensure that You preserve Your Chargeback rights, You must:

- › Complete a retrieval request and provide a sales slip that contains all required data elements; and
- › Respond to all retrieval requests with a clear legible copy of the Transaction Document that contains all required data elements within the specified timeframe.

### Likely scenario

- › Multiple Transactions were completed with a single Card without the Cardholder’s permission.
- › A counterfeit Card was used, and proper acceptance procedures were not followed.
- › Authorisation was obtained; however, full track data was not transmitted.
- › The Cardholder states that they did not authorise or participate in the Transaction.

### Recommendations to reduce the risk of Chargeback Card present Transactions

- › Obtain an Authorisation for all Transactions.
- › For recurring Transactions ensure customers are fully aware of the conditions.
- › Cancel recurring Transactions as soon as notification is received from the Cardholder or as a Chargeback, and issue the appropriate credit as needed to the Cardholder in a timely manner.
- › You should avoid keying the Card data into Your POS Terminal unless You have been given Mail Order/Telephone Order (MO/TO) access and permission to do so.

### Recommendations to reduce the risk of Chargeback Card-not-present Transactions

- › Ensure Delivery of the merchandise or services ordered to the Cardholder.
- › Participate in recommended fraud mitigation tools:

- Verified by Visa Program
- Mastercard SecureCode

**Note:** While Transactions utilising, these tools may still be disputed; the service may assist You with Your decision to accept certain Cards for payment.

- › Obtain Authorisation for all Transactions.
- › Ensure merchant descriptor matches the name of the business and is displayed correctly on the Cardholder statement.
- › Ensure descriptor includes correct business address and a valid customer service number.

### **Chargebacks due to Cardholder disputes description**

Goods or services not received by the Cardholder, merchandise defective or not as described.

#### **Likely scenario**

- › Services were not provided, or merchandise was not received by the Cardholder.
- › Cardholder was charged prior to merchandise being shipped or merchandise was not received by agreed upon Delivery date or location.
- › Cardholder received merchandise that was defective, damaged, or unsuited for the purpose sold, or did not match the description on the Transaction Documentation/verbal description presented at the time of purchase.
- › Cardholder paid with an alternate means and their Card was also billed for the same Transaction.
- › Cardholder cancelled Service or merchandise and their Card was billed.
- › Cardholder billed for a Transaction that was not part of the original Transaction Document.
- › Cardholder claims to have been sold counterfeit goods.
- › Cardholder claims the merchant misrepresented the terms of sale.

### **Recommendations to reduce such risk of Chargeback**

- › Provide services or merchandise as agreed upon and described to the Cardholder; clearly indicate the expected Delivery date on the Sales Receipt or invoice.
- › Contact the Cardholder in writing if the merchandise or service cannot be provided or is delayed and offer the Cardholder the option to cancel if Your internal policies allow.
- › If the Cardholder received defective merchandise or the merchandise received was not as described; resolve the issue with the Cardholder at first contact.
- › If the merchandise is being picked up by the Cardholder, have them sign for the merchandise after inspecting that it was received in good condition.
- › If unable to provide Services or merchandise, issue a credit to the Cardholder in a timely manner.
- › Accept only one form of payment per Transaction. Ensure that the Cardholder is only billed once per Transaction.
- › Do not bill Cardholder for loss, theft or damages unless authorised by the Cardholder.
- › Ensure that a description of the Service or merchandise provided is clearly defined.

### **Chargebacks due to processing errors description**

Error was made when Transaction was processed or it was billed incorrectly.

#### **Likely scenario**

- › The Transaction was not deposited within the Card Scheme specified timeframe.
- › The Cardholder was issued a credit however the Transaction was processed as a sale.
- › The account number or Transaction amount used in the Transaction was incorrectly entered.
- › A single Transaction was processed more than once to the Cardholder's account.
- › The Cardholder initially presented the Card as payment for the Transaction. However, the Cardholder decided to use an alternate form of payment.

### **Recommendations to reduce risk of Chargeback**

- › Process all Transactions within the Card Scheme specified timeframes.
- › Ensure all Transactions are processed accurately and only one time.
- › If a Transaction was processed more than once, immediately issue voids, Transaction reversals, or credits.
- › Ensure that credit Transaction receipts are processed as credits and sale Transaction receipts are processed as sales.
- › Ensure all Transactions received a valid Authorisation Approval Code prior to processing the Transaction.
- › Do not alter Transaction Documentation or make any adjustments unless the Cardholder has been contacted and agrees to modifications of the Transaction amount.
- › Retain copies of all Transaction Documentation for the required timeframe that is specified by each Card Scheme.
- › Develop efficient methods to retrieve Transaction Documentation to maximise ability to fulfil requests.
- › Merchant should retain the Transaction Documents for 18 (Eighteen) months from the date of Transaction.

### **4. Suspect/ fraudulent Transactions**

If the Card being presented or the behaviour of the Person presenting the Card appears to be suspicious or otherwise suspect fraud, You must immediately contact the Fiserv Customer Contact Centre.

While not proof that a Transaction is fraudulent, the following are some suggestions to assist You in preventing fraudulent Transactions that could result in a Chargeback.

#### **Does the Cardholder:**

- › Appear nervous/ agitated/ hurried?
- › Appear to be making indiscriminate purchases (for example, does not care how much an item costs, the size, etc.)?
- › Make purchases which do not seem to be bonafide or are substantially greater than the average business ticket size (for example, Your average Transaction is INR 1,000 (Rupees One Thousand), but this Transaction is for INR 10, 000 (Rupees Ten Thousand))?
- › Insist on taking the merchandise immediately (for example, no matter how difficult it is to handle, is not interested in Delivery, alterations, etc.)?
- › Appear to be purchasing an unusual amount of expensive items or the same items?
- › Talk fast or carry on a conversation to distract You from checking Authorisation code obtained or where applicable, the signature?
- › Take the Card from a pocket instead of a wallet?
- › Repeatedly come back, in a short amount of time or right before closing time, to make additional purchases?
- › Cause an unusual, sudden increase in the number and average sales Transactions over a one-to three-day

period?

### Does the Card:

- › Have characters the same size, height, style, and all within alignment?
- › Appear to be re-embossed (the original numbers or letters may be detected on the back of the Card)?
- › Have a hologram? Does it look damaged? Never accept a Card without the hologram.
- › Have a Chip?
- › Have a Magnetic Stripe on the back on the Card?
- › Have an altered signature panel (for example, appear discoloured, glued or painted, or show erasure marks on the surface)?
- › Have “valid from” (effective) and “valid thru” (expiration) dates consistent with the sale date?

We also recommend that You are vigilant for any Cardholder who behaves as follows, specifically in relation to prepaid Cards:

- › Frequently makes purchases and then returns the goods for cash;
- › Uses prepaid Cards to purchase other prepaid Cards;
- › Uses large numbers of prepaid Cards to make purchase.

### 5. Dynamic Currency Conversion (DCC)

- › Disclosures must happen when DCC is offered and before the Cardholder is prompted to actively choose the Transaction currency.
- › Merchants must utilise screens and/or receipts that are deemed compliant by the Cards associations in order to offer DCC.
- › As part of Your initial implementation of DCC Your screens and receipts will be reviewed for compliance purposes by Our Dynamic Currency Solutions Product Team. Additionally, any future changes to screens and/or receipts need to be reviewed by the Global Currency Solutions Product Team to ensure continued compliance with Card Scheme Rules.
- › There are explicit rules related to offering DCC when utilising customer facing devices. Specifically:
  - Offer cannot contain YES/NO buttons. They may instead provide the offering in a neutral manner such as “Pay in EUR”/“Pay in USD”;
  - Offers cannot utilise different coloured selection buttons such as **RED**/**GREEN**;
  - Offer cannot utilise different font size or bold characters.

### Steering

- › It cannot be said often enough: The Merchant must never steer a Cardholder to choose DCC over the Merchant’s base currency.
- › Based on guidance from the Card Schemes, steering can occur in many forms and are not necessarily obvious to Merchants or their sales staff. Steering can appear as active or passive, but neither is permitted.

In general, Merchants should utilise caution and be aware of the following regulations when offering DCC:

- › The Merchant must not use any language or procedure that would cause the Cardholder to choose DCC by default.
- › The Merchant must not use any language or procedure that may make paying in the Merchant’s local currency difficult to understand.
- › The Cardholder must consent to opt in for each DCC Transaction. Although for certain vertical markets such as Travel and Expense, Merchants may capture the Cardholder’s decision in advance and utilise this

during their hotel stay, cruise trip or car rental.

## 6. Glossary.

- › **Application:** The agreement between the Merchant and Fiserv comprising the Merchant Application, the agreement terms and conditions and any supporting documents each as amended from time to time.
- › **Authorisation:** The confirmation by the Issuer that the Card number exists and that enough funds are available to allow the transaction to go ahead.
- › **Authorisation approval code:** A number issued to a participating merchant which confirms the authorisation for a sale or Service.
- › **Card:** A payment card or any form factor that can be used to initiate a payment transaction as specified on the Application.
- › **Cardholder:** Means the individual whose name is embossed on a Card and any authorised user of such Card.
- › **Card Scheme:** Any entity formed to administer and promote Cards, including without limitation Mastercard International, Inc, Visa International, Inc, and UnionPay International, Rupay, Diners, etc.
- › **Card Scheme Rules:** The rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Scheme.
- › **Card validation value:** A three-digit value printed in the signature panel of most Cards. Visa's Card Validation Code is known as CVV2; Mastercard's Card Validation Code is known as CVC2. Card Validation Codes are used to deter fraudulent use of an account number in a non-face-to-face environment, e.g., MOTOs and Internet orders), which must not be stored after Authorisation.
- › **Chargeback:** The reversal of a sales transaction (or other indicia of a Card Transaction) and reversal of any associated credit to Your funding/settlement account because a Cardholder or Issuer disputes the Transaction or can be reversed under associated operating procedures.
- › **Chip:** An microprocessor embedded Cards which stores and protects Cardholder data.
- › **Credit Card:** A valid Card bearing the service mark of Visa, Mastercard (and any other Card agreed by the parties), the use of which accesses the Cardholder's credit facility or a debit facility through one of the Card Schemes.
- › **Credit receipt:** A document evidencing the return of merchandise by a Cardholder to a merchant or other refund made by the merchant to the Cardholder.
- › **Debit Card:** A valid Card the use of which accesses the Cardholder's cheque or savings account facility made available by the Issuer.
- › **EMV:** Chip technology standards originally developed by Europay, Mastercard, and Visa where data is stored on integrated circuits rather than a Magnetic Stripe
- › **Issuer:** Cardholder's bank, or the bank, which has issued a Card to an individual
- › **Magnetic stripe:** A stripe of magnetic information affixed to the back of a plastic Card
- › **Merchant:** The party identified as "Merchant" in the Merchant Agreement. The words "You" and "Your" refer to Merchant.
- › **Refund:** The reversal of a sales Transaction in accordance with the Merchant Agreement.
- › **T&E:** Shall mean Travel and Expense.
- › **Transaction:** Includes a sales transaction (being the supply of goods or services or both), a cash out transaction, Refund, or Cash Related transaction in which a Card or Card number is used and which is processed by the Merchant either manually or electronically.

September 08, 2025