

THIS AGREEMENT is made at Mumbai this _____ day of _____ 200 ,

BETWEEN:

(1) E-Billing Solutions Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 501, 6th Floor, Megasri Classic, Dwarkapuri Colony, Punjgutta, Hyderabad - 500 082, Andhra Pradesh and having its corporate office at A/11 Pranik Garden, Mahavir Nagar, Kandivali (West), Mumbai 400 067. (hereinafter referred to as "EBS", which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART;

AND

(2) _____
a company incorporated under the provisions of the Companies Act, 1956 / a partnership firm registered under the provisions of the Indian Partnership Act / a proprietorship firm having its office at _____

hereinafter referred to as the "Merchant", which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include (i) in the case of the Merchant being a sole proprietary concern / individual - the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the Merchant, being a partnership firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in the case of the Merchant, being a company - its successors and assigns (iv) in the case of the Merchant being a Trust- The trustees from time to time of the trust, administrators, beneficiaries and the survivor or survivors of them, executors, legal representatives and permitted assigns (as the case may be) of the OTHER PART

WHEREAS:-

(i) EBS is engaged in the business of providing Internet based payment gateway services to Merchants to facilitate electronic payments using the facilities of various Banks, Acquiring Banks, Financial Institutions, Cash Card Brands, various software providers as well as third party service providers and/or Payment Card industry issuers such as Master Card / Visa / Diners Card, various Banks, etc., either directly and/or through their Authorised Agent/s who have signed with EBS and associate Companies (herein after collectively referred to as the "facility providers") and in the future they may sign up with more Banks and any other entities whomsoever, more particularly for the purpose and intent of providing information technology services including but not limited to Internet based electronic commerce, Mobile based Electronic commerce, Mobile Payment Gateway, Internet payment gateway and electronic software distribution services. These facility providers have presently allowed and/or anytime in the future shall allow EBS to use the Internet Payment Gateways developed by them to route various modes of payment mechanism and settlement facilities, in respect of payment instructions initiated by the Merchants customers on the Merchant/s websites for payments to be made by the Customer in respect of Products/Services purchased from the merchant, hereinafter the aforesaid services agreed to and/or intended to be extended to the Merchant/s shall be collectively referred to as "Payment Gateway Services" and accordingly transfer of funds from the customer to EBS, as regards the transactions entered into on the internet or mobile services or through any other mode and or through any third party clearing houses/Acquiring Banks. EBS has also established a web-site with the domain name www.ebs.in to enable its merchants to obtain payment gateway services by linking up with the Payment Gateway provided by the Acquiring Bank and/or facility providers so as to enable the customers of various merchants to place orders for purchase and pay for the Products and/or Services through the Internet by various acceptable modes of payment mechanism;

(ii) "Merchant" is one who sells products and services to the customers on the Internet through websites owned/ operated by the Merchant and/or hosted on behalf of the merchant and who is desirous of utilizing the Payment Gateway facility for processing payments in respect of transactions made by its customers on the Merchant's website (the "Site/s").

(iii) The Merchant is desirous of acquiring the Payment Gateway services to enable online payments by customers for the Goods purchased or Services availed of on the Sites on the terms and conditions hereinafter appearing. EBS upon the representations made to them by the merchant has agreed to provide Payment Gateway services to the Merchant and the merchant has agreed to obtain the said payment gateway services, in accordance with the terms set out below, and subject to the indemnities, undertaking/s and the declarations given by the Merchant in favour of EBS.

(iv) The merchant has provided certain information to EBS at the time of enlisting and they have represented the same to be true and correct to the best of their knowledge and that they have not withheld any relevant information required to be made known to EBS.

(v) The Parties hereto do hereby execute this Agreement to record the terms and conditions agreed between themselves as under:

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITION:

- 1.1 "Agreement" shall mean this agreement, and any and all schedules, appendices, annexure/s and exhibits attached to it or incorporated in it by reference.
- 1.2 "Authentication" shall mean the process by which a Customer's transaction is authenticated through the Payment Mechanism.
- 1.3 "Authorisation" means the process hereunder by which the 'Acquiring Banks', Facility Providers, institutions, Cash Card Brands and associate Companies, as well as third party service providers and/or Payment Card industry issuers such as Master Card / Visa / Diners Card, Banks, etc., electronically or otherwise conveys the approval of a charge (for a particular transaction attempted at a particular Merchant website) on an acceptable Valid Card and /or Net-banking services and /or Debit-banking services and /or through any other mode of valid payment through various acceptable modes of payment mechanism.
- 1.4 "Customer" means a person and or entity whosoever whose Credit Card, Debit card and/or Net Banking Account and/or any other account has been utilized to purchase Services or Products from Merchants enrolled with EBS to make payment for the same over the Internet on Merchant's Web site through various acceptable modes of payment mechanism.
- 1.5 "Customer Order / Order" shall mean an order placed by a customer for purchase of goods or availing of services provided by the Merchant at the website of the merchant.
- 1.6 "Customer Charge" or "Price" means the sale price of the Product/ Service purchased by the Customer which price shall include the shipping charge (if any), the Insurance charge and all other taxes, duties, costs, charges and expenses in respect of the Product / Service that are to be charged to the Customer.
- 1.7 "Delivery" means, in respect of a Product, delivery of the Product by a reputed courier /parcel service to the Customer at the address specified by the Customer and in respect of a Service, delivery/performance of the Service, and proof of such delivery of Product/Service has been submitted by the Merchant to EBS electronically through their Online Account or otherwise to the satisfaction of EBS.
- 1.8 "Dispatch" shall mean, in respect of a Product, proof to the satisfaction of, EBS, Acquiring Banks, Facility Providers, that the Product has been dispatched to the address specified by the Customer through a reputed courier/parcel service, and in respect of a Service, delivery/performance of the Service and confirmation thereof.
- 1.9 "Issuing Bank/Institution" in respect of a Customer, means the Bank/Institution which has issued the Valid Card to the Customer with which payment for the Product/s / Service/s is made.
- 1.10 "Merchant/s" shall mean merchants/s recruited from time to time by EBS.
- 1.11 "EBS Site" shall mean the website with the domain name "<http://www.secure.ebs.in>" and all its sub domains established by EBS for the purposes of enabling payment processing instructions by the Customers of the Merchant to EBS through the website of the merchant.
- 1.12 "Merchant Account" means the Merchants Receipt/payment account with EBS.
- 1.13 "Merchants Site" shall mean web-site with domain name as specified in Annexure "B" hereto and established/owned or operated by the Merchant for the purposes of selling its Products or Services through the Internet.
- 1.14 "Payment Gateway facilitators" shall mean and include the Acquiring Banks, institutions, facility providers, Cash Card Brands and associate Companies, as well as third party service providers and/or Payment Card industry issuers such as Master Card / Visa / Diners Card, various Banks, etc., and/or their service provider/agents to EBS
- 1.15 "Payment Card Industry" means and includes a Payment Card industry Members like Payment Brands such as MasterCard, Visa, etc. which has issued the Valid Card via an Issuing Bank or directly to the Customer.
- 1.16 "Payment Gateway" shall mean the System owned/operated/made available by Acquiring Bank/s, institutions, Payment Gateway facilitators, Cash Card Brands and associate Companies, as well as third party service providers and/or Payment Card industry issuers such as Master Card / Visa / Diners Card, various Banks, etc., and/or their service provider/agents to EBS for facilitating and validating online transactions on Authorised Merchants' web-sites and the Authorisation of payments in accordance with the Payment Mechanism.
- 1.17 "Payment Mechanism" means the mechanism for making payments by the various modes of payment, through the Payment Gateway
- 1.18 "Product" means a tangible product that is manufactured or distributed by the Merchant, and that can be / is purchased by the customer, the payment for which is to be made by a Valid Card/Valid Bank Account or through any other acceptable modes of payment mechanism.
- 1.19 "Service" means any service that the Merchant offers to provide on its website, and that is availed of by the Customer, the payment for which is to be made on the Customer's Valid Card/Valid Bank Account or through any other modes of acceptable payment mechanism.
- 1.20 "Valid Bank Account" shall mean the Customer's Bank account enabled with Net-Banking facility to enable the customer to transact online and issue payment instructions.
- 1.21 "Valid Card" shall mean any valid credit card, valid debit card, valid cash card and/or any other card of whatsoever nature issued in India and/or abroad by Visa or MasterCard and/or by issuing Bank or any institution designated to issue a Visa or MasterCard branded approved Card Type, or an approved valid card product licensed by these Associations or an approved card from an approved card bank/institution, debit cards, cash card brands, etc. suitable and valid for transacting as per the scope defined by those respective Institution/s and which is not listed in Visa/MasterCard's or any other bank/Institution warning bulletins and other current warning bulletins and that the valid card is utilized during its period of validity along with a duly authorized, PIN or password and finally that which will be accepted as valid by the Payment Gateway facilitators.
- 1.22 "Valid Charge" shall mean a charge and/or Authorisation on a Valid Card and/or a charge authorised in accordance with this Agreement.
- 1.23 "Valid Transaction" means every order that results in the Delivery by the Merchant to the Customer of the Product(s) / Services in respect of which Customer Order was placed.
- 1.24 "Website Requirements" are the contents that the Merchant shall be required to ensure on their sites as prescribed by Payment Gateway Facilitators/EBS from time to time, as set out in Annexure "D" hereto and or as may be amended by Payment Gateway Facilitators/EBS from time to time.
- 1.25 "Security Requirements" are security related requirements prescribed by Payment Gateway Facilitators/EBS from time to time and/or directed by them to be followed and to be adopted by the Merchant for protecting cardholder/customer related information and any other details and/or information, as set out in Annexure "E" hereto and or as may be amended by Payment Gateway Facilitators/EBS, from time to time.
- 1.26 Transaction Discount Rate" (TDR) is the amount due from the merchant towards charges/commission, etc, for every customer order placed with the merchant, which amount shall be in addition to the AMC and other charges agreed to be paid by the merchant as per Annexure "C".
- 1.27 "Transaction receipt requirements" are requirements that a Merchant shall provide to the cardholder/customer relating to the transaction as prescribed by Payment Gateway Facilitators/EBS and/or directed by them to be followed and to be adopted by the Merchant, as set out in Annexure "E" hereto and or as may be amended by Payment Gateway Facilitators/EBS, from time to time.

2. SCOPE OF ASSIGNMENT, AND TERM

- 2.1 Scope of assignment. During the existence of EBS agreement with the Payment Gateway facilitators, EBS hereby agrees to permit the Merchant to use the Services of EBS as listed in Annexure "B" or that may be amended from time to time, for facilitating payment by customers through a valid card relating to the use of Services of EBS as listed in Annexure "B" for Products/Services availed from the Merchant using Payment Gateway made available by the Payment Gateway facilitators, and on the terms finalized in Annexures "C", provided that the Merchants adhere to the terms and conditions set out between the parties hereto as well as is set out in the Annexures hereto for each and every transaction involving the payment mechanism provided by EBS to enable receipt of such payments. EBS hereby reserves the right to appoint a third party to enable receipt of such payments, on such terms and conditions as it may deem fit.
- 2.2 Term. Subject to any earlier termination pursuant to the terms of this Agreement, this Agreement will be valid for one (1) year from the date of execution of this Agreement and thereafter it shall stand automatically renewed for successive terms of one (1) year each unless terminated by either party hereto.
- 2.3 Non-exclusive. Nothing in this Agreement shall prohibit EBS from furnishing the services similar to those provided under this Agreement to others, including competitors of the Merchant.

3. REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES OF THE MERCHANT:

The Merchant hereby represents, warrants, confirms and undertakes to EBS as under:

3.1 The Merchant has developed and established a robust framework for documenting, maintaining and testing business continuity and recovery procedures and the same are tested periodically and agrees to test the Business Continuity and Recovery Plan jointly with EBS. The Merchant shall honour every valid charge when properly presented for payment for all transactions from valid card/valid bank account holders. The Merchant shall not engage in acceptance practice or procedures that discriminate against or discourage the use of any of the cards of Payment gateway facilitators in favour of any competing card brand that is also acceptable. The Merchants shall also not prefer or indicate that they prefer a particular card brand/s of the Payment Gateway facilitators or any competing card brand.

3.2 The information provided to EBS at the time of enlisting is true to the best of their knowledge and that they have not withheld any relevant information required to be made known to EBS. The Merchant is aware that the Payment Gateway facilitators including the bank/s are not bound by any terms herein. To the extent not prohibited by applicable law, the Merchant hereby authorizes the transfer by EBS and EBS hereby authorises the transfer by the Merchant of any information relating to the Merchant / EBS to and between the branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of EBS / the Merchant and third parties selected by any of them, wherever situated, for confidential use in and in connection with the Products (including for data processing purposes)

3.3 The Merchant has full capacity, power and authority to enter into this Agreement and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all Governmental and other necessary approvals / consents / licenses in all applicable jurisdictions) and to authorize the execution, delivery and performance of this Agreement.

3.4 The Merchant has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Merchant Staff, systems, equipment and procedures and capability to duly perform its Obligations in accordance with the terms of this Agreement and to the satisfaction of EBS.

3.5 The execution of this Agreement and providing services hereunder by Merchant to EBS, does not and will not violate, breach of any covenants, stipulations or conditions of any Agreement, any deed/document/writing entered into by the Merchant with any third party/parties. The Merchant assures that the Merchant shall and shall ensure that all necessary due diligence is done vis a vis its employees.

3.6 By presentation of any transaction information (which for the purposes of this agreement means any sales slip and/ or any information in respect of any transaction presented to EBS by the Merchant in any form whatsoever and the merchant warrants to and agrees with EBS: -

- (i) that all statements contained therein are true correct and complete facts, which are within the knowledge of the merchant.
- (ii) that the merchant has supplied or caused to be supplied, the goods/ and or services to which the transaction information relates and to the value stated therein and a price not greater or otherwise on terms not less favourable than the same price and terms at and on which such goods and/ or services are supplied by the merchant for cash or in any other payment mode.
- (iii) that no other sales slip or information has been or will be issued or presented in respect of the goods and/ or services to which the transaction information relates;
- (iv) that provision of credit for the supply of the goods and/or services to which the transaction information relates is not unlawful; and
- (v) that the transaction information relates to a transaction and that the merchant has complied with the transaction of this agreement.

Neither the receipt by EBS of any transaction information nor any payment by or other act of omission/commission by EBS (other than an express written acknowledgement of EBS vis a vis or waiver thereof by EBS) shall constitute or be deemed to constitute any acknowledgement or waiver of EBS vis a vis compliance by the merchant with any of the warranties specified above or any other provision of this agreement.

3.7 The Merchant shall duly fulfil all Customer Orders in accordance with the instructions of the Customer and as agreed between the customer and the merchant. The Merchant will not acknowledge a Customer Order as "Shipped/Order executed" until after the Product ordered has actually been shipped and the Order executed has been completed by the Customer acknowledging receipt of the product/service. Merchant agrees to deliver all the Products to Customers and complete/execute all Customer orders as expeditiously and without delay. Merchant will not offer "backordered" or out-of-stock products for sale.

3.8 The Merchant shall prior to accepting any instructions from the Customer ensure that appropriate agreements have been executed with the Customer in accordance with the requirements of applicable law and regulations including the terms relating to PRIVACY POLICY and TERMS OF USE OF MERCHANT WEBSITE as more particularly described in Annexure "D" hereto.

3.9 The Merchant shall carry out all verifications for the Customer as may be required on an independent basis. The Merchant is aware that EBS and the Payment Gateway facilitators are not guaranteeing in any manner whatsoever any transactions which the customers will enter into/place with the merchant. The Merchant assures EBS and the Payment Gateway facilitators that the Customers' will place the Customer orders themselves and the merchants agree not to in any circumstances whatsoever place Customer orders on behalf of customers, failing which EBS shall not be responsible for any non payments to the merchant and the same will be construed as a breach of this agreement. If EBS/Payment Gateway Facilitators/Card Associations, etc levy any fine, penalties, etc pertaining to the breach of this agreement or for violation of the norms of the Payment Card Industry/Banks, the same shall be paid by/recovered from the merchant forthwith without any demur, protest or delay.

3.10 It is expressly agreed that EBS and the Payment Gateway facilitators shall not be a party to any agreement/s, assurance/s or undertaking/s between the Customers and the Merchant in any manner whatsoever. The Merchant shall ensure that nothing contained on the site or in any dealings between the Customer and the Merchant would suggest that either EBS and/or the Payment Gateway facilitators is or are a party to the transaction or is otherwise endorsing or guaranteeing the Products and/or Services offered by the Merchant. The Merchant hereby indemnifies EBS and the Payment Gateway facilitators from and against any and all claims, losses, damages, penalties arising from and out of a breach of this agreement and/or in any other manner whatsoever.

3.11 Notwithstanding the aforesaid, the Merchant assures and guarantees to EBS and the Payment Gateway facilitators the due performance of all Customer Orders accepted by them and authorised through the Payment Mechanism.

3.12 In the event that a Customer brings a complaint against EBS and/or Payment Gateway facilitators for deficiency in services to provide Products/Services through the Merchant Site/s, the Merchant shall take such measures as may be required to rectify and/or mitigate the same. In the event the Merchant is unable to rectify the same, the Merchant shall forthwith compensate the Customer for any loss caused to the Customer. The Merchant hereby indemnifies and holds EBS and the Payment Gateway facilitators harmless from and against any and all claims, loss, damage arising from and out of deficiency in Products and/or Services offered by the Merchant and/or in any other manner whatsoever and/or for any reason whatsoever.

3.13 The Merchant shall ensure that the best service standards in the industry are adopted and shall ensure delivery of all Products and Services, purchased on the Merchant Site/s, to the Customers of the merchant in accordance with the highest standards. The Merchant shall ensure that all licenses and registrations required by the Merchant are in full force and effect to enable the Merchant to carry on the business of sale of products.

3.14 The Merchant assures and guarantees to EBS that the merchant will not carry out any activity, which is banned or illegal or immoral and will not sell on the Site of the Merchant the products and services as is listed and set out in Annexure "A" hereto or as may be declared by EBS/Payment Gateway in future.

3.15 EBS and the Payment Gateway facilitators shall be entitled to publish notices, disclaimers and indemnities at the Merchant's Site in the manner and extent deemed necessary by EBS and the Payment Gateway facilitators in accordance with EBS and Payment Gateway facilitators operational and/or policy guidelines and/or any guidelines of whatsoever nature in accordance with the policies issued by the Payment Gateway facilitators and/or the Payment Card Industry. The Merchant shall render the necessary modifications at the Site, so requested by EBS forthwith but not later than 7 days of the request made to the Merchant. The merchant shall not display any material on the Site if the act or manner of such display is contrary to any applicable law, regulation, government policy, order or guideline including all applicable foreign laws and regulations or which is detrimental or harmful to the interest of EBS, in the sole and exclusive opinion of EBS and EBS at any time shall be entitled to prohibit the merchant from the same.

3.16 The Merchant shall at all times ensure confidentiality of all information submitted by the Customers at the Site and otherwise regarding all or any matters related to the Payment Gateway Services. The Merchant shall ensure that the link is not in violation of the provisions of this agreement. The Merchant shall take all precautions as may be feasible or as may be directed by EBS to ensure that there is no breach of security and the integrity of the link between the Site and the Payment Mechanism is maintained at all times during the term of this Agreement. The Merchant shall ensure that there are proper

encryption and security measures at the Site to prevent any hacking into the information of the Merchant's customers and other data. In the event of any loss being due to any act, either within or beyond the control of the Merchant, including any hacking into the Site, the loss, damages, etc., shall be borne by the Merchant and not the Customer;

3.17 The Merchant shall ensure that he is acting in compliance with and shall at all times act in compliance with all laws, rules and regulations and shall at all times comply with the guidelines set by EBS and/or Payment Gateway facilitators including but not limited to Visa, Master Card, Visa Electron or a Maestro or other card and/or any other Issuing/Acquiring Bank law and/or by any Payment Gateway facilitators and in accordance with public/government policy and in support of public sentiment. In the event that EBS and/or Payment Gateway facilitators finds that there is any correction required, and/or breach of compliance as required herein and in this Agreement, EBS or Payment Gateway facilitators may require Merchant to change/ensure changes/modifications of the content of the Merchant Site/s or otherwise as may be desired and/or necessary. If the utilisation of the Facility by the Merchant results in or may result in liability being placed on EBS under VISA / MasterCard guidelines, and/or Payment Gateway facilitators/Card Associations guidelines, such utilisation shall be deemed to be a violation of this Agreement and the same will be due and recoverable from the Merchants.

3.18 In the event of any dispute between the Merchant and the Customer whether in relation to any deficient, improper or incomplete service provided by the Merchant or otherwise, for any other reason whatsoever and if EBS and/or the Payment Gateway facilitators are made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes, the said merchant shall indemnify and shall at all times hereafter keep indemnified EBS/Payment Gateway facilitators from and against any claim, costs, charges, expenses, loss, damages, etc. The Merchant shall take all necessary steps and/or precautions to ensure that the services offered by the Merchant on its Site or otherwise are not mistaken or misrepresented as being associated with, or being offered by EBS and/or the Payment Gateway facilitators. The Merchant shall take all necessary steps and/or precautions and ensure that the appropriate notices and disclaimers are made to the Customer on the Site informing the Customer that it is placing the Order solely with the Merchant and that no other party whosever is in any manner liable in any manner whatsoever and/or responsible to the customer. The Merchant shall add to its Site such disclaimers, warranties and indemnities as EBS and/or the Payment Gateway facilitators may require from time to time.

3.19 The merchant shall ensure that the dispatch or courier instructions shall clearly capture the details of the Customer's order including the Customer's order number in order to enable the identification of the products dispatched. The Merchant shall make available to EBS an online database of all deliveries made and access to information regarding the proof of transactions, invoices or other records of the Merchant pertaining to any order placed by the Customers on the Site and confirmation of proof of delivery/dispatch such as Shipment proof for EBS by quoting the order number. The proof of delivery shall be submitted by the Merchant to EBS electronically through their Online Account to the satisfaction of EBS. EBS, Acquiring Banks, Facility Providers, reserve the rights to call for physical proof of dispatch in respect of a Service, delivery/performance of the Service. All information regarding the proof of transactions, invoices or other records of the Merchant pertaining to any order placed by the Customers on the Site and proof of dispatch of Products shall be maintained by the Merchant for a period of at least three years from the date of dispatch by the Merchant or for any longer period thereafter on being called upon by EBS to retain the same and the same shall be open to inspection by EBS, Acquiring Banks, Facility Providers, etc at any time whatsoever and if need be, true copies/originals of the same shall be handed over to EBS, Acquiring Banks, Facility Providers on demand.

3.20 The Merchant shall ensure that the Merchant accesses the EBS Site as often as may be required in order to access the orders, respond to queries and to address all other matters which the Merchant is required to address and to follow strict service standards for ensuring timely completion of customer orders or addressing the orders of the customers on time and otherwise for providing the best customer satisfaction. The Merchant shall ensure accuracy and correctness in downloading and performing all orders placed by Customers. The Merchant shall furnish to EBS forthwith, the original copy/copies of proof of transactions, invoices or other records of the Merchant pertaining to any order placed by the Customers on the Merchant Site/s.

3.21 The Merchant hereby grants to EBS and Payment Gateway facilitators a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks, logos and/or any other marks' of the Merchant.

3.22 EBS hereby grants to the Merchant a non-exclusive, royalty-free limited license to use, display and reproduce the trademarks, service marks, logos of EBS (herein referred to as "EBS Trademarks") solely in connection with Merchant offering their facilities and services to the public provided that nothing herein constitutes a license to use a EBS Trademarks as part of an Internet domain name. Merchant shall use EBS Trademarks in accordance with the policies notified by EBS in this behalf from time to time. The Merchant shall prominently display, on its Site/s and in other online marketing materials if applicable, a statement/logo/trademark/image provided by EBS. This statement / logo / image must be prominently displayed to all Customers as notified by EBS from time to time. Any design, production, marketing/promotional materials or advertisement which bears the name, logo or trademark of the Payment Gateway facilitators, shall not be used / distributed / issued by the Merchant without prior permission. The Merchant acknowledges that the Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc. and EBS are the sole and exclusive owners of their respective Marks and agrees that the Merchant will not contest the ownership of the said Marks for any reason whatsoever. The Merchant agrees that the Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc. and EBS may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Marks for any reason.

3.23 The Merchant shall disclose its privacy policy on the Site and ensure that the Merchant conducts its business in accordance with the same and as more particularly described in Annexure "D". The Merchant shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the goods and services, which are offered through or included in the Merchant's Site.

3.24 EBS and the Payment Gateway facilitators shall be entitled to prohibit the display of any material on the Site if the act or manner of such display is contrary to any laws, regulations, government policies, order/s or guideline/s including all foreign laws and regulations or otherwise anything else which is detrimental or harmful to the interest of EBS and the Payment Gateway facilitators.

3.25 The Merchant shall take all precautions as may be feasible or as may be directed by EBS and the Payment Gateway facilitators to ensure that there is no breach of security and that the integrity of the link between the Merchants Site, EBS site and the Payment Mechanism is maintained at all times. The Merchant shall ensure that all Customers upon accessing the link are truly and properly directed to the Payment Mechanism. Without prejudice to the generality of the aforesaid, the Merchant shall routinely and at such time intervals as may be specified by EBS check the integrity of the link and provide such reports as may be required to EBS from time to time. The Merchant shall also maintain records of such periodical checks in such manner as may be specified by EBS. EBS shall be entitled to check and audit the Merchant's records and statements in this regard at such intervals or time as EBS may deem fit but with prior notice to the Merchant. Notwithstanding the aforesaid in the event of any loss being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of the provisions of this agreement, the loss shall be to the account of the Merchant and the Merchant herein indemnifies EBS and shall keep indemnified EBS from any loss as may be caused in this regard.

3.26 The Merchant shall not (whether online or otherwise):

- a. describe itself as agent or representative of EBS and/or the Payment Gateway facilitators
- b. make any representations to a Customer or any third party or give any warranties which may require EBS and/or the Payment Gateway facilitators to undertake to or be liable for, whether directly or indirectly, any obligation to and/or responsibility for a Customer or any third party and the merchant shall indemnify and shall at all times hereafter keep indemnified EBS and/or Payment Gateway facilitators on account of any liability, etc. that may arise on account of their failure to abide by the said terms. The Merchant shall reimburse to EBS all expenses, charges, penalties, liabilities arising out of any third party claim.
- c. place the credit of EBS and/or the Payment Gateway Facilitators in any way
- d. represent that it has any rights to offer any products offered by EBS and/or the Payment Gateway facilitators or is related to EBS and/or the Payment Gateway Facilitators in any manner whatsoever;
- e. sublet / permit / contract the use of the Site to any person/s whomsoever including its associates, third parties or franchisees'.

3.27 That during the pendency of this agreement and during the pendency of the Agreement between EBS and the Payment Gateway facilitators, the Merchant has the full right and/or authority to offer the services on the Merchant's Site and that it has and shall observe and comply with the applicable laws, rules and regulations in each applicable jurisdiction including without limitation, all applicable licensing, securities, stamp duty, income-taxes and other taxes and other censorship regulations and laws as may be applicable from time to time whether in India or otherwise anywhere else. The Merchant shall themselves bear and otherwise be solely responsible and liable for the payment of all relevant taxes and/or any other dues (including any applicable withholding taxes) due on account of and in connection with the services or otherwise relating to the Customer Orders received by/placed with the Merchants and/or this Agreement. The Merchant shall provide EBS and the Payment Gateway facilitators with such information and/or assistance as is

required by EBS and the Payment Gateway facilitators for the performance of the services and/or any other obligations of EBS and the Payment Gateway facilitators under this Agreement.

3.28 The Merchant shall not at any time require the Customer to provide the Merchant with any details of the accounts held by them with the Payment Gateway facilitators including, the passwords, account number, card numbers and PIN which may be assigned to them by the Payment Gateway facilitators from time to time.

3.29 The Merchant shall use EBS services through their Payment Gateway facilitators only for the Merchant's site as specified in Annexure "B" hereto and for no other site/s.

3.30 The merchant shall use the EBS payment gateway services only for the products and/or services as mentioned in Annexure "B" hereto and for no other products or services.

3.31 The Merchant shall not use EBS services and facilities in any manner or in furtherance of any activity, which constitutes a violation of any law or regulation or which may result in fraud or which may cause EBS and/or the Payment Gateway facilitators to be subject to investigation, prosecution or legal action. The Merchant shall (i) use the information regarding a Customer (including name, address, e-mail address, telephone numbers and other data regarding accounts or financial instruments) conveyed to the Merchant by EBS or by the consumer software designed to access the Facility only for the purpose of completing the Transactions for which it was furnished and not to sell or otherwise furnish such information to others. ii) use the Software in accordance with the terms on which the Software has been provided to the Merchant and not to attempt to modify, translate, disassemble, decompile or reverse engineer the Software, or use it for any purpose other than for the utilisation of the Facility.

3.32 The Merchant recognizes, accepts and agrees that all tangible and intangible information obtained/received/gained/developed or disclosed to the Merchant and/or its Merchant Staff by EBS/Payment Gateway Facilitators, including all details, documents, data, business/customer information and the EBS/Payment Gateway Facilitators practices and trade secrets (all of which are hereinafter collectively referred to as "Confidential Information") that may be communicated to the Merchant and/or its Merchant Staff may be privy under or pursuant to this Agreement and/or in the course of performance of Merchant's obligations under this Agreement and the said Confidential Information shall be treated as absolutely confidential and the Merchant irrevocably agrees, undertakes and ensures that the Merchant and all its Merchant Staff shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person or persons at any time or use, nor shall allow the Confidential Information to be used for any purpose other than as may be necessary for the due performance of Merchant's obligations hereunder. The Merchant shall ensure that the Confidential Information is not used or permitted to be used by its Staff in any manner even after the term/termination of this Agreement and Merchant shall be responsible/accountable for any act / deed done to the contrary and indemnify EBS for any loss/damage that may be caused to or suffered by EBS/Payment Gateway Facilitators due to such acts. Merchant shall also safeguard the Confidential Information of EBS/Payment Gateway Facilitators and take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

3.33 If the Merchant is directed by a court order to disclose information recorded on documents or disclose any confidential information, it shall so notify EBS in writing, in sufficient detail immediately upon receipt of such court order, summons or other legal or regulatory direction/ request or similar process, in order to permit the Cardholder/Payment Gateway Facilitator/EBS to make an application for an appropriate protective order. Such notice shall be accompanied by a copy of the Court order, subpoena or other legal or regulatory direction/ request or similar process.

3.34 The Merchant shall from time to time in writing inform EBS of all changes in its, constitution, directors, partners, trustees, etc., listing out the names and details of the personnel in charge of the management and affairs of the Merchant. The Merchant shall inform EBS of its change of ownership or legal status or its cessation of business not less than 30 working days prior to its effective date of change/cessation.

3.35 The Merchant shall not input any data on behalf of the customers on the Merchants website or the Service Providers Payment Gateway either themselves or through their authorised employees, agents or any other person acting by through or under the Merchant's instructions, failing which it will be considered as breach of trust of EBS and/or of the Payment Gateway facilitator.

3.36 The Merchant understands and agrees to comply with all applicable standards, including the rules set by the Payment Gateway facilitators including Master Card, Diners, Visa, Diners Card, etc.

3.37 The Merchant agrees and undertakes that on an ongoing basis the Merchant will promptly provide EBS, Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc. with the current addresses of each of its offices.

3.38 The Merchant represents that he is aware of the standards set out by the Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc., and the Merchant agrees and undertakes to abide by and follow the said standards at all times. The Merchant acknowledges that the Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc. and EBS have the right to enforce any provision of the standards and to prohibit any Merchant conduct or omission that may injure or may create a risk of injury to the Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc. and EBS including injury to reputation, or that may adversely affect the integrity of the Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc. and EBS core payment systems, information or both. The Merchant agrees that he will not take any action that might interfere with or prevent exercise of this right by the Banks, Facility Providers, Payment Gateway facilitators, Card Associations etc. and EBS. The Merchant acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any confidential information / materials and that EBS and/or Payment Gateway Facilitators shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.

3.39 The Merchant shall make available their website for the purpose of conducting verification of the Site by such verification / rating agencies as may be identified by EBS/Payment Gateway Facilitators/Banks/Card Associations from time to time.

3.40 Merchant/s shall make available the following facilities to all Customers:

- a) the Merchant shall provide the customer with an option to confirm an order placed and status of order through an on-line help desk and a telephonic help desk and an email facility for interacting with the Merchant for any questions, requests, cancellations etc while responding and interacting with the customers via email to the Merchant shall adopt such standards as may be stipulated by EBS from time to time. In no event shall the Merchant respond to the Customer's email later than 48 hours after its receipt
- b) a liberal returns/refunds policy, offering a full and complete refund of the Price of the Products, if the customer is dissatisfied with the Product or in case the customer disputes the Merchantability of the product for any reason whatsoever and the customer returns/exchange the products to Merchant as per terms and conditions accepted between them and the same entitlement shall be clearly communicated to the customer on-line by the Merchant/s
- c) the Merchant shall convey to the customers the information about the success or decline of the payment authorisation

3.41 To enable the rendering of the Service under this Agreement, the Merchant would require to make the Site, Internet Payment Gateway enabled, which would require the installation of certain software and hardware solutions. EBS may from time to time recommend certain e-Solution providers for assisting the Merchant in enabling the Internet Payment Gateway on the Site. EBS may require the Merchant to execute and the Merchant shall on such request execute such additional terms and conditions as may be required in this respect. EBS may in the alternative provide to the Customer details of commerce web-sites recommended by or supported by EBS and the Merchant shall ensure that the Merchant obtains and installs appropriate e-solutions in order to enable the Internet Payment Gateway. It is hereby clarified that EBS is not providing to the Merchant any warranty or covenant on the quality or the e-Solutions or the services provided by the e-Solution providers or by the commerce web-sites and the Merchant shall satisfy itself with the quality of the same prior to any orders being placed in respect of the installation of the same. In the event of the Merchant being required to incur any expense in respect of obtaining any such connectivity, such as technical fees, additional software, leased line connectivity, the same shall be solely and exclusively to the cost of the Merchant. It is hereby clarified that EBS does not guarantee such connectivity to the Merchant and in the event the connectivity cannot be established for any reason whatsoever, this Agreement shall forthwith and with 7 days notice may be terminated without there being any further rights or obligations to either party thereafter, save and except for the purposes of completion of the transactions entered into, prior to the date of termination.

3.42 CUSTOMER ENTITLEMENT: The Merchant shall entitle the Customer to all terms of warranty, after sales service and/or other statutory privileges as are generally made available to other purchasers. The Merchant shall protect all confidential information of the customer in its possession and Merchant shall not be privy to any information relating to Customer details and information relating to passwords and other private matters in respect of the Payment Gateway. In the event of any Customer complaining of any deficiency in Service or defect in the products sold, the Merchant shall take such measures as may be reasonably required to rectify the same.

3.43 PREVENTION OF INFRINGEMENT: If for any reason the Facility or any component of the Facility becomes, or in EBS opinion is likely to become, the subject of a claim of infringement, EBS reserves the right to, at its option and at the expense of the Merchant, either (i) to revoke the right of the Merchant

to continue using the Facility as permitted in this Agreement, or (ii) to replace or modify Facility or the infringing component of the Facility so that it becomes non-infringing. If, after using commercially reasonable efforts, the Merchant is unable to cure the infringement, any of the Parties may terminate this Agreement on written notice to the other Party.

3.44 The Merchant hereby unconditionally agrees and undertakes that it shall not and will ensure that its Merchant Staff shall not disclose or publish (if Merchant Staff comes to know by any means the terms of this Agreement) the existence or the terms or conditions of this Agreement or if any information relating to the EBS business which they may come across in the normal course of performing their duties, to any third party unless such disclosure or publication is strictly required by law. These terms will survive the termination of this agreement

3.45 The Merchant shall ensure at all times that discipline is maintained amongst its employees/personnel engaged and ensure that all its employees/personnel are bound by the terms of this agreement and ensure their employees/personnel conduct themselves in a manner essential for the purpose of carrying out the terms of this Agreement and the merchant further agrees and undertakes to take disciplinary actions, claim loss, damages, etc on account of its employees/personnel committing any breach during the course of their employment/rendering of the said Services;

3.46 The Merchant shall not do any act or conduct any activity that could affect the goodwill and reputation of EBS/Payment Gateway facilitators or which would affect interests of EBS/Payment Gateway facilitators, in any manner

4. PAYMENT TO THE MERCHANT

4.1 After making the following adjustments and any other deductions in terms of this agreement and subject to the limits on the monthly withdrawal volumes/limits allowed to the Merchant, the net payments shall be made available by EBS to the Merchant.

- i) the transaction amount less the consideration/fees the Transaction Discount Rate along with other dues, fees, charges, out of pocket expenses, etc due to EBS in terms of Annexure "C" of this agreement or at any other rates and percentage as amended from time to time for all transactions processed
- ii) the sum of all Customer Charges denied, refused, or charged back by the Customer or the payment gateway facilitators;
- iii) all costs, charges, expenses, etc. of whatsoever nature on account of, inquiries, disputes, cancellations and/or refunds processed on account of Merchant's Customer Charges and/or chargeback;
- iv) any taxes including but not limited to Service Tax, Education cess as may be applicable, penalties, rolling reserves, charges or other items reimbursable under any of the provisions of this Agreement or otherwise occurring in any manner whatsoever;
- v) any amounts due which EBS is entitled to receive with respect to any transactions with EBS and/or its associate Companies;
- vi) any charges, penalties or any amount imposed upon EBS by the Banks and/or Card Associations and/or payment gateway facilitators and/or Facility providers ;
- vii) any EBS fees, transaction fees or service penalty fees incurred by EBS due to charge backs or excessive refunds;
- viii) the amount of any refund due to any Card Holder in accordance with the refund procedure
- ix) any overpayment made by EBS due to mathematics, computational or system errors or otherwise;
- x) any other sums due from or payable by the merchant to EBS under this agreement;

EBS will reconcile the accounts and subject to the right of EBS to withhold payment of the amount arrived at for any reason whatsoever either in terms of this Agreement or otherwise, only thereafter EBS shall make payment to the Merchant as specified in Annexure "C".

It is herein emphasised that irrespective of any payment made by EBS to the merchant the same shall be made without prejudice to any claims or rights that EBS may have against the merchants and such payments shall not constitute any admission by EBS as to the performance by the merchant of its obligations under this Agreement and the amount payable to the merchant. EBS shall be entitled to set off and/or deduct from any payment due from the merchant, such payments that are subsequently determined to be not due and/or wrongly paid to the Merchant.

It is hereby clarified and agreed that irrespective of any authorisations and/or writings EBS is hereby authorised and entitled to debit the Merchant's Account for, Transaction Discount Rates, all Charges, dues, penalties, Out-of-Pocket Expenses, refund/s to customer/cardholder and any other amounts due and payable by the Merchant to EBS in terms of this agreement or in any other manner whatsoever shall not be dependent upon or conditional upon the Merchant obtaining payment whether through EBS or otherwise from Customers in respect of the Products/Services and/or irrespective of whether the merchant complies with the order placed by the customer with the merchant. The Merchant agree and undertake to execute all authorisations and writings as may be required by EBS from time to time and shall ensure that there are sufficient funds in the Merchant's Account at all times. EBS shall be entitled to require the Merchant to maintain a minimum balance as specified in Annexure "C" in clear funds with EBS.

4.2 EBS and/or the Payment Gateway facilitators have the right to impose limits from time to time on the number of monthly withdrawals that the Merchant can make from the Merchant Account and EBS and/or the Payment Gateway facilitators shall be at liberty to refuse to make payment/s to the Merchant.

4.3 TIME OF MAKING PAYMENTS / DUE DATE OF PAYMENT Upon receipt of proof of Delivery of the Despatch of the relevant Product/Service EBS will deliver payment to the Merchant. the Merchants' share of the customer charge as promptly after the due dates as is practicable as set out in Annexure "C" which amount shall always be subject to the resolving of all inquiries, disputes, and refunds processed on account of Merchant's Customer Charges and/or chargeback and subject to EBS recovering all the amounts due to them in terms of the Agreement between EBS and the merchant as well as subject to EBS recovering all the claims, losses, damages, penalties arising from and out of a breach of this agreement and/or in any other manner whatsoever.

Notwithstanding anything contained herein, where EBS has reason to believe that any charges/debits have been fraudulently incurred (hereinafter referred to as "suspect charge") EBS shall be entitled to withhold payment in respect thereof until it is held to be not a suspect charge. Upon EBS determining after due enquiry and investigation that the charge is a valid charge and not a suspect charge, EBS shall release such withheld payment; Provided further that if EBS determines after due enquiry and investigation that any suspect charge is not a valid charge at all, EBS shall be entitled not to pay the same at all.

4.4 REJECTION OF PAYMENT EBS shall be entitled at any time to refuse making total or partial payment to the Merchant or, if payment has been made, to debit the Merchant's Account with such amount or to seek immediate reimbursement from the Merchant, notwithstanding any Authorisation given by EBS to the Merchant, irrespective of any dispute that the merchant may have for such debit, in any of the following situations:

- i. The transaction is for any reason unlawful or unenforceable.
- ii. Any information presented electronically to EBS in respect of the transaction is not received in accordance with EBS requirements from time to time.
- iii. Any transaction made through a card outside the territory authorised for the use of the card.
- iv. The price charged for goods or services to the Cardholder was in excess of the advertised price
- v. The goods and/or services covered by the transaction are rejected or returned or the transaction or part thereof, is cancelled or terminated due to a Cardholder or if the Merchant fails to provide at all or to the Cardholder's satisfaction, goods and/or services to the Cardholder.
- vi. Any Order which the Cardholder refuses to pay because the Product/Service was not as promised or was defective or was not delivered;
- vii. The Cardholder disputes or denies the transaction or the sale or delivery of goods and/or provision of services covered by the transaction with reasons
- viii. Transaction is posted more than once to Card Holder's account
- ix. The transaction is doubtful or erroneously paid for, to the Merchant
- x. The Merchant has (i) not provided the requisite proof of Delivery/Despatch or other information in connection therewith or (ii) not obtained a necessary authorisation as required to be obtained in terms of this agreement or (iii) EBS or the Payment Gateway facilitators are entitled to reject payment in terms of this agreement;
- xi. The Issuing Bank/Payment Gateway facilitators advises that the card number does not match any number on file or the card used is not a Valid card;
- xii. Acquiring bank or Payment Gateway Facilitator refuse to make the payment or ask for the refund;
- xiii. Payment in respect of the Customer Order or the relevant instalment of the Customer Charge has already been made;
- xiv. In cases in which Payment Gateway facilitators provide that the Customer Order has to be completed within a specific limited time from the date of Order and the merchant has failed to comply with the said customer order within that time;
- xv. The authorisation process cannot be completed/fails in relation to a Transaction;
- xvi. Where the transaction amount and/or monthly volumes, etc exceeds the limits prescribed by EBS/payment Gateway facilitators from time to time and as the situation on an ongoing basis may so require or demand
- xvii. For any other reason whatsoever including any other reason that may have been separately provided for in this agreement and irrespective of the fact that it is not specifically mentioned herein.

CONSEQUENCES UPON REJECTION OF PAYMENT Where EBS and/or the Payment Gateway facilitators are entitled to reject payments in respect of an Order or demand a refund or in the case of chargeback, EBS shall be entitled to set off and deduct from any payment due to the Merchant or demand a refund, and in doing so EBS may:-

- i) demand payment of the relevant amount from the Merchant
 - ii) debit the Merchant's Account forthwith until EBS has been refunded in full; and/or;
 - iii) deduct and/or set off the outstanding amount from any credits to and/or lying in Merchants Account then or at any time thereafter until EBS has been refunded in full, and in addition hereto; in the event there are insufficient funds available in the Merchant Account; the Merchant shall forthwith not later than 24 hours, make payment of the amount of the refund to the extent to which such funds proves inadequate and/or any other balance due of whatsoever nature to the Merchant without any delay and the time for payment is herein made the essence of the contract
- Any default or omission of the Merchant resulting in inability of EBS to debit charges and other dues and/or non-payment of the amounts due to EBS and/or the Payment Gateway facilitators and without prejudice to any other right or remedy EBS and/or the Payment Gateway facilitators may have, the Merchant shall pay late payment compounded interest at rate of two point five Percent (2.5%) per month or at any other rate that EBS may at their own discretion fix on all late payments from due dates of payment until actual date of payment by the Merchant.

5. In the event EBS suspects that the merchant has been negligent or that the Merchant has committed a breach of this Agreement or has acted dishonestly or committed fraud against either EBS or against any of the Payment Gateway facilitators or upon any Customer, then EBS shall be entitled to suspend all payments under this Agreement to the Merchant pending enquiries by EBS/Payment Gateway facilitators/Customer, as the case may be and until resolution of the same to the satisfaction of EBS. In the event EBS is satisfied that the Merchant has committed a breach of this Agreement or has acted dishonestly or committed fraud against either EBS or against any of the Payment Gateway facilitators or upon any Customer then EBS shall be entitled to recovery of the loss, claim, penalties, costs, expenses directly or indirectly incurred or suffered by EBS/ Payment Gateway facilitators /Customer.

6. AUTHORISATIONS

6.1 The Merchant shall obtain Authorisation from EBS and/or their Payment Gateway facilitators /s before accepting any Customer Order.

6.2 The Merchant shall not accept any Order for which payment is to be made through a Valid Credit/Debit Card unless the Transaction is authorised through the Payment Gateway Mechanism.

6.3 Unacceptable Transactions: The merchant shall not process or deposit transactions with EBS for any other merchant or establishment who may or may not be the merchant with EBS. The merchant will also not give cash advance by showing the transaction as a sale transaction. The merchant shall not accept payment from a cardholder to re-finance an existing debt.

6.4 EBS reserves the right to discontinue the service on these grounds and recover such amounts from the merchant in case it is exposed to losses due to chargeback or disputes.

6.5 Minimum or Maximum Transaction Amount: The merchant shall not require, or post signs indicating that they require, a transaction amount below or above which the merchant shall refuse to honour an valid Card.

7. TRANSACTION HANDLING

7.1 The merchant in handling transaction(s) via payment gateways must ensure that the extraction of data from the Cards must be in the manner specified by Payment Card Industry members from time to time.

7.2 The merchant shall deliver to the Cardholder a Bill/Invoice which shall include the charges covered in the payment received from the cardholder through the payment gateway, along with the terms and conditions applicable for the transaction

7.3 EBS reserves the right to impose limits on the number of Transactions undertaken using a particular Valid Card and the value of a single Transaction during any time period, and reserves the right to refuse to make payments in respect of Transactions exceeding such limit.

7.4 The merchant shall not require any cardholder to pay any surcharge, to pay any part of the discount, whether arising through any increase in price or otherwise, or to pay any contemporaneous finance charge in connection with the transaction in which a valid Card is used.

7.5 The merchant shall in all documents including the delivery note mention amongst other particulars, the particulars regarding quantity of goods ordered and quantity of goods delivered.

7.6 The merchant shall immediately convey to EBS upon the acceptance of the customer order/acceptance to provide the service to the customer within a period not exceeding seven (7) days (or any other period which may be intimated to the merchant from time to time) from the customer placing an order/requesting a service through the Payment Gateway. In the event the merchant accepts a customer order/agrees to provide the service to the customer but however subsequently notifies to EBS about the merchant's inability to comply with a customer order/service the Merchant shall forthwith make a proper cancellation for giving effect to the same.

7.7 Where the Payment Gateway facilitators have fixed that the Customer Order has to be fulfilled within 7 calendar days from the date of Order and the merchant has failed to comply with the said customer order, the Merchant shall not be entitled to its share of the Customer Charge in respect of the Order which the Merchant is unable to deliver/provide.

8. DISPUTES REGARDING PRODUCTS/SERVICES

8.1 EBS and the Payment Gateway facilitators shall not be responsible for the quality or merchantability of the Products sold to the Customer. EBS and the Payment Gateway facilitators shall also not be responsible for any non-delivery of the Products/Services to the Customer. The Merchant shall ensure that the transfer of property in the Products to the Customer is completed only on actual delivery and verification thereof. All risks associated with the delivery of the Products shall be solely that of the Merchant and not the Customer. Provided that any and all disputes of whatsoever nature whether in relation to deficient, improper or incomplete service provided by the Merchant including dispute regarding quality, quantity, merchantability, non-delivery and delay in delivery of the Products/Service or otherwise any other dispute will be dealt with by and between the Merchant and the Customer directly and EBS and the Payment Gateway facilitators shall not be a party to such disputes.

9 REFUNDS / REFUND POLICY TO CUSTOMERS

9.1 Provided that in the event of a Customer making a purchase by using a Valid Card or through Net-Banking or otherwise through any mode of payment mechanism and upon the Customer or Issuing Bank / institution with whom the Customer has taken the card or the Payment Gateway Facilitator through whom the customer has utilised any mode of payment mechanism requesting EBS, the facility providers or the Banks or the Payment Gateway Facilitator for a refund on any grounds whatsoever within a period of 15 days from the actual delivery of the Products, then EBS, the Banks or the Payment Gateway Facilitator shall be entitled to cancel Authorization and refuse to make any payments to the Merchant and/or enforce a refund from the Merchant. EBS shall forthwith inform the Merchant of the same and shall debit the payment to be made to the Merchant's Account and make an intermediate credit in EBS Account, irrespective of any dispute that the merchant may have pertaining to such debit. If the Merchant and the Customer are unable to arrive at a satisfactory resolution of the a problem within a period of fourteen days thereafter, EBS shall be entitled to make a direct credit to the disputing Customer's Account for the disputed amount. Such a debit to the Merchant's Account and the direct credit to the disputing Customer's Account shall not be disputed by the Merchant in any manner whatsoever. In the event of the Customer and the Merchant arrive at a settlement within the said fourteen day period, EBS shall deal with the said moneys in accordance with the terms of the settlement arrived at. If there is insufficient credit balance of the Merchant with EBS; the Merchant, shall on receipt of the claim from EBS, undertakes to forthwith pay to EBS the amount of the refund within 24 hours of such demand.

9.2 In the event the merchant accepts a customer order/agrees to provide the service to the customer but however subsequently notifies to EBS about the merchant's inability to comply with a customer order/service the Merchant shall forthwith make a proper cancellation for giving effect to the same as well as provide the funds in their account to facilitate a refund of the entire amount due to the customer. Any deductions made by EBS from the Merchant shall not be challenged by the Merchant for any reason whatsoever.

9.3 Where the Payment Gateway facilitators have fixed that the Customer Order has to be completed within 7 calendar days from the date of Order and the merchant has failed to comply with the said customer order, the Merchant shall not be entitled to its share of the Customer Charge in respect of the Order which the Merchant is unable to deliver/provide and in the event the merchant has already received payment for the customer order not complied with the

Merchant shall forthwith make the payment to facilitate a refund of the entire amount due to the customer, within 24 hours. Any deductions made by EBS from the Merchant shall not be challenged by the Merchant for any reason whatsoever.

9.4 In the event of a refund to a cardholder in respect of any transaction of any goods/ services that are not received as ordered, by the Cardholder or are lawfully rejected or accepted for or services are not performed or partly performed or cancelled or price is lawfully disputed by the Cardholder or price adjustment is allowed or for any other reason whatsoever, the merchant shall not process a refund transaction and/or make a cash refund directly to the cardholder. The merchant must not process a refund transaction, unless there is a preceding corresponding debit on a card account. The merchant must present to EBS a credit slip/credit process/ refund letter on headed stationary and signed by authorized signatory/ies which will include details of a brief description of the items concerned upon which EBS are authorised to deduct from the merchants account the total refund(s) due to the cardholder(s) and in the event of there being a shortfall in the account of the merchant to provide for the said amount then the merchant shall forthwith make provisions for the same failing which the merchant shall be liable to pay interest at the rate then currently charged to cardholders in respect of their indebtedness from the due date until the date of payment (as well as after and before any demand made or judgement obtained). A true and completed copy of the credit slip must be delivered or forwarded to the Cardholder.

9.5 In the event of refund being agreed to be made by the merchant to the cardholder, a credit slip shall be issued by the merchant to EBS within seven days after the refund has been agreed between the merchant and the cardholder and EBS shall:

- i) Debit the merchant's account forthwith; and/or
- ii) Deduct the outstanding amount from subsequent credits to the Merchant's account; and/ or
- iii) If there is no credit amount with EBS, or insufficient funds available therein, claim from the merchant the amount credited to the account in respect of the relative transaction/s along with interest thereon.

In the event of there being a shortfall in the account of the merchant held with EBS to provide for the aforesaid then the merchant shall forthwith make payment to EBS for the same. In the event of the Merchant failing to make payment for the same and/or in the event EBS is unable to recover the money from the merchant, EBS shall at their discretion be entitled to an amount equal to interest at the rate then currently charged to cardholders in respect of their indebtedness from the due date until the date of payment (as well as after and before any demand made or judgement obtained).

9.6 In situations where sale date and refund date have a gap between them, which or otherwise causes a currency conversion difference, EBS shall have the right to recover the amount pertaining to such foreign exchange currency conversion differences from Merchant, for purpose of crediting the same to the Cardholder's Card Account.

10 CHARGEBACK

10.1 The Merchant agrees that transfer or payment instructions accepted by EBS through its payment mechanism made in respect of any Customer Order, which proves to be uncollectible from the Customer and in respect of which the Payment Gateway facilitators or Payment Card Industry raises a claim in that regard, then it shall be the financial responsibility of the Merchant and the Merchant shall forthwith make due payment of it to EBS and/or ensure to refund the amount paid to the Merchant on account of such customer order/s, which is uncollectible from the Customer. The Merchant agrees to the non-payment of such Order or the charging back of such uncollectible charge or to EBS setting off and deducting the uncollectible charge from any amount due to Merchant, as the case may be without any demur or protest, dispute or delay.

10.2 The Merchants further agree and confirm to the chargeback and undertakes and guarantees that the non-payment of such Customer Order or the charging back of such uncollectible charge as the case may be, shall be the personal responsibility / liability of all the promoters and directors in their individual capacity, if the Merchant is a Limited Company and / or shall be the personal responsibility / liability of all the partners in their individual capacity, if the Merchant is a partnership firm and/or shall be the personal responsibility / liability of all the Trustees in their individual capacity, if the Merchant is a Trust, or shall be the personal responsibility / liability of the proprietor in their individual capacity, if the Merchant is a proprietorship firm.

10.3 The following payments shall be deemed to be uncollectable:

- a. Any payments involving the alleged forgery of the Card Number and PIN, or that of the Card Number, Card Expiry date, Customer Name, Transaction amount, etc. of whatsoever nature. In such an event, EBS and the Payment Gateway facilitators shall not be required to check the veracity of any alleged fraud and shall be entitled to rely upon the allegation made by the Customer.
- b. The customer/cardholder's name or account number or any other necessary details is found to be omitted or incomplete
- c. The card presented to the merchant or the account in respect of the transaction was listed in a warning list or any other communication or advice (in whatever form) from time to time, issued or made available to EBS by acquiring bank, payment gateway facilitators or Card Associations or if such intimation is made available by or on behalf of EBS to the merchant.
- d. The price charged was in excess of the price at which the goods supplied or services performed were supplied by the merchant for cash.
- e. The goods and/or services covered by the transaction are rejected or returned or the transaction or part thereof, is cancelled or terminated by a card holder or if the merchant fails to provide at all or to the customer's/cardholder's satisfaction, goods and/ or services to the customer/cardholder
- f. The cardholder/customer denies the transaction or the sale or delivery of goods and/ or services covered by the transaction or raises any dispute including disputes as regards the nature, quality or quantity of the goods and/ or services covered by the transaction; and or the transaction itself.
- g. Any information required to be presented to EBS in respect of the transaction is not received in accordance with EBS requirements from time to time
- h. EBS has requested evidence in accordance with this agreement and the merchant has failed to provide the same;
- i. There has been any departure from the terms of this agreement in relation to that transaction;
- j. There has been a breach by the merchant of this agreement, other than the breaches more specifically provided in this sub-clause, in connection with the transaction or otherwise;
- k. Any charge/debit is for any reason unlawful or which is a suspect charge or deemed to be as an irregular or of a fraudulent nature by EBS in its sole opinion and assessment or if EBS suspects, on reasonable ground, the Merchant/Company has committed a breach of this Agreement or has acted dishonestly or fraud has been committed against EBS or any Card Holder/Customer or third party, or has in connivance with any other person done the same or assisted in the same and/or EBS shall be entitled to suspend all payment under this Agreement to the Merchant/Company, pending enquiries by EBS.
- l. EBS is of the opinion that there are suspicious circumstances surrounding the transaction;
- m. EBS is of the opinion that the submission is out of the normal pattern;
- n. The Issuing bank / Acquiring bank/Payment Gateway Facilitators refuses to honour the transaction presented by the merchant;
- o. Any other event or circumstance which EBS shall from time to time notify to the Merchant to have occurred at the date of the transaction;
- p. If Payment Gateway facilitators including MasterCard / Visa dispute the transaction or report a retrieval request/fraud/chargeback
- q. Any payment which the Customer/Cardholder refuses to honour or demands a refund of because the Product/services purchased from the Merchant was not as promised or was defective, deficient, incomplete and /or unsatisfactory for any reason whatsoever.
- r. Any charge/debit made on a card/account other than a Valid Card.
- s. Any charge/debit for Products or services in an amount in excess of the sale price of the Products or Services.
- t. Any charge/debit for undelivered merchandise or services.
- u. Any charge / debit arising out of any alleged hacking, breach of security or encryption (if any) that may be utilised by EBS and the Payment Gateway facilitators from time to time.

10.4 The Merchant hereby authorises EBS to appropriate the Merchant's account with EBS and/or security deposit with EBS to the extent of the aforesaid uncollectible amounts and any other moneys due to EBS by the Merchant in terms of this Agreement in respect of a Customer Charge without any demur, protest, dispute or delay.

10.5 If there is insufficient credit balance available therein; the Merchant shall on receipt of the intimation from EBS and/or claim from EBS within 24 hours from receipt of such intimation, the merchant undertakes to forthwith without any demur, protest, dispute or delay, to pay to EBS, the amount of the refund to the extent to which such credit proves inadequate. Without prejudice to any other of EBS rights and remedies, in the event that the Merchant does not make any payment to EBS by its due date or on demand as required under this Agreement, EBS shall be entitled to charge compounded, daily interest on such overdue amount from the due date until the date of payment in full, at the rate of 2.5% per month.

10.6 It is herein emphasised that irrespective of any payment made by EBS to the merchant they will have to be deemed to have been made without prejudice to any claims or rights that EBS may have against the merchants and such payments shall not constitute any admission by EBS as to the non existence of a chargeback and/or performance by the merchant of its obligations under this Agreement and/or to the validity of the transactions. It is further agreed by the merchant that in the event the merchant receives payment in respect of a transaction which is subsequently determined to be a chargeback then the merchant shall without any demur or protest, dispute or delay, forthwith refund the amounts due to EBS in this regard.

11. INDEMNITY

11.1 The Merchant shall keep harmless and shall keep indemnified at all times hereafter the EBS/Payment Gateway facilitators / Payment Card Industry from and against all actions of any nature whatsoever made or instituted against or caused to, proceedings, claims, liabilities (including statutory liability), penalties, charges, demands and costs (including without limitation, legal costs of EBS on a solicitor/attorney and own client basis), awards, damages including liquidated damages for loss of reputation that EBS may be required to suffer, pay or incur in connection therewith, losses suffered by EBS and/or expenses however arising directly or indirectly, including all taxes of whatsoever nature including , service tax, consumption tax, value added tax, withholding taxes whether currently in force or introduced after the date of this Agreement and any other taxes, duties, fees and charges arising out of the performance of this Agreement, addition to tax, penalties and interest thereon assessed by the Government or other authorities/officials and (including claims, assertions and investigations of a governmental agency), which claims arise in whole or part from, and/ or asserted against EBS on account of: or consequently suffered or incurred by EBS as a result of:

- a. any breach or non-performance by the Merchant of any of the Merchant's undertakings, warranties, covenants, declarations or obligations under this Agreement or otherwise that may be made from time to time between the Merchant and EBS.
- b. any non-performance, inadequate performance, provision of deficient services, breach by the Merchant, its personnel, subcontractors and agents, any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, malfeasance, bad faith, disregard of its duties and obligations hereunder, service, act or omission of or by Merchant and/or its Staff employees, and representatives of any individual assigned for the performance of the services under this Agreement; or
- c. any negligence or wilful misconduct of Merchant or its employees or agents;
- d. any theft, robbery, fraud and forgery or other wrongful act or omission, errors, representations, misrepresentations, misconduct, negligence by Merchant and/or any of its Staff in performance of its Services ; or
- e. any claim or proceeding brought by the Customer or any other person against EBS/Payment Gateway facilitators /Payment Card Industry in respect of any Products or Services offered by the Merchant; or
- f. any act of commission or omission, neglect or default of the Merchant's agents, employees, licensees or customers; or
- g. any loss or liability arising to EBS ; or
- h. any act or omission by Merchant in respect of the sale of the Products or provision of any Service;
- i. any claim by any other party against EBS arising from any of the aforesaid sub-clause (a) to (i) above or herein or any of them

11.2 The Merchant shall also fully indemnify and hold harmless EBS, Payment Gateway facilitators /Payment Card Industry against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by any party that the Merchant's services infringes any intellectual or industrial property rights or any other rights of whatsoever nature of that party.

11.3 The Merchant shall fully indemnify and hold harmless EBS against any liability, loss, claim, penalties, costs, expenses directly or indirectly incurred or suffered by EBS, arising on account of any act, commission or omission attributable to the improper handling of EBS documents or any other property, or to the negligence of any person of Merchant that has resulted whether on account of breach of any of the conditions of this Agreement by Merchant or the Staff, or on account of any disclosure of the Confidential Information or otherwise, however, this indemnity is in addition to any other indemnities given by the Merchant under this Agreement.

11.4 The Merchant shall also fully indemnify and keep indemnified EBS, Payment Gateway facilitators /Payment Card Industry from all losses that EBS, Payment Gateway facilitators / Payment Card Industry may incur as a consequence of any failure whether temporary or permanent of Payment Mechanism (as modified from time to time)

11.5 In the event of EBS, Payment Gateway facilitators /Payment Card Industry being entitled to be indemnified pursuant to the provisions of this Agreement, EBS, Payment Gateway facilitators /Payment Card Industry shall be entitled to accordingly and to such extent debit the Merchant's Account and/or security deposit with EBS, Payment Gateway facilitators /Payment Card Industry irrespective of any dispute that the Merchant may have in respect of such payment.

11.6 Misconduct or negligence of all or any of its Merchant Staff, employees, and representatives of any individual assigned for the performance of the services under this Agreement. In the event of such a claim for loss or damages being made by EBS, EBS shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Merchant. Any such claim for loss and/or damage made by EBS shall not amount to a waiver of the EBS right to terminate this Agreement or any of the other rights available to EBS either under this agreement or otherwise howsoever.

11.7 The Merchant shall compensate EBS for any loss and/or damage caused to EBS as a consequence of misconduct or negligence, forgery, fraud committed in person or in collusion with the third party by all or any of the Merchant Staff, legal fees incurred in defence of such assessment relating to the matters of the Merchant staffs, for the performance of the services under this Agreement

11.8 EBS will be entitled to have full conduct of all proceedings and negotiations relating to any claim and in its discretion to accept, dispute, compromise or otherwise deal with the same and shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that EBS may require. Notwithstanding whatever is mentioned herein the merchant agrees that pursuant to any disputes or claim if EBS is made to refund the amount being the transaction effected by the merchant and the purchaser, EBS shall have the authority to debit and or claim the said amount from the merchant pending any disputes. In such an event the merchant shall pay the amount without demur or protest.

11.9 In the event of any loss, damages, etc. being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of the provisions of this agreement, the loss, damages, etc. shall be to the account of the Merchant and the Merchant shall indemnify and shall keep indemnified EBS and Payment Gateway facilitators from any loss, damages, etc. as may be caused in this regard.

11.10 The indemnities given hereinabove are in addition to and without prejudice to the indemnities given elsewhere in this Agreement and all the indemnities provided in this agreement shall survive the termination of this Agreement.

12. LIMITATION OF LIABILITY

12.1 Notwithstanding anything to the contrary contained in this agreement, under no circumstances shall the aggregate liability of EBS and/or Payment Gateway facilitators /Payment Card Industry to the Merchant or any third party arising from or out of or relating to this agreement or relating to services provided by EBS and/or Payment Gateway facilitators /Payment Card Industry under this agreement exceed the sum actually received by EBS and/or Payment Gateway facilitators /Payment Card Industry for the transaction in question/under dispute. EBS and/or Payment Gateway facilitators shall not be liable to the Merchant or any third party for loss of profits or for any special, incidental, indirect, consequential or exemplary damages arising out of or in any manner related to this agreement or the subject matter hereof, or as regards the services agreed to be given in terms of this agreement, regardless of the form of action and whether or not Merchant or such third party has been informed of, or otherwise might have anticipated, the possibility of such damages.

13. NO WARRANTY

13.1 EBS and the Payment Gateway facilitators disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness for a particular purpose with respect to the Facility and other Services provided by them or otherwise made as regards this agreement. The Merchant acknowledges and accepts that EBS and the Payment Gateway facilitators services may not be uninterrupted or error free. The Merchant also acknowledges that the services provided by the Payment Gateway facilitators to EBS which is passed on to the Merchant under this agreement, can be in any event be brought to an abrupt end in any event whatsoever by EBS and/or the Payment Gateway facilitators for any reason whatsoever and in such an event the services to the merchant will in turn be terminated without EBS having to be given any reason whatsoever.

13.2 EBS sole obligation and the Merchant's sole and exclusive remedy in the event of interruption to the services or loss of use and/or access to EBS Site facilities and the Payment Gateway facilitators Payment Mechanism and services, shall be to use all reasonable endeavours to restore the services and/or access to the Payment Mechanism as soon as reasonably possible.

13.3 Without prejudice to any other provision of this Agreement, EBS and the Payment Gateway facilitators do not warrant that: -

- a) EBS site and services, facilities and the Payment Gateway facilitators' s Payment Mechanism will be provided uninterrupted or free from errors or that any identified defect will be corrected; or
- b) the facility is free from any virus or other malicious, destructive or corrupting code, program or macro; or
- c) they shall provide the Facility in a manner that protects information transmitted by the Software from
 - i) unauthorised interception,
 - ii) undetected unauthorised modification or alteration after its origination,
 - iii) undetected initiation by persons posing as other persons or entities,
 - iv) unauthorised replication.

13.3 EBS reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the Services offered by EBS from time to time including, without limitation, the development of updates, patches, upgrades and/or the procurement of new releases of any software or the Internet Payment Gateway.

13.4 EBS shall be entitled to provide the Payment Mechanism with such security as EBS may deem fit from time to time. At present EBS uses the 128 bit SSL encryption. However EBS does not guarantee that the Services and/or the Internet Payment Gateway will be at all times be equipped with security measures and EBS does not make any express or implied warranty with respect to the security measures that it may employ from time to time, or other procedures, services, including, without limitation, any warranties on merchantability, satisfactory quality and/or fitness for a particular purpose.

13.5 Other than as expressly provided in this Agreement, EBS shall not be responsible for any delivery, after-sales service, payment, invoicing or collection, customer enquiries (not limited to sales enquiries), technical support maintenance services and/or any other obligations or services relating to or in respect of the Products. Such services shall be the sole responsibility of the Merchant and the Merchant shall bear any and all expenses and/or costs relating thereto.

13.6 EBS shall be entitled to rely upon by all electronic communications, orders or messages to EBS through the Internet Payment Gateway and EBS shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Merchant shall in no circumstance dispute such reliance by EBS. Provided that if EBS were to employ any security measures, EBS shall not be bound by or obliged to act on any electronic communications, orders or messages received on-line from the Merchant or the Customer which do not properly utilise EBS security measures as may be applicable from time to time.

13.7 EBS shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage sustained by the Merchant by any direct or indirect use of or reliance on the electronic communication, orders or messages whether with or without the utilisation of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in the various communications and EBS specifically excludes the same to the fullest extent permitted by law even if EBS shall have been advised in advance of the possibility of such damages.

For the avoidance of doubt, in no event shall EBS and the Payment Gateway facilitators / Payment Card Industry be liable to the Merchant or any other third party for any of the following:

- a. amounts due from customer in connection with any service obtained by Customer at Merchant's Site;
- b. any applicable taxes and Government levies;

The Merchant shall themselves bear and otherwise be solely responsible for the payment of all relevant taxes and/or any other dues (including any applicable withholding taxes) due on account of and in connection with the services or otherwise relating to Customer Orders received by/placed with the Merchants and/or this Agreement.

13.8 EBS shall be entitled to use hardware, software and/or such other equipment as it deems necessary or appropriate for the provision of the services and the Merchant agrees to comply with the directions and/or instructions issued by EBS in respect of the use of such hardware, software and/or equipment. The Merchant also agrees to suitably modify/upgrade its systems to comply with the standards of the Payment Mechanisms (then in force) and the standards applicable to the various services provided by EBS. EBS shall be entitled to modify the mode of payment and the payment procedure mentioned herein and shall be also entitled to modify its Payment Mechanism from time to time in such manner as it may deem fit. If such a modification requires the change in any software, upgradation of software, change in security or upgradation of security on the Site, the Merchant shall forthwith improve the software, security or such other matters provided therein in a manner acceptable to EBS. EBS may levy additional charges as EBS may deem fit for the provision of additional Services in this regard.

14. NO CONSEQUENTIAL DAMAGES

14.1 Without prejudice to any other provisions of this Agreement, EBS and the Payment Gateway facilitators shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with EBS site and services facilities and the Payment Gateway Services and/or this Agreement, including without limitation any: -

- a. loss of data;
- b. interruption or stoppage to the Customer's access to and/or use of EBS site and services and the Payment Mechanism;
- c. any consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings arising out of the performance of the services or otherwise.

14.2 EBS or Payment Gateway facilitator's obligations under this Agreement are subject to following limitations:

- (i) Messages that originate from the server of the Merchant or the server of a third party designated by Merchant (e.g., a host) shall be deemed to be authorised by the Merchant, and EBS shall not be liable for processing such messages.
- (ii) Messages that originate from the Cardholder are deemed to be authorised by the Cardholder and EBS shall not be required to check its veracity and EBS shall not be liable for processing such messages.
- (iii) EBS or the Payment Gateway facilitators are not responsible for the security of data residing on the server of the Merchant or a third party designated by the Merchant (e.g., a host) or on the server of a Cardholder or a third party designated by a Merchant/Cardholder (e.g., a host).
- (iv) EBS and/or the Payment Gateway facilitators shall have no liability for any failure or delay in performing its obligations under this facility if such failure or delay: (A) is caused by the Merchant's acts or omissions; (B) results from actions taken by EBS or the Payment Gateway facilitators in a reasonable good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on Cardholders/accounts; or (C) is caused by circumstances beyond EBS control, including but not limited to vandalism, hacking, theft, phone service disruptions, Internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of "ACTS OF GOD" or Force Majeure Event

15. CUSTOMER CHARGE / PRICE

15.1 Prices to be charged by the Merchant shall be inclusive of all taxes, insurance charges and delivery charges and shall be uniform to all Cardholders/Payment Card Industry member or the Payment Gateway facilitators. The Merchant shall not give any preference over any of the Payment Gateway facilitators. In case of any difference in prices due to shipping or any other charges, the same shall be made explicit to the customer.

15.2 The Merchant shall be solely responsible for the accuracy of all information and/or validity of the Prices and any other charges and/or other information relating to the Products which are included in the Site.

16. TRANSACTION LIMITS

16.1 EBS and the Payment Gateway facilitators reserves the right to impose limits on the number of transactions and/or purchases which may be charged on an individual credit card account during any time period, and reserves the right to refuse to make payments in respect of Customer Orders exceeding such limit. EBS and the Payment Gateway facilitators also reserve the rights to refuse to make payments in respect of Customer Orders from Customers with a prior history of questionable charges.

17. CUSTOMER SUPPORT

17.1 The Merchant shall provide a commercially reasonable level of customer support to Customers with respect to sales using the Facility. Such support shall include appropriate notice to Customers of (i) a means of contacting Merchant in the event the purchaser has questions regarding the nature or quality of the goods or services that the Merchant offers for sale and (ii) procedures for resolving disputes. If EBS or any of the Payment Gateway facilitators determines in good faith that Merchant's failure to comply with this paragraph is causing an unacceptable burden on its customer support facilities, EBS may suspend forthwith the services agreed to be rendered to the Merchant or terminate this Agreement.

18. INSPECTION OF PLACE OF BUSINESS

18.1 The Merchant shall also maintain in good order and as per generally accepted industry practices, its site, its books of account, in respect and maintain records of such periodical checks in such manner as may be specified by EBS. EBS shall be entitled to check and audit the Merchant's records and statements in this regard at such intervals or time as stipulated by EBS from time to time. With prior appointment, the Merchant shall allow EBS its management, its auditors (whether internal or external), their agent appointed to act on its behalf and / or its regulators to enter upon the premises of the Merchant and inspect, examine and audit the Merchant's operations and records which EBS, its management, its auditors (whether internal or external), their agent appointed to act on its behalf and / or its regulators in their absolute discretion deem to be relevant to the services carried out and / or arrangement entered into in terms of this agreement.

18.2 The Merchant forthwith upon being required by EBS permit inspection, audit or permit taking copies of the records of the Merchant. The Merchant shall produce such information within such reasonable time as may be provided by EBS, its management, its auditors (whether internal or external), their agent appointed to act on its behalf and / or its regulators.

18.3 In addition to the right to inspect, EBS, its management, its auditors (whether internal or external), their agent appointed to act on its behalf and/or its regulators shall also have the right to call for any information pertaining to Merchant's operations and business records in connection with services rendered under this Agreement.

18.4 The Merchant shall permit the authorised representatives of EBS and the Payment Gateway facilitators to carry out physical inspections of the place(s) of business of the Merchants and any godowns and warehousing facilities of the Merchant.

18.5 The Merchant shall co-operate in good faith with EBS to correct any practice, which are found to be deficient or inadequate or incorrect during the audit within a reasonable time as instructed by EBS.

18.6 The Merchant hereby agrees that it shall permit EBS and/or the Acquiring Bank and/or the Payment Gateway Facilitators and/or Reserve Bank of India ("RBI") or persons authorized by it/them to access the Merchant's documents, records or transactions and other necessary information given to, stored or processed by the Merchant, carried out and / or arrangement entered into in terms of this agreement, within a reasonable period of time

19. CONSIDERATION / FEES AND OTHER CHARGES

19.1 In consideration of the services provided by EBS, the Merchant agrees to pay to EBS the Transaction Discount Rate and further charges such as AMC (Account Maintenance Charges) as detailed in Annexure 'C' or as revised by EBS which amount/s shall be deducted by EBS from the amounts payable to the Merchant in terms of clause 4 hereof in respect of and from the Customer Charge and/or from the credit balance and/or security deposit. The Merchant shall also pay to EBS, a non refundable, one time set up fee as per the package selected and specified in Annexure 'C'. The Transaction Discount Rate may be unilaterally revised by EBS and EBS will advise Merchant of any such changes in advance of its effectiveness.

19.2 For the purpose of calculating the Transaction Discount Rate on, the amount would be the aggregate amount of the bill including taxes, tips, shipping, charges, etc. If any extra credit is given by the merchant to the cardholder without prior approval of EBS, the merchant shall do so at its own risk and responsibility. In such case the entire transaction would be treated as void and EBS will reject payment of the same. All taxes of whatsoever nature including , service tax, education cess, consumption tax, value added tax, withholding taxes whether currently in force or introduced after the date of this Agreement and any other taxes, duties, fees and charges arising out of the performance of this Agreement shall be borne by the Merchant.

20. TERMINATION

20.1 **TERMINATION FOR BREACH:** In case of breach of any of the terms of this Agreement by either party hereto, either party shall be entitled to terminate the Agreement immediately without giving any written notice to the other party for the same. At this stage, EBS shall be entitled to retain from and out of any monies then due to the merchant hereunder or which become due after termination thereof, any amount which, according to EBS is due and owing to EBS by the Merchant arising, directly or indirectly under this Agreement.

20.2 **TERMINATION IN CASE OF VIOLATION OF LAW:** In addition to any other termination rights granted by this Agreement, EBS may terminate this Agreement immediately without liability upon verbal or written notice if (i) EBS or the Payment Gateway facilitators is notified or otherwise determines in good faith that the Merchant is using EBS services and facilities or Payment Gateway services in furtherance of any activity which violates any law, rule, or regulation or (ii) EBS, the Payment Gateway facilitators or any of their directors, officers, stockholders, employees or agents are made the subject of a criminal or civil action or investigation or are threatened by such action as a consequence of any act of commission or omission caused or suffered or otherwise on account of the services rendered by the Merchant or (iii) Merchant is found to be engaged in fraud or other illegal or unethical activities, or in any activities which the other party, in its reasonable judgement, believes could adversely affect the reputation of EBS or the Payment Gateway facilitators ;

20.3 **TERMINATION BY NOTICE:** This Agreement may be terminated by the Merchant giving to EBS at least 30 days prior notice in writing or by EBS forthwith without prejudice to due completion and payment in respect of all transactions processed and accepted by EBS on or before the termination date. In the event of termination the Merchant shall present all completed transactions to EBS representative at the time of termination.

EBS shall be entitled to forthwith terminate this Agreement in the event of EBS changing its policy in respect of provision of any services and/or refusing to render such Services for any reason which would be detrimental to the interests of EBS.

20.4 **TERMINATION FOR NON USE:** EBS has the discretion to unilaterally terminate the agreement with immediate effect without any notice, if the Merchant fails or neglects to use the facilities and services of EBS for a continuous period of 180 days, and the merchant shall not have any recourse to EBS and no compensation is payable to the Merchant, EBS decision being final and binding on the merchant in this regard.

20.5 **TERMINATION IN CASE OF LIQUIDATION:** If either party enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or makes an assignment for the benefit of or compounds with its creditors or has a manager appointed or respect of all or any part of its business or petition for winding up or judicial management is presented against the other party or the other party ceases to carry on any part or its business or threatens to do any of these things engages in fraud or other illegal or unethical activities, or in any activities which the other party in its reasonable judgement believes that it could adversely affect the reputation of the other part

20.6 **TERMINATION FOR FAILURE TO UPGRADE SOFTWARE / HARDWARE:** If EBS requires the Merchant to carry out an upgradation of the software / hardware pursuant to the provisions of this Agreement and the Merchant is unwilling and/or fails to do so.

20.7 CONSEQUENCES ON TERMINATION

- a) Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to be effective on termination and this clause shall remain in full force and effect notwithstanding termination. Any transaction presented to EBS after the termination date, whether it bears authorisation or not, shall not be paid by EBS.
- b) In the event that either of the Parties serve a notice of termination of this Agreement on the other party, EBS shall be entitled to withhold for a period of 210 days from the date of termination, the security deposit, the minimum deposit account balance and amounts payable to the Merchant or any balance thereof after making adjustments/deductions in terms of this Agreement in terms of clause 4 of this Agreement.
- c) All materials, data, documentation, instruction manuals, guidelines, letters and writings and other materials issued by EBS from time to time, whether in respect of the utilisation of the Internet Payment Gateway or otherwise shall be immediately returned by the Merchant to EBS.
- d) Where any refund claimed by EBS exceeds the amount due to the Merchant the difference thereof shall be a debt due from the Merchant to EBS and be forthwith recoverable by appropriate legal action, as deemed fit by EBS. Without prejudice to any other of EBS rights and remedies, in the event that the Merchant does not make any payment to EBS by its due date or on demand as required under this Agreement, EBS shall be entitled to charge daily compounded interest on such overdue amount from the due date until the date of payment in full, at the rate of 2.5% per month.

- e) The provisions of this section shall not preclude EBS from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

21. MERCHANT'S MINIMUM DEPOSIT ACCOUNT BALANCE AND SECURITY DEPOSIT

21.1 As security for obligations of the Merchant arising in terms of this Agreement, it is mutually agreed by Merchant and EBS, that EBS shall retain amounts specified in the Annexure "C" as a minimum interest free, deposit account balance payable by the Merchant in terms of clause 4 hereof. The Merchant agrees that EBS will impose Transaction Limits and/or additional Reserve Deposit Amounts and/or additional Security Deposit Amounts, either temporarily or permanently, which are more restrictive than limits placed on the Merchants in order to reduce reasonable apprehension of risk or loss under varying circumstances. EBS shall use this Security Deposit and/or Reserve Funds in order to protect against catastrophic loss due to fraud, theft, human error, or excessive customer disputes. The Merchant Agrees that EBS is in no way responsible for any losses sustained including claims for loss on profits or on account of the imposition of Transaction Limits, Security Deposit and/or Reserve Deposit Amounts for any reason. In the event of termination of this Agreement by reason of breach of its terms by the Merchant, EBS shall be entitled to forfeit the Reserve Deposit and/or Security Deposit Amount. (The provisions of this Section shall not be affected by the intervening bankruptcy / insolvency of the Merchant)

22. ACCOUNT MAINTAINANCE CHARGE (AMC)

22.1 The Merchant agrees to pay the Account maintenance charges as set out in Annexure "C" or which may be fixed by EBS from time to time.

23. SECURITY OF CARDHOLDER DATA

23.1 The Merchant shall ensure that there are proper encryption and security measures at its Site to prevent any hacking into the information of the Merchant. It shall be the obligation of Merchant to verify the IP address of secure.ebs.in in the return/confirmation message URL. In the event of any loss being due to any act, which is beyond the control of the Merchant, including any hacking into the Merchants Site, the loss shall be borne by the Merchant alone and not the Customer;

23.2 The Merchant must use security standards in respect of all processing of Orders or such other standard as may be specified by EBS from time to time.

24. FORCE MAJEURE:

24.1 In addition to what is provided elsewhere in this agreement EBS and/or the Payment Gateway facilitators shall also not be liable for any failure to perform any of its services under this Agreement if on account of its performance being prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" includes any event due to any cause beyond the reasonable control of EBS and the Payment Gateway facilitators, including, without limitation, unavailability of any communication system, breach or virus in the processes or Payment Gateway or Gateway Delivery Mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.

25. GENERAL PROVISIONS.

25.1 Entire Agreement

- a) The representations and warranties given or made by the merchant to EBS prior hereto and this Agreement and the terms amended in writing from time to time hereafter shall constitute the entire agreement between EBS and the Merchant pertaining to the subject matter hereof and supersedes in their entirety all other written or oral agreements, representations and warranties given by EBS.
- b) In this Agreement if the context permits or requires words importing the masculine gender shall include the feminine and neutral genders, and words in the singular number shall include the plural number and vice versa
- c) If signed on behalf of the firm, the expression " the Merchant" shall include all existing and future partners, If signed on behalf of company, the expression " the Merchant" shall include all existing and future Directors, the person or persons from time to time carrying on the business of such firm and, if, there are two or more signatories hereto, the expression " the Merchant" shall include all and each of them and their liabilities under this Agreement shall be joint and several. The person authorized to sign this agreement has got power and authority from the concerned authority and make them liable as per the governing laws.

25.2 RELATIONSHIP BETWEEN PARTIES.

- a) It is clarified that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between EBS and the Merchant and / or its Merchant Staff. The Merchant and/or its Merchant Staff shall not be entitled to, by act, word, and deed or otherwise make any statement on behalf of EBS or in any manner bind EBS or hold out or represent that the Merchant is representing or acting as an agent of EBS.
- b) It is further clarified that the Merchant shall provide the said services as an independent Merchant and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between EBS and the Merchant and / or the personnel assigned / provided / deployed by the Merchant or either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of any of them.
- c) The Merchant / Merchant Staff shall have no authority / right to bind EBS in any manner. It is also clarified that the personnel employed by the Merchant will be governed by the terms of the Merchant's employment and the Merchant alone shall be responsible and liable in the event of any adverse claims of whatsoever nature made on EBS by the Merchant / Merchant Staff.

25.3 SEVERABILITY: If any provision of this Agreement is determined to be unenforceable in whole or in part for any reason, then such provision or part shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in any way affected thereby and any act of omission /commission of the parties hereto done prior to the provisions being held unenforceable shall be deemed to be valid and/or binding on the other.

25.4 VARIATIONS OF AGREEMENT: EBS reserves the right at all times to vary or amend these terms and conditions or to introduce new terms and conditions. Any such variations or amendment or introduction will become effective and binding on the Merchant upon notification to the Merchant by ordinary post and if the Merchant is unwilling to accept such variation or amendment or introduction, the Merchant shall notify EBS in writing by Registered Post within five days from the receipt of the notification by EBS and in such an event of refusal EBS shall have the right to forthwith stop providing any services and the Merchant shall forthwith terminate its agreement with the Merchant and EBS.

25.5 ASSIGNMENT: This Agreement will bind the successors and permitted assigns of the Parties hereto and the merchant will obtain prior consent from EBS before Assignment of this Agreement. EBS shall be immediately advised of any sale, assignment, lease or transfer or change on ownership in any way of the Merchant. The rights under this Agreement granted to the Merchant are not assignable or transferable without the prior approval of EBS. All new / replacement Merchants shall execute fresh agreements on the same or similar terms as contained herein in order for the assignment, sale, transfer or change in ownership to be effective. EBS shall be entitled to assign or transfer its rights and obligations under this Agreement to any other entity.

25.6 RIGHTS AND REMEDIES; WAIVER: All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If either Party fails to perform its obligations under any provision of this Agreement and the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.

25.7 SURVIVAL OF PROVISIONS: Notwithstanding any other provision to the contrary herein, terms which by their nature or otherwise necessary to survive termination or expiration of this Agreement shall so as to put an end to the pending operations/transactions already entered into in a smooth manner, shall bind the parties following any expiration or termination of this Agreement. All indemnities given by the Merchant shall survive the expiry or termination of the Agreement.

25.8 LIABILITY UPON EXPIRATION: Neither Party shall be obligated to extend or renew this Agreement.

25.9 JURISDICTION AND GOVERNING LAW: The laws of India only and no other nation shall govern this Agreement. The Parties agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under or in relation to the terms and conditions of this agreement.

25.10 HEADINGS AND SUB – HEADINGS: The headings and sub headings in this Agreement are for convenience only and do not affect the intent/meaning or interpretation of the relative section / clause.

25.11 DISCLOSURE OF INFORMATION: EBS/Payment Gateway facilitators will be entitled at any time to disclose information concerning the merchant to a third party in connection with EBS facilities, provided by EBS/Payment Gateway facilitators. This clause shall survive the termination of this Agreement.

25.12 DUTY, COSTS, CHARGES, ETC.: All costs (including costs between the Advocate and client), charges, expenses, taxes, duties (including stamp duty) in relation to this agreement and any document executed pursuant thereto and in relation to the enforcement of this agreement shall be borne and paid by the merchant alone.

25.13 NOTICES: Any notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to EBS or the Merchant at their respective addresses mentioned hereinabove or to such other address as the concerned party may inform the other party in accordance with the provisions of this clause

a. Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, registered post, cable, facsimile or telex to:

| | |
|---|---|
| <p>In the case of EBS:</p> <p>Name: . Address:</p> <p>Fax: Email: ATTN:-</p> | <p>In the case of the Merchant</p> <p>Name: Address:</p> <p>Fax: - Email: ATTN:-</p> |
|---|---|

b. Notice will be deemed given:

- i) in the case of hand delivery or registered mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;
- ii) in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission. Provided that in case of the date of receipt not being a business day, notice shall be deemed to have been received on the next business day. Provided further that in case of a notice being forwarded by facsimile, a copy of the notice shall also be forwarded by hand delivery, registered mail or overnight courier services.
- iii) the address for notice may be changed by either party by giving notice to the other party as provided herein.
- iv) nothing in the aforesaid clauses shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.
- v) the parties hereto will endeavour to settle amicably by mutual discussion any disputes, differences or claims whatsoever, related to this agreement or arising on account of this agreement. Failing such amicable settlement any dispute shall be settled by arbitration by a single arbitrator who shall be appointed by the parties hereto and for which The Arbitration and Conciliation Act 1996 as amended from time to time shall govern the arbitration proceedings. The jurisdiction for the purpose of conducting arbitration proceedings or otherwise any proceedings before the courts shall always be that of Mumbai (Bombay) in the state of Maharashtra. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

The parties hereto have hereunto set their hands on the date first above written.

| | |
|---|---|
| <p>On Behalf of the EBS</p> <p>_____</p> <p>(Signature)</p> <p>Name:- Title:-</p> <p>Signature of Witness 1: Name & Address:</p> <p>Signature of Witness 2 Name & Address:</p> | <p>On Behalf of the Merchant:</p> <p>_____</p> <p>(Signature)</p> <p>Name:- Title:-</p> <p>Signature of Witness 1: Name & Address:</p> <p>Signature of Witness 2 Name & Address:</p> |
|---|---|

Date and Place of the Agreement:

This Agreement consists of 13 pages, including this page and 5 pages containing Annexure "A" to Annexure "F" at the time of signing the agreement. All the pages should have initials by EBS & Merchant, except the page 13, which should be fully signed, witnessed and Company Seal affixed. This agreement should be signed on a Non-Judicial Stamp / Franking of Value Rs 300 i.e.: - Rs.100 for Agreement and Rs. 200 towards Indemnities granted herein.

ANNEXURE 'A'

Banned List:

- 1) Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services ; Website access and/or website memberships of pornography or illegal sites
- 2) Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne
- 3) Body parts which includes organs or other body parts
- 4) Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (spam)
- 5) Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free
- 6) Child pornography which includes pornographic materials involving minors
- 7) Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection
- 8) Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials
- 9) Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software
- 10) Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods
- 11) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms
- 12) Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items
- 13) Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction
- 14) Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrollment in online gambling sites, and related content
- 15) Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles
- 16) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property
- 17) Illegal goods which includes materials, products, or information promoting illegal goods or enabling illegal acts
- 18) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes
- 19) Offensive goods which includes literature, products or other materials that:
 - a. Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors
 - b. Encourage or incite violent acts
 - c. Promote intolerance or hatred.
- 20) Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals
- 21) Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner
- 22) Pyrotechnic devices, combustibles, corrosives and hazardous materials which includes explosives, fireworks and related goods; toxic, flammable, and radioactive materials and substances
- 23) Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications
- 24) Securities which includes stocks, bonds, or related financial products
- 25) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products
- 26) Traffic devices which includes radar detectors/jammers, license plate covers, traffic signal changers, and related products
- 27) Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments
- 28) Wholesale currency which includes discounted currencies or currency exchanges
- 29) Live animals or hides/skins/teeth, nails and other parts etc of animals.
- 30) Multi Level Marketing collection fees
- 31) Matrix sites or sites using a matrix scheme approach
- 32) Work-at-home approach and/or Work-at-home information
- 33) Drop-shipped merchandise
- 34) Any product or service which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the laws of India.
- 35) The Merchant providing services that have the potential of casting the EBS and/or Payment Gateway facilitators in a poor light and/or that may be prone to "Buy & Deny" attitude of the cardholders when billed (e.g. Adult material/ Mature content/Escort services/ friend finders) and thus leading to chargeback and fraud losses.
- 36) Businesses or websites that operate within the scope of laws which are not absolutely clear or are ambiguous in nature (e.g. Web-based telephony, Websites supplying medicines or controlled substances, websites that promise online match-making)
- 37) Businesses outrightly banned by law (e.g. Betting & Gambling/ publications or content that is likely to be interpreted by the authorities as leading to moral turpitude or decadence or incite caste/communal tensions, lotteries/sweepstakes & games of chance.
- 38) The Merchant who deal in intangible goods/ services (eg. Software download/ Health/ Beauty Products), and businesses involved in pyramid marketing schemes or get-rich-quick schemes. Any other product or Service, which in the sole opinion of either the EBS or the Payment Gateway facilitators , is detrimental to the image and interests of either of them / both of them, as communicated by either of them/ both of them to the Merchant from time to time. This shall be without prejudice to any other terms & conditions mentioned in this Agreement.
- 39) Bulk marketing tools which includes email, lists, software, or other products enabling unsolicited email messages (spam)
- 40) Web-based telephony/ SMS/Text/Facsimile services or Calling Cards. Bandwidth or Data transfer/ allied services. Voice process /knowledge process services.
- 41) Mailing lists

ANNEXURE 'B'

Use of Services of EBS and Terms of Usage of the Payment Gateway ("Facility"):

- a) Not to use the Facility in any manner including that of dealing in banned products as stated in Annexure "A" hereto, or in furtherance of any activity, which constitutes a violation of any law or regulation or which may result in fraud on any person or which may cause the EBS to be subject to investigation, prosecution or legal action.
- b) To use information regarding a Cardholder (including name, address, e-mail address, telephone numbers, and data regarding EBS accounts or financial instruments) conveyed to Merchant by consumer software designed to access the Facility only for the purpose of completing the Transactions for which it was furnished, and not to sell or otherwise furnish such information to others unless the Merchant has an independent source of such information or obtains the express consent of such Cardholder.
- c) To use the Software in accordance with the terms on which the Software has been provided to the Merchant and not to attempt to modify, translate, disassemble, decompile or reverse engineer the Software, or use it for any purpose other than for the utilisation of the Facility.
- d) The Merchants will always adhere to the quality standards and process standards laid down by EBS for using the EBS Internet Payment Gateway.
- e) All Payment Gateway product features and benefits will only be based on the features extended to the merchants via EBS by the Card Associations, Acquiring Banks, Payment Gateway Facility providers and their agents.
- f) The Merchant shall get the prescribed Agreement duly and completely filled up and signed from the authorized signatory of the Merchant. The Merchant will maintain all documents as required by EBS under the terms of this agreement and notified to them from time to time.
- g) Once the Merchant is approved, the merchant will be integrated to the EBS IPG (Internet Payment Gateway) through the EBS Middleware for the processing of the transactions.
- h) The Merchant will ensure that all customers of the Merchant transact safely and are protected for secure transactions based on the rules and regulations stipulated by the concerned authorities.
- i) EBS Middleware is only to complement the Payment Processing System and the middleware will only help both EBS and the merchant in observing the Operations being handled smoothly.

The Payment Gateway facility shall only be utilized by the Merchant whose details are as follows:

1. Name of Merchant Establishment: _____

- A Company registered under the provisions of the Companies Act, 1956, and having its Registered Office as below
- A Partnership Firm registered under the Indian Partnership Act, 1932 and having its Principal place of Business as below
- A sole proprietorship having its principal place of Business as below
- A HUF represented through _____ its Karta and residing as below aged _____ approximately.
- Trust registered under the Charity commissioner

2. Name of Authorised representative: _____

3. Address and Contact Details of Merchant Establishment: _____

i) Telephone number: _____

ii) Facsimile number: _____

iii) E-mail address: _____

4. Business of Merchant Establishment: _____

5. Website address (URL) _____

6. Business Hours: _____

7. Payment options approved to be used through above stated website only, are as follows:

- Credit Cards
- Net banking
- Cash Card Brands

8. The following pre-approved Products will only be sold using EBS Payment Gateway Facility

ANNEXURE "C"

Plan Details

Package Selected _____

Merchant Establishment servicing Fees / Consideration:

The Merchant shall pay to EBS:

- Credit Card Transaction Discount Rates at _____% of the Transaction Amount + Applicable Taxes
- Diners Card Transaction Discount Rates at _____% of the Transaction Amount + Applicable Taxes
- Debit Card/Netbanking Transaction Discount Rates at _____% of the Transaction Amount + Applicable Taxes
- Cash Cards Transaction Discount Rates at _____% of the Transaction Amount + Applicable Taxes
- Account Maintenance Charges of Rs. _____/- + Applicable Taxes
- Per Transaction Cost . _____/- + Applicable Taxes
- Merchant's Minimum Deposit Account Balance (Rs.) _____/-
- Merchants Security Deposit (Rs.) . _____/-
- Reimbursement of Agreement Stamp duty costs. _____/-

Sufficient reserve deposits will be maintained in accordance with the extent of transactions undertaken and upon demand will be re-credited back after a period of 210 days after date of termination of this agreement.

Minimum Withdrawal amount:

The Minimum Withdrawal amount for the Merchant from his account with EBS will be Rs.2,500/- at any given time.

Expenses:

All reasonable out-of-pocket expenses incurred by EBS, or at the request of the Merchant, or incurred by EBS in the course of meeting the special requirements of the Merchant shall be reimbursed in full by the Merchant.

Payment Schedule:

Subject to the terms and conditions of the Agreement, Settlement Net Amount for transactions will be released on proof of delivery and after number of _____ business days.

Fraud & Chargeback liability

Fraud & Chargeback liability of the Merchant is 100%

Bank Account details

Mode of payment to Merchant: Cheque / Credit to Merchant's Bank Account No. _____ held in _____ (Branch) of _____ (Bank) favouring M/s _____

I understand and accept the above commercials along with the Terms and Conditions for utilizing the Payment Gateway services extended by EBS and shall adhere to all the terms and conditions of the agreement.

Signature & Stamp of the Merchant

EBS Authorized Signatory

Name: _____

Name: _____

Title: - _____

Title: - _____

ANNEXURE D

WEBSITE REQUIREMENTS

"Website requirements" are the minimum content requirements that the ME shall be required to adopt for payment purposes" Merchants should establish minimum Merchant Website content requirements for payment purposes. Website content requirements are important to ensure a satisfactory shopping experience for consumers and to minimize cardholder copy requests, disputes and chargeback. These steps will promote benefits for the cardholders and merchants alike.

TERMS OF USE OF MERCHANT WEBSITE AND PRIVACY POLICY

The following items must be included:

Order Forms:

The order forms in which Merchant accepts Orders from the Cardholder on the Internet should contain the following information:

- a) the Cardholder's name
- b) the transaction amount (in Indian Rupees)
- c) the transaction date
- d) the Cardholder's postal address
- e) the method of delivery
- f) the refund policy

Complete description of goods and services:

The Merchant must provide a complete description of its goods or services. For example, if selling electrical goods, the Merchant must state voltage requirements, which vary around the world. Customer service contact information, including electronic mail address or telephone number: Since communication with a Merchant is not always possible using the Merchant Website, Merchants must display a Customer service contact telephone number or e-mail address. Cardholders can, therefore, contact the Merchant to ask questions about their transaction.

Return, Refund and Cancellation Policy

A Merchant must detail their return, refund, and cancellation policy clearly on the Website to inform Cardholders of their rights and responsibilities, for example, in case they need to return goods. If the Merchant has a limited or no refund policy, this must be very clearly communicated to Cardholders before the purchase decision is made, to prevent misunderstanding and disputes.

Presentment of paper and refunds:

The merchant agrees to inform the cardholder about its credit refund policy clearly mentioning the same in bill invoice and/ or on the website.

- a) If in respect of any transaction any goods/ services are not received as ordered, by the Cardholder or are lawfully rejected or accepted for or services are not performed or partly performed or cancelled or price is lawfully disputed by the Cardholder or price adjustment is allowed, the Merchant shall not make a cash refund but shall complete a credit slip supplied or approved by the EBS. The merchant shall sign and date each credit slip and include a brief description of the items concerned. A true and completed copy of the credit slip must be delivered or forwarded to the Cardholder.
- b) In the event of a refund to a cardholder the merchant shall not process a refund transaction and/or make a cash refund directly to the cardholder. The merchant must not process a refund transaction, unless there is a preceding corresponding debit on a card account. The merchant must present to EBS a credit process/ refund letter on headed stationery and signed by authorized signatory/ies upon which EBS are authorised to deduct from the merchants account the total refund(s) due to the cardholder(s) and in the event of there being a shortfall in the account of the merchant to provide for the said amount then the merchant shall forthwith make provisions for the same failing which the merchant shall be liable to pay interest at the rate then currently charged to cardholders in respect of their indebtedness from the due date until the date of payment (as well as after and before any demand made or judgement obtained).
- c) In situations where sale date and refund date have a gap between them, which or otherwise causes a currency translation difference for transactions on foreign cards, the EBS will have the right to recover the equivalent INR (Indian rupee amount pertaining to such foreign exchange currency translation differences from the Merchant, for the purpose of crediting the same to the Cardholder's Card Account.

Delivery Policy

Not all Merchants are able to support delivery of goods worldwide and may instead restrict sales to within their own country or to a limited number of countries, based on delivery experience or import and export regulations. As Merchants may sustain a loss when shipped goods fail to arrive, they are entitled to establish their own policies regarding delivery of goods. However, when a Merchant does have restrictions or other special conditions in place, such special conditions must be clearly stated on its Website.

Transaction Currency or Currencies

Since the electronic commerce Merchant's customer base is worldwide, it is important that the Cardholder is made aware of the transaction Currency before the Cardholder proceeds to purchase. The Currency should be clearly stated, including the country name when the name of the unit of currency is not unique. For example, a dollar can be an Australian dollar, a New Zealand dollar, a Hong Kong dollar, a U.S. dollar, or one of many more.

The Acquirer must enter transactions into clearing and settlement in the exact amount and in the exact transaction currency authorized by the Cardholder. Therefore, neither the Merchant nor the Acquirer can convert the agreed transaction amount into a different currency. Merchants can display equivalents of the transaction amount in different currencies, but they must clearly indicate that the equivalents listed are for information only.

Additional items that ideally should be included on a Merchant's Website include:

- Privacy statements
- Identifiers that easily match the Website to the "doing business as" name

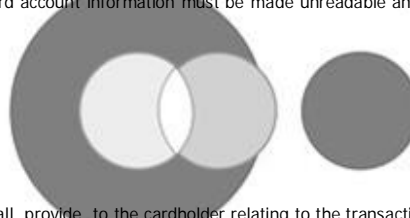
ANNEXURE E

"Security Requirements"

- "Account information Security" are the minimum security related requirements to be adopted by the ME for protecting cardholder related information"
 - Provide multiple security measures to protect Cardholder databases, so that a failure of any one security control will not result in unauthorized disclosure of account and transaction information.
 - Implement controls, such as protecting the domain name server with firewalls and router security functions, so that Cardholder Internet sessions cannot be re-directed to an unauthorized Website. If a Cardholder is redirected to an unauthorized Website, the Cardholder may unknowingly disclose confidential information, such as USERID/password and account number to a criminal.
 - All communication between the Cardholder and the Electronic Commerce Merchant that includes Cardholder Identification, authentication, account, or transaction information must be secured in tune with Cryptographic standards
 - Databases containing Cardholder information are only accessible through tested Web interfaces designed for Cardholders. Static passwords do not provide adequate security for system, database, or application administrative access over the Internet to Cardholder databases.
 - Web application software must never allow the User to enter unrestricted system or database commands and it must never fall in a fashion that allows entering of unrestricted system or database commands.
 - Merchant customer support functions only originate from approved networks and computers.
 - Develop network access controls that prevent the system that hosts the Cardholder database from being directly addressed from the Internet.
 - Do not open or run e-mail attachments or other unknown files on the Web or Database Servers from unknown sources. Do not use the Web or database servers as browsers to view other Websites.
- Secure the account number by:
- Using current cryptography standards (preferably hardware which secures the cryptographic keys), if the account number must be decrypted on a computer system that can be addressed from the Internet.
 - Use cryptographic hardware or software meeting current standards, if the account number can only be decrypted on devices not accessible from the Internet.
 - Not storing the account and transaction information on a computer accessible from the Internet.
 - Changes to security controls, hardware that implements security controls, and software that implement security controls for account and transaction information must be tested prior to implementation on a computer system that does not contain account and transaction information accessible from the Internet.
 - After changes to security controls, hardware that implements security controls, and software that implements security controls for account and transaction information are implemented, testing must be completed to ensure that the appropriate security controls remain in effect.

The Merchant shall not sell, purchase, provide or exchange a cardholder's name or MasterCard / Visa account number information in any form obtained by reason of a MasterCard/ Visa Card transaction to any third party other than its MasterCard/ Visa acquiring member-EBS, or pursuant to a government /statutory or competent body's request. Further, the materials containing card account information must be made unreadable and unusable before they are discarded in an approved manner.

EBS



ANNEXURE F

"Transaction receipt requirements"

- "Transaction receipt requirements are minimum requirements that a ME shall provide to the cardholder relating to the transaction"
- An Electronic Commerce Merchant must provide Cardholder with a transaction receipt. Members need to be aware, however, of the following unique data requirements for transaction receipts and copy fulfilments for Electronic Commerce transactions:
- Concealed Cardholder account number—For Electronic Commerce transactions, the Cardholder account number must not appear on the transaction receipt.
- Unique Identification Number—To assist in dispute resolution between the Cardholder and Merchant, the Merchant must assign a Unique Identification Number to the transaction and display it clearly on the transaction receipt.
- Website address—The Merchant must always include its Website address.
- In addition, it is suggested that the transaction receipt include wording to indicate that the Cardholder should print or save the receipt for his records.
- Each Electronic Commerce Transaction shall be reflected in an Electronic Commerce Transaction Receipt in the form furnished by the Merchant to the EBS, and which shall contain the following information
- Electronic Commerce Merchant Name: The Merchant name must not be name of the network provider or other entity unless the Electronic Commerce Transaction represents membership service charges or merchandise/services provided by the network provider itself.
- Electronic Commerce Merchant online address
- Electronic Commerce Transaction amount (or credit), indicated in transaction currency
- Electronic Commerce Transaction date (or credit date), preparation date
- Unique Electronic Commerce Transaction identification number
- Cardholder name
- Authorization code
- Electronic Commerce Transaction type (purchase or credit)
- Description of merchandise/services
- Return/refund policy (if restricted)
- Cardholder's concealed credit card account number
- A recommendation that the Cardholder/Purchaser print/save the Electronic Commerce Transaction Receipt for his/her records
- The Merchant can choose to send a separate e-mail message to the Cardholder containing this required information, on as with mail and telephone order transactions, send a physical receipt in the mail, or both. To minimize Cardholder inquiries, Merchants are encouraged to send an online acknowledgment of the transaction in addition to the transaction receipt.