

## MASTER AGREEMENT – PAYMENT COLLECTION & SOLUTIONS

**THIS MASTER AGREEMENT – PAYMENT COLLECTIONS & SOLUTIONS** (“Agreement”) is executed by and between:

**One97 Communications Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at First Floor, Devika Tower, Nehru Place, New Delhi-110 019 and its principal place of business at B-121, Sector-5, Noida-201 301 (hereinafter referred to as “**One97**”, which term shall, unless repugnant to the context or meaning thereof, mean and include its assigns/ees, affiliates, subsidiaries, associates, administrators and successors) of the One Part; and

**Entity** means entity referred to Business information section in [www.paywithpaytm.com](http://www.paywithpaytm.com) of the Second Part.

(“**One97**” and “**Entity**” are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”).

### **WHEREAS:-**

- A. One97 is interalia engaged in the business of providing aggregation of payment solutions including providing services related to electronic payments and collections through the website [www.paytm.com](http://www.paytm.com) and the Paytm mobile application. Both the Paytm website and Paytm mobile application are collectively referred to as “**Paytm**”
- B. Entity has agreed to offer the online payment facility to its Customer to make payments to the Entity through Paytm Platform.
- C. One97 has agreed to provide and Entity has agreed to obtain the Paytm Services to facilitate the online collection of the payments from the Customers through Paytm Services on the terms and conditions more specifically provided in this Agreement.

**NOW THEREFORE**, the Parties hereto agree as under:

### **1. DEFINITIONS**

In this Agreement, unless repugnant to the context or meaning thereof, the terms defined herein (including in the introductory paragraph and recitals) shall have the meaning as under:

- 1.1. “**Affiliate**” means a person that controls, is controlled by or is under common control with, another person. For the purpose of this definition “control” shall mean the power to direct the management and policies, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms “controlling” and “controlled” shall have co-relative meanings to the foregoing.
- 1.2. “**Agreement**” shall mean this Master Agreement including its Schedules, Annexures and all other documents (which may be signed between One97 and Entity, from time to time in relation to subject matter of this Agreement) and any and all schedules, appendices, annexures and exhibits attached to it or incorporated in it or referred herein.
- 1.3. “**Application Programming Interface**” or “**API**” means the Entity’s Application Programming Interface including any related documentations, source code, executable applications and any other materials made available by the Entity to One97 for the purpose of integration of Entity information with the Paytm Platform/ Paytm Services.
- 1.4. “**Authentication**” shall mean the process by which the Customer’s identification is authenticated by the Facility Providers.
- 1.5. “**Authorization**” shall mean the process by which the Issuing Bank/Participating Bank and/or the relevant Card Association electronically or otherwise communicate the approval of the charge on the Customer upon receipt of the Customer’s instruction in respect of the payment against the Transaction through the Paytm Platform.
- 1.6. “**Bill**” would mean and include but not limited to bills, invoice, periodic bills, fees, academic fees, insurance premium, subscription charges, or any other amount that may be collected by the Entity (in accordance with the nature of its business) in consideration of the Goods sold and/or Services rendered (as may be applicable) by the Entity to the Customer.
- 1.7. “**Bill Payment**” shall mean the amount of Bill to be paid by the Customer.
- 1.8. “**Business Day**” shall mean any day on which the Facility Providers are open for business in India other than non-working Saturday, Sunday and any days declared by One97 and/or Facility Providers as a Holiday.
- 1.9. “**Customer**” means any person holding a valid payment instrument and who enters into Transaction with the Entity and makes payment for the same, through Paytm’s platform and shall include any Individual or legal Entity who is availing online payment facility for the Goods and/or Service of the Entity.

- 1.10. **“Customer Billing Information”** means the information provided by the Entity either through API and/or in any other manner detailing the Bill, identification of the Customer/Bill, amount of the Customer Charge, etc.
- 1.11. **“Customer Order”** shall mean an order placed by the Customer for purchase of Goods and/or for availing of Services provided by Entity (more specifically mentioned in the(Business Information Section) and shall be specifically designated by a unique Order Number which can be used by the Customer for obtaining details about the Order including without limitation details of the status of such Order.
- 1.12. **“Customer Charge”** means and includes (a) the sale price of the applicable Goods and/or Service purchased or availed by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Product / Service; and/or (b) amount of Bill Payment, that are to be charged to the Customer’s Valid Payment Instrument and processed and settled through the Service.
- 1.13. **“Card Associations”** shall mean and include Master Card, Visa, Diners Card, American Express Card, JCB, etc., which authorize and enable credit/debit card transactions.
- 1.14. **“Dispatch”/ “Delivery”** shall mean, in respect of Goods dispatch/delivery of the Goods by a reputed courier /parcel service to the Customer at the address specified by the Customer in this behalf and/or in respect of a Service, delivery/performance of provision of Service.
- 1.15. **“Effective Date”** means the date when the application gets approved through One97 subject to Risk Analysis and Line of Business verification
- 1.16. **“Entity’s Bank Account Details”** shall mean the details as provided by the Entity.
- 1.17. **“Entity’s Website/Mobile Application/Billing System”** shall mean the active website/mobile application/billing system, the contents of which are owned, controlled, and operated by the Entity for the purposes of enabling the Customers to view Products and/or Services and to enter into Transaction for purchase and/or subscription offered by the Entity thereon.
- 1.18. **“Escrow Bank Account”** means a Escrow bank account opened in accordance with the RBI regulations related to prepaid payment instruments i.e. Paytm Wallet and facilitating the transfer of these funds in final settlement to merchants herein referred to as the Entity and other permitted payments after deduction of such service charges as per RBI Regulations notifications/ guidelines issued from time to time.
- 1.19. **“Facility Provider(s)”** shall mean and connote various Banks, Financial Institutions (“Participating Banks”) and various software providers who have signed with One97 from time to time and are in the business of providing information technology services including but not limited to Internet based electronic commerce, Internet payment gateway and electronic software distribution services. These Facility Providers allows One97 to use the Payment Gateways developed by them to route credit card, debit card, internet banking, prepaid cash card or mobile wallet transactions entered into on the Internet/Mobile channels to third party clearing houses/ Issuing Banks (with respect to Paytm Wallet, such Facility Providers shall include One97).
- 1.20. **“Goods”** means a tangible merchandise, marketed, distributed or sold by the Entity, and/or it’s authorised Vendors to Customer(s) and more specifically mentioned in the Business Information Section..
- 1.21. **“Internet Payment Gateway”** means a payment gateway obtained by the One97 from Payment Gateway Provider(s) for accepting payments on the web through credit cards, debit cards, internet banking, prepaid cash cards or mobile wallets.
- 1.22. **“Issuing Bank”** in respect of a Customer, means the bank or financial institution or a licensed third party payment service provider which has issued the Valid Payment Instrument to the Customer.
- 1.23. **“Mobile Application”** shall mean an IVR (Interactive Voice Response), WAP (Wireless Application Protocol), SMS (Short Messaging Service), USSD (Unstructured Supplementary Service Data), ODP (On Device Portal) or NFC (Near Field Communication) based shopping interface developed by the Entity, One97 or any third party service provider, which is accessed by the Customer for providing the account details and issuing the payment instructions upon placing the Customer Order.
- 1.24. **“Net Banking Facilities”** shall mean the facilities and services provided by Issuing Banks, which allow authorization (from third party clearing house networks) and settlement facilities in respect of payment instructions initiated by the Customers on their respective Internet Banking websites.
- 1.25. **“Nodal Bank Account”** means a nodal bank account in accordance with the RBI regulations for pooling the funds collected from the Customers on behalf of the Entity through Paytm Platform (viz., Net Banking, Credit Card, Debit Card, etc.) and facilitating the transfer of these funds in final settlement to the Entity and other permitted payments after deduction of such service charges as per RBI Regulations notifications/ guidelines issued from time to time on online payments.
- 1.26. **“One97 Software”/ “One97 Services” / “Paytm Platform” / “Paytm Services”** shall mean appropriate payment platform / aggregation of payment gateway facilities provided to Entity, developed and deployed by

One97 for the purposes of enabling online collection of the payment for Transactions by the Customers.

- 1.27. **“Payment Instrument”** means a Credit Card, Debit Card, Internet Banking Account, Prepaid Cash Card or Paytm Wallet used by the Customer for making a payment through Paytm platform.
- 1.28. **“Paytm Fees”** means, with respect of every Transaction undertaken by the Customer applicable charges of One97 for providing One97’s Services to the Entity, which are specifically provided in the subsequent clauses of this Agreement. One97 reserves the right to modify the Paytm Fees by giving a thirty (30) days advance notice to the Entity. Paytm Fees shall comprise of two components Merchant Discount Rate (MDR) & Service / Convenience Fees.
- 1.29. **“Paytm Wallet”** shall mean a semi closed prepaid payment instrument issued by One97, in accordance with the RBI Guidelines issued from time to time, which can be used by the Customer against the value stored on such instrument to purchase Goods and Services, including financial services at a group of clearly identified Merchants i.e., Entity/Entity locations/establishments which have a specific contract with One97 to accept the payment instruments. For the avoidance of doubt, the value stored on such instruments represents the value paid for by the Customer at the time of issue/availing of Paytm Wallet or at the time of reloading of the said Wallet by the Customer. Further these instruments do not permit cash withdrawal of redemption by the holder of Paytm Wallet.
- 1.30. **“Service”** means any service that Entity offers including but not limited to the Subscription Services, Bill/Fees/insurance premium/academic/travel and/or any other offering (collectively referred to as “Services” and more specifically mentioned in the Business Information Section) and that is availed of by the Customer.
- 1.31. **“Settlement” / “Settlement Amount”** means the procedure pursuant to which the amounts are remitted to the Entity under this Agreement from the designated Nodal Bank Account and/or Escrow Bank Account in accordance with the Reserve Bank of India Guidelines.
- 1.32. **“Transaction”** means every Customer Order in consideration of which the Customer makes the payment of Customer Charge through the Valid Payment Instrument through the Paytm Platform and which is Authenticated and Authorised by the Facility Providers and that results in the Delivery by Entity to the Customer of the Product(s) / Services in respect of which the Customer Order was placed.
- 1.33. **“Transaction Amount”** means the Customer charge plus Convenience Fees. However in case of MDR Fees, the Transaction Amount shall mean the Customer Charge inclusive of MDR Fees.
- 1.34. **“Valid Credit Card/Debit Card”** means a Visa/MasterCard/American Express/Diners Club/JCB Credit Card / Debit Card provided by the Issuing Banks to the Customer for Customer’s Bank account held with such Issuing Banks or any other card acceptance facility provided by One97, the Facility Providers or the Participating Banks and which is not listed in Visa/MasterCard’s and other current warning bulletins.

## 2. INTERPRETATION

In this Agreement:

- 2.1 Except where the context requires otherwise, references to Clauses, Schedules and Annexures are to Clauses of, Schedules to and Annexures to this Agreement.
- 2.2 Words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include companies.
- 2.3 Headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 2.4 In case of any ambiguity or discrepancy between the Clauses and the Annexures to this Agreement, the Clauses shall prevail.
- 2.5 Any reference to any agreement, deed, instrument, licence, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, licence code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated.

## 3. SCOPE OF SERVICES

- 3.1. Subject to and in accordance with the terms contained herein and in consideration of the payment of the Fees in terms of this Agreement, One97 shall provide to the Entity based on the requirements of the Entity **any or all** of the following services (whether offline/online) as requested by the Entity and more specifically mentioned in the Business Information Section and accordingly the respective Schedules shall apply:
  - 3.1.1. **On Paytm properties (e.g. Paytm website, mobile app, etc.):** Provide aggregate payment solutions including electronic Bill payment, management, distribution and subscription services through the Paytm Platform ( [www.paytm.com](http://www.paytm.com)) so as to enable the Customers to make the payments of their Bill online, more specifically defined in Schedule A attached hereto.

- 3.1.2. **Payment Gateway Services:** Enable the Entity to accept the online payments made by a Valid Payment Instrument for a Transaction at the Entity's Website or Mobile Application by allowing the Entity to integrate the Entity's Website/Mobile Application/Billing System with the Paytm Platform. The terms and conditions are more specifically provided in Schedule B attached hereto.
- 3.2. While providing the said Paytm services, One97 acts as Intermediary/ payment aggregator/ enabler /facilitator of payment platform by:
  - 3.2.1. Connecting the Entity and the Customer to enter into Transaction and/or enable the Customer to make online payment of Transaction Amount.
  - 3.2.2. Integrating the Entity's Website/Mobile Application/Billing System with the payment systems of various Facility Providers for enabling the Customer of the Entity to make the payment of the Transaction Amount using Internet Payment Gateway.
- 3.3. The specification of the Paytm services, the respective obligations of the Parties to this Agreement are set out in Schedules A and B and depending upon the nature of services opted for by the Entity, the respective Schedule(s) shall apply. From time to time, the Parties may amend the Schedule and/or execute the additional Schedules to cover other/ additional services upon such terms and conditions as may be mutually agreed.
- 3.4. One97 shall thus act as an intermediary and connect the Entity and the Customer through the Paytm Platform thereby enabling the Customer to make the online payment of Transaction Amount and Entity shall be solely responsible to provide/renew/activate/subscribe the respective Services to the Customer in respect of which the payment of Transaction Amount has been made by the Customer through the Paytm Platform.
- 3.5. Each Party shall co-operate with the other Party and render assistance to the other Party in integration of API or such other information in such manner as may be mutually agreed to by the Parties with One97's Platform for the purpose of enabling One97 to collect the payment on behalf of the Entity from the Customer in terms of this Agreement.
- 3.6. The total Transaction Amount in respect of the Transactions is collected into designated Nodal Bank Account (in case of payment received via Net Banking, Credit card, Debit Card) and/or Escrow Bank Account (in case of payment received via Prepaid Payment Instrument i.e., Paytm Wallet) in the manner prescribed from time to time by the Reserve Bank of India ("RBI").
- 3.7. Remittance/Settlement of monies in respect of the Transactions to the Entity shall be done by One97 in the normal course of business in the manner more specifically provided in the respective Schedules attached hereto.
- 3.8. One97 will provide to the Entity the settlement information that will enable the Entity to reconcile (a) the amount due to the Entity in respect of the Transactions (b) amount of service charges (c) information of chargeback and any other amounts, charges, levies, costs, etc. due and recoverable from the Entity (d) any offsets and such other additional information required for the Entity to identify and reconcile the Transactions.
- 3.9. Entity hereby undertakes and acknowledges to preserve all relevant documents and records for a period of eight(8) years from the date of the Transaction.

#### 4. **CONSIDERATION:**

- 4.1. In consideration of the Paytm Services as described in Schedule A and B, Entity hereby authorizes One97 to collect the Transaction Amount which shall comprise of (a) the Convenience Fee and/or MDR (at the rates mentioned herein) from the Customers/Subscriber and the applicable service tax along with (b) the Customer Charge.
- 4.2. One97 shall retain the MDR/Convenience Fee so collected before passing on the credit of the Customer Charge to Entity (net of Convenience /MDR fee and all other amounts due and recoverable in the normal course of business from the Entity).
- 4.3. Entity agrees, acknowledges and understands that MDR shall be deducted by One97 from the Transaction Amount payable to the Entity in respect of each completed Transaction. One97 reserves the right to revise the MDR and/or Convenience Fees periodically, and One97 will intimate (either by email/ or in writing) to the Entity of any such change within reasonable time before making the said changes effective.
- 4.4. It is hereby agreed and acknowledged by the Parties that the Paytm Fees (MDR and / or Convenience Fees) charged by One97 shall not be refunded or repaid by One97 to the Entity or any other person irrespective of the Transaction Amount being rejected, chargeback, refunded or disputed.
- 4.5. One97 shall collect Paytm Fees i.e., MDR from the Transaction Amount and/or Convenience Fees from the Customers at the rates indicated in the Commercial Form. The said Paytm Fees set forth in the Schedules are based on the assumptions and agreed upon operating processes. If the Entity significantly alters its methods of

doing business/ line of business/ Entity website/ Mobile Application / Billing process under intimation to One97, One97 may revise the Paytm Fees as mutually agreed acceptable fee.

- 4.6. The MDR / Convenience Fee is exclusive of all applicable taxes, governmental charges, levies, duties etc. All payment to the Entity under this Agreement shall be subject to applicable withholding tax laws.
- 4.7. Entity shall bear and be responsible and liable for the payment of all relevant taxes duties, levies, cess, surcharge or any other charges in relation to the Service availed by its Customer under this Agreement.

## **5. DISCLOSURES REQUIRED TO AVAIL SERVICES OF ONE97 AND FACILITY PROVIDERS**

- 5.1. Entity shall disclose the exact business category/business sub -category/Entity's Website/Mobile Application/Billing System for which the Entity will be using the One97/Paytm Services in Business Information Section and shall only avail and use the said Services for the designated/specified business category/business sub -category/ Entity's Website/Mobile Application /Billing System only. In order to use the said One97 Services for any other purpose, Entity shall notify One97 in writing of such change and such change will be subject to prior approval by One97. Failure on the part of the Entity to comply with this will amount to material breach of this Agreement by the Entity.
- 5.2. Entity understands that in order to avail the One97 Services and Facility Provider Services, Entity shall provide with all such documents as may required by One97.

## **6. AUTHENTICATION AND AUTHORISATION OF TRANSACTION**

- 6.1. Facility Providers will authenticate, authorize, and process the payment instructions given by the Customers through Paytm Platform in respect of the Transactions upon fulfillment of valid criteria as set forth by the Issuing Banks and the Card Associations from time to time and accordingly transfer such approved Transaction Amount from the Customer Valid Payment Instrument to the Nodal Bank Account /Escrow Bank Account as may be applicable.
- 6.2. Entity understands that Facility Providers and/or Card Association may reject authorization of Transaction placed by the Customer for any reason including but not limited to risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of prohibited items, use of compromised Valid Cards, use of blacklisted/banned cards or in accordance with the RBI, Facility Providers and/or Card Association rules, guidelines, regulations, etc and any other laws, rules, regulations, guidelines in force in India, etc.
- 6.3. Entity acknowledges that as a risk management tool, One97 and/or the Facility Providers reserve the right to limit or restrict transaction size, amount and/or monthly volume at any time. For the purpose of clarity such limitations or restrictions may be imposed for the following reasons including but not limited to limits/restrictions on the number of purchases which may be charged on an individual Valid Card or Net Banking Facilities/account during any time period, rejection of payments from Customers with a prior history of questionable charges, unusual monetary value of Transaction, etc. Further, as a security measure, One97 may at its sole discretion block any card number, account numbers, group of cards or Transactions from any specific blocked or blacklisted customer cards, accounts, specific, group of IP addresses, devices, geographic locations and / or any such risk mitigation measures it wishes to undertake.

## **7. FRAUDULENT TRANSACTIONS**

- 7.1. If there are reasonable grounds to suspect that a Transaction conducted has been conducted in breach of this Agreement or as a fraudulent transaction, against the Participating Banks or any Customer, One97 shall be entitled to suspend / withhold the payments of such Transaction(s), pending enquiries by the Participating Bank and resolution of such issues. Provided further that:
  - (a) If settlement has already been made to the Entity for an fraudulent or disputed transaction, the resolution for the same shall be done in accordance with the applicable guidelines laid down by the Card Associations or Reserve Bank of India if any for resolution of such disputes;
  - (b) If the resolution of the fraudulent or disputed transaction, results in a Chargeback of such Transaction, the Transaction Amount shall be adjusted from the settlement amount due to and being remitted to the Entity, in the manner provided in this Agreement.
  - (c) If there are insufficient funds available for such recovery, One97 shall make a claim on the Entity for such Transaction Amount; which, the Entity on receipt of the claim from One97 undertakes to pay to One97 with two (2) days of the receipt of the claim from One97.
- 7.2. Notwithstanding anything contained herein, pending the resolution of the fraudulent/disputed transaction,

One97 shall be entitled to forthwith suspend/terminate the Services and/or this Agreement without any prior notification to the Entity.

## **8. DATA, SYSTEM SECURITY AND COMPLIANCES**

- 8.1. Neither Party shall, without the prior written consent of the other Party, disclose the Customer Billing Information or any information whatsoever that it gets access to under this Agreement relating to any Transactions, to any other person or otherwise use any information acquired by it other than for the purposes of this Agreement. Provided however that any information required to be disclosed by any order of a court or regulatory authority or any law enforcement agency or of competent jurisdiction may be disclosed to such court or regulatory authority to the extent specified in the order.
- 8.2. Both Parties shall ensure that there are proper encryption and security measures at their respective websites/mobile apps /billing systems to prevent any hacking into information pertaining to transactions contemplated under this Agreement. The Entity accepts all liabilities with respect to any compromise or unauthorized use or disclosure or access to said information.
- 8.3. In processing the transactions, One97 shall be entitled to rely upon all electronic communications, orders or messages sent to One97 and One97 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 Entity shall in no circumstance dispute such reliance by One97. Provided that if One97 were to employ any security measures, One97 shall not be bound by or obliged to act on any electronic communications, orders or messages received on-line from the Entity or the Customer which do not properly utilize One97's security measures as may be applicable from time to time.
- 8.4. In availing the bill/premium collection and the settlement service, the Parties declare, assure and undertake to abide by the relevant security standards/ regulations/ requirements/guidelines which would be applicable to the conduct of the transactions contemplated under this Agreement, including, without limitation (a) regulatory provisions as may be applicable from time to time, (b) security measures and resultant hardware/ software upgrade consequent upon upgrade of systems and procedures with a view to ensuring security of transactions and (c) maintenance, protection, confidentiality and such other requirements with respect to transaction as may be imposed by any regulatory or standards authority including pursuant to PCI-DSS, as applicable, and any modifications to or replacements of such programs that may occur from time to time.

## **9. CONFIDENTIALITY**

- 9.1. For the purpose of this Agreement, Confidential Information shall mean and include all tangible and intangible information obtained, developed or disclosed or accessed including all documents, data papers and statements and trade secret of either Party relating to its business practices and considered to be confidential and proprietary information ("Confidential Information"). The Party disclosing the information is referred to as "Disclosing Party" and the Party receiving the information is referred to as "Receiving Party".
- 9.2. The Confidential Information will be safeguarded and the Parties will take all the necessary action to protect it against misuse, and the same shall be disclosed on 'need to know' basis. In the event of a breach or threatened breach by either Party, the Parties agree that monetary damages may not be an adequate remedy, therefore, the other Party shall be entitled to injunctive relief as an equitable remedy to restrain the party committing the breach, from any such breach, threatened or actual.
- 9.3. The Receiving Party shall not be liable for disclosure of any Confidential Information if the same:
  - (i) Is in or enters the public domain without receiving Party's default;
  - (ii) Is known to the Receiving Party at the time of first receipt, or thereafter becomes known to the Receiving Party prior to such disclosure without similar restrictions from a source other than the Disclosing Party, as evidenced by written records.
  - (iii) Is disclosed to Statutory Auditors, Internal Auditors, Auditors of Holding Company in the course of audit or pursuant to any law or order of any court or regulatory authority having jurisdiction over the Receiving Party.
  - (iv) Is independently developed by the Receiving Party without reference to the confidential information received from the Disclosing Party as is evident from the records.
- 9.4. Notwithstanding anything contained in this Agreement this confidentiality obligations shall survive termination or expiration of this Agreement.
- 9.5. **DISCLOSURE OF CREDIT CARD INFORMATION** – Either Party may disclose the Sensitive Information, if it needs to be disclosed pursuant to any order/direction of a Court and/or regulatory authority of competent jurisdiction, to the extent specified in the order/direction of such Court and/or regulatory authority. Subject to this clause, the Entity, at all times, shall protect and keep confidential all information related to Credit

Card/Debit Card or Net Banking facilities of the Customers (“Sensitive Information”). Entity further agrees and undertakes to be fully responsible for the security of the data on Entity’s website, through Entity’s app or otherwise in Entity possession or that Entity is able to get access to under this Agreement. Entity agrees to comply with the all applicable laws and rules in connection with the Entity’s collection, security and dissemination of any personal, financial, Card or transaction information (defined as Payment Data) on the Entity’s Website or through Entity’s app. Entity shall be solely responsible for compliance with any laws, regulations or rules applicable to Entity’s business. Entity agrees and undertakes at all times to be compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS) as applicable and shall take necessary steps to implement the same. If One97 believes it is necessary based on Entity’s implementation and request it of Entity, Entity will promptly provide upon One97’s request the documentation evidencing Entity’s compliance with PCI-DSS and/or PA-DSS. Entity further undertakes to use only PCI compliant service providers in connection with the storage or transmission of the Payment Data viz., card holders account number, expiration date, CVV. Entity must not store Payment Data at any time and it is Entity’s responsibility to comply with these standards.

## **10. INTELLECTUAL PROPERTY AND TRADEMARKS**

- 10.1. Each Party shall own all intellectual property rights in respect of their respective web sites and other services, including any literature, manuals, reports, research papers, data, flow charts, drawings, designs, diagrams, tables, software, source code or object code or other information or materials in whatever form and on whatever media stored or held, acquired, created, developed, designed or otherwise prepared by the respective Party and any related patents, trademarks, logos and service marks, registered designs, utility models or applications for any of the foregoing. Design rights, copyrights and all or any similar or equivalent rights arising or subsisting in any country in the world shall be owned by such Party and all or any part thereof shall belong to such Party absolutely.
- 10.2. Except as expressly set out in this Agreement no assignment of or license under any Intellectual Property Right or Trade Mark or Service Mark, whether registered or not, owned or controlled by a Party is granted to the other by this Agreement.
- 10.3. No Party may, under any circumstances, seek to register any trademark, business name, business processes, inventions, company name, domain name using or incorporating the Intellectual Property of the other Party and each Party acknowledges that upon expiry or termination of this agreement, it shall have no right whatsoever in connection with the Intellectual Property of the other Party.
- 10.4. Entity may, at its sole discretion, market, promote, advertise, and inform the Customers and general public of the payment collection services provided herein. Any such activity shall prominently display a statement/logo/image provided by One97.
- 10.5. This Clause shall survive the termination or expiry of this Agreement.

## **11. REPRESENTATION AND WARRANTIES BY EITHER PARTY**

Either party hereby undertakes, affirms and agrees that:

- 11.1 It is in good standing and that it has full authority to enter into this Agreement and has obtained the necessary approvals under the applicable law, to perform its obligations hereunder according to the terms hereof.
- 11.2 It shall take adequate precautions not to breach the privacy of the Customers during the course of performance of its obligations herein.
- 11.3 This Agreement, entered into has been duly authorised by all necessary authorisation proceedings, has been duly and validly executed and delivered, and is a legal, valid, binding and enforceable obligation in accordance with the terms hereof; and that the executants of this Agreement are duly empowered and authorised to execute this Agreement and to perform all its obligations in accordance with the terms herein.
- 11.4 Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any central, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which either party is a party, or by which the either party or any of the property of the either party is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.
- 11.5 Either Party shall comply with all applicable laws including but not limited to Anti Bribery & Corruption

Laws and effectively implement all the provisions of Prevention of Money Laundering Act 2002, Reserve Bank of India ("RBI"), and all enactments or any other statutory, regulatory, legislative or governmental or any other similar authority.

- (i) Both Party shall at all times implement adequate procedures designed to prevent it or any associated Person from engaging in any activity which would constitute an offence under the Applicable Anti-Bribery Law.
  - (ii) Both Party represents that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person by or on behalf of Other Party or its Associated Persons.
  - (iii) Breach of any of the provisions in this clause or of any Applicable Anti-Bribery Law is a material breach of this Agreement for the purpose of Termination and, without prejudice to any other right, relief or remedy, entitles to terminate this Agreement immediately.
- 11.6 For the purpose of the foregoing provision, Applicable Anti-Bribery Law means any bribery, fraud, kickback, or other similar anti-corruption law or regulation.
- 11.7 For the purpose of the foregoing provision, Associated Person means in relation to any Entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that Entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors.
- 11.8 Entity hereby confirms and declares that it is not a Related Party under the meaning of The Companies Act, 2013 and any rules thereto and undertakes to disclose the same forthwith to One97 in the event if becomes a Related Party.

## **12. PROMOTION AND ADVERTISING**

- 12.1. Upon execution of this Agreement, the Parties hereto shall have the right solely or collectively to announce the arrangement as entered into between the Parties hereto. Both the Parties must approve communications related to all announcements in writing. Fees and charges must remain confidential and cannot be disclosed by either Party.
- 12.2. The Entity may at its sole discretion market, promote, advertise and inform the Customers and general public of the Payment services provided in accordance with this Agreement. However the Entity shall be solely responsible for the accuracy of all the information and/or validity of the prices and other charges and/or other information relating to such promotion.

## **13. TERM, TERMINATION AND EFFECTS OF TERMINATION**

- 13.1. This Agreement shall be in force from Effective Date and shall remain in force unless terminated by either Party in accordance with the provisions of this Agreement. Provided however the term of this Agreement shall not take effect till such time the documents, applications, details, information (Collectively referred to as "Documents") provided by the Entity to One97 are processed and approved by One97 and intimation to that effect has been provided to the Entity by One97 (either through Email or by any other electronic mode of communication) within fifteen (15) days of Entity submitting the said Documents either electronically or otherwise.
- 13.2. Either Party can terminate this Agreement for any reason whatsoever by providing an prior written notice of thirty (30) days in writing to the other party.
- 13.3. Notwithstanding anything contained in this Agreement, either Party may forthwith terminate this Agreement under any one or more of the following conditions:
- a. In the event of default of performance of any of the obligations by the Party under this Agreement or the services provided herein being in contravention of any regulatory requirements or law, as may be applicable from time to time, or industry practice, or under the circumstances which would amount to objectionable service;
  - b. If a petition for insolvency is filed against the other Party and such petition is not dismissed within ninety (90) days after filing and/or if the other Party makes an arrangement for the benefit of its creditors or, if the court receiver is appointed as receiver of all/any of properties of the other Party.
- 13.4. Notwithstanding anything contained herein if One97 has reasonable ground to believe that the Entity has breached terms of this Agreement including but not limited to selling any Prohibited Items as per Schedule C, or is in receipt of complaint that Entity is indulging in the unlawful, illegal, fraudulent, misleading, unfair practices, malpractices, One97 shall have right to suspend the services and/or terminate this Agreement forthwith without giving any prior written notice.
- 13.5. It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or

restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or non-compliance of the terms of this Agreement.

- 13.6. The termination of this Agreement shall not affect the rights or liabilities of either Party incurred prior to such termination. In addition, any act performed during the term of this Agreement which may result in a dispute post termination or any provision expressed to survive this Agreement or to be effective on termination or the obligations set out in this Clause shall remain in full force and effect notwithstanding termination. Subject to other Clauses of this Agreement, both Parties shall undertake to settle all outstanding charges within 30 (thirty) days of the termination taking effect.
- 13.7. Upon the termination or expiration of this Agreement for any reason whatsoever, the either party shall:
- (a) Immediately refrain from any action that would or may indicate any relationship between it and either party.
  - (b) Immediately cease to use in any manner whatsoever the trademarks ,name of either party and its corporate logo in any future correspondence/ communications.
  - (c) Forthwith hand over to either party the possession of all documents, material and any other property belonging to either party that may be in the possession of the either party or any of its employees, agents or individuals assigned to perform the services under this Agreement
- 13.7. The expiration or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable not withstanding such expiry or termination.

#### 14 **FORCE MAJEURE**

- 14.1 Notwithstanding anything contained in this Agreement, the Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) 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.
- 14.2 For the purposes of this Agreement, "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, Act 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.

#### 15. **NON EXCLUSIVE**

Nothing contained herein is intended nor shall be construed as creating any exclusive arrangement. The Parties shall not be restricted from acquiring similar, equal or like services from other entities or sources.

#### 16. **NO WARRANTY**

- 16.1. One97 will make all reasonable efforts to provide uninterrupted services subject to down time and regular maintainance. However notwithstanding anything in this Agreement One97, the Participating Banks and the Facility Providers disclaim all warranties, express or implied, written or oral, including but not limited to warranties of Merchantability and fitness for a particular purpose. Entity acknowledges that One97, the Facility Providers services may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro. One97 shall adopt such technical and non-technical security measures that it considers are appropriate to render the services under this Agreement, however One97 does not guarantee that such security measures cannot be subverted to gain unauthorized access. Entity also acknowledges that the services provided by the Participating Banks, Facility providers to One97 which is passed on to Entity under this agreement, can be in any event be brought to an abrupt end in any event whatsoever by any of the Participating Banks, Facility Providers for any reason whatsoever.
- 16.2. One97's sole obligation and Entity's sole and exclusive remedy in the event of interruption to the Services or loss of use and/or access to One97's Website, the Facility Providers facilities and Payment Mechanism and services, shall be to use all reasonable endeavors to restore the Services and/or access to the Payment Mechanism as soon as reasonably possible.
- 16.3. Without prejudice to any other provision of this Agreement, One97, the Facility Providers Participating Banksdo not warrant that: -

- (i) One97's Website and services, the Facility Providers facilities Payment Mechanism will be provided uninterrupted or free from errors or that any identified defect will be corrected; or
  - (ii) is free from any virus or other malicious, destructive or corrupting code, program or macro.
- 16.4. For the avoidance of doubt, in no event shall One97, the Facility Providers Participating Banks be liable to Entity or any other third party for any of the following:
- (i) amounts due from Customer in connection with any service obtained by the Customer at Entity's Site;
  - (ii) any applicable taxes and Government levies.

## **17. INDEMNITY**

- 17.1. Entity hereby undertakes and agrees to indemnify at all times and hold harmless One97, Facility Providers and Participating Banks from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs, awards, damages, losses and/or expenses however arising as a result of:
- (i) Any breach of any applicable law, rules and regulations
  - (ii) any breach or non-performance by the Entity of any of the provisions of this Agreement and/or any Schedules, breach of confidentiality, Intellectual property rights, inaccuracy of Customer Billing information, chargeback and refunds, any fines, penalties or interest imposed directly or indirectly on One97 on account of Entity under this Agreement and/or any Schedules;
  - (iii) any claim or proceeding brought by Entity's Vendors/Suppliers, the Customer or any other person against One97, in respect of any Products/Services offered by Entity; or
  - (iv) any act, neglect or default of Entity's agents, employees, licensees or customers; or
  - (v) any claim by any other party against One97, arising from sub-clauses above.
- 17.2. Entity shall also fully indemnify and hold harmless One97, the Facility Providers and the Participating Banks against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party that Entity's Services infringes any intellectual or industrial property rights of that third party.
- 17.3. In the event of One97, the Facility Providers and the Participating Banks being entitled to be indemnified pursuant to the provisions of this Agreement, One97 shall be entitled to accordingly and to such extent debit Entity's Account with One97.
- 17.4. The indemnities under this Article are in addition to and without prejudice to the indemnities given elsewhere in this Agreement and all the indemnities provided herein shall survive the termination of this Agreement.
- 17.5. It shall be the endeavour of One97/Facility Providers/Participating Banks to maintain its Services/software/platform provided to Entity on best effort basis and shall be available 24x7 without any delay or demur.

## **18. TRANSACTION LIMITS**

One97, reserves the right to impose limits on the number of purchases and/or the value of purchases which may be charged on an individual Payment Instrument during any time period, and reserves the right to refuse to make payments in respect of Orders exceeding such limit with due notice and information to Entity. One97, also reserves the right to refuse to make payments in respect of Orders from Customers with a prior history of non-payments, questionable charges and any litigation arisen from similar services provided by One97 to the Customers before and One97 shall notify the Entity accordingly.

## **19. PRICES**

Prices to be charged by Entity shall be inclusive of all taxes and delivery charges and shall be uniform to all Customers. In case of any difference in prices due to shipping or any other charges, the same shall be made explicit to the customer.

## **20. LIMITATION OF LIABILITY**

- 20.1. Except for any liability which cannot by law be excluded or limited, neither Party shall be liable for indirect, incidental, special, punitive or consequential damages, including without limitation, damages for loss of profits, business interruption, Interruption or stoppage to the Customer's access to and/or use of the One97's Website and services and the Payment and Delivery Mechanism, loss of goodwill or unauthorized access to information incurred by the other party arising out of, or relating to the use by the Entity of One97 Services and, whether framed as a breach of warranty, in tort, contract, or otherwise even if a Party has been advised of

the possibility of such damages.

- 20.2. Notwithstanding anything stated under this Agreement, the aggregate liability of One97 to the Entity from any cause whatsoever shall not in any event exceed the sum equivalent to the preceding one month's aggregate TDR margin/Convenience Fees earned by One97 under this Agreement, from the date of occurrence of such liability.
- 20.3. In no event shall One97 shall be liable to the Customers or any third party.

## **21. CUSTOMER SUPPORT**

Entity shall provide a commercially reasonable level of customer support to Customers. Such support shall include appropriate notice to Customers of (i) a means of contacting Entity in the event the purchaser has questions regarding the nature or quality of the goods or services that Entity offers for sale and (ii) procedures for resolving disputes. If One97 or any of the Facility Providers or any of the Participating Banks determines in good faith that Entity's failure to comply with this paragraph is causing an unacceptable burden on its customer support facilities, One97 may suspend or terminate this Agreement as per provisions provided in this agreement.

## **22. GENERAL PROVISIONS**

- 22.1. Entire Agreement - This Agreement constitutes the entire agreement between One97 and Entity pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Parties.
- 22.2. Relationship between Parties - The Parties to this Agreement are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.
- 22.3. Severability - In the event that any part of this Agreement shall be held by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect to the maximum extent possible.
- 22.4. Variations of Agreement - The parties to this agreement 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 other party upon notification by ordinary post / email / fax and if the other party is unwilling to accept such variation or amendment or introduction, it shall be notified in writing by Registered Post / email / fax within five days from the receipt of the notification by sending party.
- 22.5. Assignment - One97 shall always retain the right to assign the services provided by it under this agreement for such remaining period of the agreement, to any of its chosen subsidiaries, affiliates, associates and there would be no new agreement between the new acquirer and Entity for the services provided by One97 under this agreement. One97 shall however intimate the same to the Entity either through a notice on One97 Website, by email or send a written notice of the above to Entity. The Entity cannot assign this Agreement to any person (natural and non-natural) without the prior written consent of One97. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.
- 22.6. Waiver - All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorney's, fees, court costs and other collection expenses, in addition to any other relief it may receive. 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.
- 22.7. Survival Of Provisions - Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement especially payments and/or any revenue sharing between both parties shall make both parties liable and they will be bound accordingly.
- 22.8. Liability Upon Expiration - Neither Party shall be obligated to extend or renew this Agreement.
- 22.9. Jurisdiction - This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of India without regard to any principles of conflicts of laws thereof. Both the parties agree that competent of courts of New Delhi shall have the exclusive jurisdiction.
- 22.10. Dispute Resolution  
Each of the Parties agrees that:
  - a.) All differences, disputes, issues relating to interpretation of any clauses and claims whatsoever arising out of or in any manner related to any provision of this Agreement including any failure of the respective Boards of the Parties to reach an understanding under any provision of this Agreement shall be resolved by a Sole Arbitrator

appointed by One97. The Sole Arbitrator shall adopt all the procedures, rules and regulations mentioned in the Arbitration & Conciliation Act, 1996 and the accompanying rules.

- b.) The Parties further agree that the decision of the arbitrator shall be final and binding.
- c.) The arbitration proceedings shall be in English. The venue of the arbitration proceedings shall exclusively be at New Delhi.

22.11. Headings and Sub Headings - The headings and sub headings in this Agreement are for convenience only and do not affect the meaning of the relative section / clause.

22.12. Notices

- a.) Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand delivery, registered post acknowledgement due and any reputed courier to the abovementioned addresses of the Parties or to such other address as a Party notifies to other in writing, from time to time. Notice will be deemed given (i) In the case of hand delivery on delivery; (ii) In case of registered post acknowledgement due in 2 calendar days after posting; (iii) In case of Courier in 3 calendar days after posting. Provided that in case of the date of receipt not being a business day, notice shall be deemed to have been received by the receiving Party on the next business day.
- b.) 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.

22.13. e-Agreement: Entity hereby agrees and undertakes that Entity is legally entitled and eligible to enter into this e-Agreement and further agrees and undertakes to be bound by and abide by this Agreement and the person accepting this Agreement by and on behalf of the Entity is authorised representative of the Entity and is entitled and is legally authorised to bind the Entity on whose behalf this Agreement is being accepted. Notwithstanding anything contained herein and the execution of this Agreement, this Agreement shall come into effect upon the approval of the said Documents submitted/uploaded by the Entity at the time of making the application to One97, and One97 shall communicate its acceptance within fifteen (15) days of the submission of the said Documents. In the event there is no communication One97 in this regard the said application including without limitation this Agreement shall be deemed as void.

## **Schedule A – On Paytm properties (e.g. Paytm website, mobile app, etc.) (to be read with the Master Agreement)**

### **1. SERVICE DESCRIPTION**

- 1.1 One97 is an Intermediary and a payment aggregator, facilitator which facilitates the Entity to collect the Transaction Amount through Internet Payment Gateway in respect of the amount of the Bill to be collected from Customers/Subscriber through Paytm Platform.
- 1.2 One97 shall thus act as an intermediary and connect the Entity and the Customer through the Paytm Platform thereby enabling the Customer to make the Bill payment.
- 1.3 Entity shall be solely responsible to provide/renew/activate/subscribe the respective Services to the Customer in respect of which the payment of Transaction Amount has been made by the Customer through the Paytm Platform.
- 1.4 Each Party shall co-operate with the other Party and render assistance to the other Party in integration of API or such other information in such manner as may be mutually agreed to by the Parties with One97's Platform for the purpose of enabling One97 to collect the payment on behalf of the Entity from the Customer in terms of this Agreement.

### **2. RIGHTS AND OBLIGATIONS OF ENTITY**

- 2.1. Entity shall be solely responsible for the accuracy and validity of the Billing Information, Customer Charge and any other charges and/or other information relating to, Customers/Subscriber and Services availed by Customer .
- 2.2. Entity will ensure to obtain prior consent from the Customers to share information with respect to the Customers' Billing information /account with One97.
- 2.3. Entity shall integrate the Entity's System with the Paytm's Platform to process Transactions and shall provide One97 necessary integration assistance. In this connection Entity shall provide One97 access to the Customer Billing Information either through, (i) an API developed by the Entity and implemented by One97 with the Entity's assistance, or (ii) any other secure mode of transmitting the data contained in the Customer Billing Information ("Billing Data") at such time intervals as may be determined by the Entity.
- 2.4. Entity shall, from time to time, at the request of One97, also build additional functionalities or customize the tool upon such terms as may be agreed with One97
- 2.5. Entity shall furnish or cause to be furnished, in such format and at such intervals as may be mutually agreed between Parties, the Customer Billing Information to One97 in respect of the Customer.
- 2.6. Entity shall ensure that there are proper encryption and robust security measures to prevent any hacking into the information contained in the Customer Billing Information or Customer Data.
- 2.7. Entity agrees to immediately notify One97 of any unauthorized use or incorrect information on the Customer Billing Information or any other breach of security. One97 and Facility Providers cannot and will not be liable for any loss, damage or other liability arising from the Entity's failure to comply with this Clause or from any unauthorized access to or use of the Customer Billing Information.
- 2.8. Entity shall give necessary instructions to One97 to collect such data from its Customers so as to send technically valid Transaction requests to the Entity.
- 2.9. Entity shall take reasonable measures to avoid any breakdown/interruption or any technical flaw resulting in any delay in providing or suspension of One97's access to the Entity System.
- 2.10. Entity hereby confirms that One97 shall not be responsible for any customer complaints regarding inaccuracy or deficiency in service or incorrect/expired/disputed and the Entity shall be solely responsible and shall take such measures as may be required to resolve the same at its sole cost and expenses.
- 2.11. Entity shall accept the Transactional Acknowledgement Receipt, issued or caused to be issued by One97 Platform to a Customer with respect to the amount of the Transaction collected on behalf of the Entity as a valid proof of Payment and Entity shall be solely under obligation to provide/renew/activate/subscribe the respective Services to the Customer in respect of which the payment of Transaction Amount has been made by the Customer through the Paytm Platform. In this connection if any code/service request no. etc. that needs to be provided to the Customer with the Transaction Acknowledgement Receipt, the said code/service request no. shall be the sole responsibility of the Entity which shall be furnished to One97 by the Entity through API or in such other manner as may be mutually agreed to by the Parties and One97 shall provide the same to the Customer on as is basis and in good faith. Any customer complaints/queries with respect to such code/service request no shall be resolved directly by the Entity.
- 2.12. Entity understands and acknowledges that the date on which the Customer makes a payment of Customer Charge/Transaction Amount through One97/Paytm Platform shall be considered as the date of payment by the Customer and Entity shall not penalize the Customer for delay in payment. For avoidance of doubt, in the event that the payment due date for a Customer is 25<sup>th</sup> September and the Customer makes a successful Transaction for payment of Transaction Amount through the Paytm platform on 25<sup>th</sup> September, Entity shall not penalize the

- Customer for delay in payment.
- 2.13. **Customer Support Entity Services:** To provide a second-level Query Resolution Support Entity Services to the One97 and co-operate with and assist the One97 in connection with any inquiries for any Payment request) that are received regarding the validity or correctness of the data included in the Payment Information in respect of such customers; notwithstanding anything provided herein or elsewhere in this Agreement, Entity shall be responsible for resolving any Customer/Subscriber queries/disputes relating to the amounts payment request to them for any queries relating to execution of standing instructions issued by them to the One97.
  - 2.14. Notwithstanding anything to the contrary contained anywhere in this Agreement, Entity agrees and acknowledges that One 97 shall not be responsible for any delayed payments of the Customer
  - 2.15. Any deviation in Settlement Amount shall be raised within a period of Five (5) days from the Settlement of amount.

### **3. RIGHTS AND OBLIGATIONS OF ONE97:**

- 3.1 One97 shall coordinate with Entity to perform the necessary integration at the backend to enable the service.
- 3.2 Provide timely access to the requisite background information relating to the data interchange processes, procedures, system requirements etc, with respect to the Payment Service, that are critical to the fulfillment of obligations by Entity.
- 3.3 One97 shall offer to the Entity Services envisaged in this Agreement, to the Customer of Entity;
- 3.4 One97 will enable the Customers to obtain the necessary consent and authentications from Facility Providers while collecting the payments from the Customers on behalf of the Entity in terms of this Agreement;
- 3.5 One97 shall ensure that the Customer Charge so collected by it are remitted to Entity within T+ 2 working days of such collection from Paytm Platform. where T refers to date when One97 receives transaction amount from the bank. One97 has no obligation to pay to Entity before money has been received by One97.
- 3.6 All the payments would be done on working day only. In case of national and bank holidays Payments shall be made on next working day.
- 3.7 One97 would collect the entire Transaction Amount in its specified account, The money collected by debiting the customers Bank account / Credit Card / Debit Card shall be deposited in One97's Nodal Bank Account and/or money collected by debiting customers Semi Closed wallet shall remain deposited in One97's Escrow Bank Account. The payment shall be released to the entity of the amount so collected i.e. from the said bank accounts as the case may be within Two working days from the date when One97 receives transaction amount from the bank as per the RBI guidelines for online payments /Prepaid Payment Instruments after deduction of Convenience Fees/MDR/TDR and all other amounts due by the Entity to One97 from each payment received from the Customer. One97 will raise invoice for its service charges i.e., MDR/TDR (already received as above) on a monthly basis giving details of total amount collected on behalf of the Entity within 15 days of the previous month.
- 3.8 The One97 shall inform Customer about the Payment/Collection Service, in order to enable customers to use the facility. Further One97 shall communicate to the Customer/Subscriber the relevant terms and conditions of a Payment/Collection service.
- 3.9 One97 shall attempt to provide a secure network that will facilitate the Customer/ Subscribers to conduct their transaction at the designated One97 Platform. The One97 shall record the Customer/Subscriber Transaction by capturing all the required details as agreed
- 3.10 **Transaction Acknowledgement Receipt.** Where a transaction has been successfully completed on the One97 platform, One97 shall provide the Customer with a Transaction Acknowledgement Receipt acknowledging the receipt of the payment made by the Subscriber.
- 3.11 **Payment Information:** To provide to Entity, daily, the Payment Information in respect of the Customer/Subscriber(s), in the manner and format as mutually agreed upon and according to the frequency agreed to between One97 and Entity; where One97's system is integrated onto Entity bill payment application tool in a manner that Customer/Subscriber transaction information is recorded on such platform in real-time, then the information recorded on such Entity platform would form the basis of the information interchange and settlement.
- 3.12 **Remittances:** To promptly remit the net Amounts (after deduction of convenience fee) collected on T+2 as per the process agreed with Entity from time to time. The remittances shall be
  - a) done on working day only, ,
  - b) made in Indian Rupee (INR) and shall be equivalent to the INR aggregate of the total Payment Amounts of the transactions;
  - c) as per the process which is in accordance with the applicable RBI guidelines, if any, issued by the RBI from time to time.

- 3.13 **Chargeback:** Both parties agree that payments made in respect of any order which Entity's customer or anyone else disputes as a transaction not done by payer or delivery of services not received by entity or the allegation that Transaction has been done by unknown persons which is disputed by Customer or payer or a charge/debit arising out of any alleged hacking, phishing, breach of security/ encryption of the end user's Login/Password or debit card number or PIN has arisen and a request for Chargeback/refund has been made by the Customer of entity or payer then it is agreed by both the Parties herein that
- 3.14 Entity shall provide proof of delivery of service to the customer within 4 days from the date of intimation of chargeback by One97. Entity shall make adjustment to the Customer bill if not resolved and shall refund amount to One97. One97 shall refund such amount to the Customer/ payer or anyone disputing the Transaction.
- 3.15 **Customer Care:** To provide appropriate customer care procedures for resolving any Customer query in respect of the bills / information / data presented to them and for providing information relating to use Entity Services.
- 3.16 **Error Resolution:** To co-operate with Entity to facilitate any error resolution in a commercially reasonable timeframe.
- 3.17 **Regulatory Aspects:** Subject to the other conditions stated in this agreement, in the event of any query or clarification sought by RBI and/or any other regulatory or law enforcement agency, in respect of any Transaction, One97 shall promptly provide the relevant details, including but not limited to account and payment transaction details, as may be required by RBI or any other regulatory and law enforcement agency..

## **Schedule B**

### **PG Aggregation Services to be read with the Master Agreement**

#### **1. SCOPE**

- 1.1. One97 has signed up agreements with various banks/ financial institutions i.e., Participating Banks and is in the process of signing up agreements with more banks and companies offering Online Payment Gateway facilities, Participating Bank services and Net banking Services as well as third party service providers i.e., Facility Providers and have arrangement with all of them for accepting instructions from the Customers of the Entity through the internet/mobile channels in respect of payments to be made by the Customers to the Entity for purchase of Goods and/or Services and accordingly transfer funds from the Customer's Bank Account to the One97's Nodal Bank Account.
- 1.2. The Participating Banks and Facility Providers offer various facilities to One97 through the internet, which facilities and services includes Net Banking Facilities, Internet Payment Gateway Facilities, Internet based electronic commerce and providing authorization (from third party clearing house networks) and Settlement Facilities in respect of payment instructions initiated by the Entity's Customers on the Entity's Site. These facilities will be hereinafter referred to as the "Net Banking Facilities".
- 1.3. One97, through its Paytm Platform, will enable the Entity to link up with various payment gateways and Participating Banks so as to enable the Entity's Customers to pay for the Transaction Amount through the Entity's Site
- 1.4. One97 shall provide services to Entity only to the extent of intermediary, facilitator, enabler of payment platform service. At no point of time, ownership of the Goods / Services sold by Entity through the Entity WebSite/Mobile Application/Billing Systems shall be transferred to One97.
- 1.5. Entity understands that in order to avail the Paytm Platform Services and Participating Banks Services, the Entity must be approved by and registered with One97, the Participating Bank and Nodal Bank. Any undertaking with respect to the Paytm Platform Services under this Agreement shall be subject to One97's, the Participating Bank's and Nodal Bank's approval and completion of the registration process. The Entity shall provide One97 with all such documents as required by One97 to register the Entity with One97, the Participating Bank and Nodal Bank. The Entity further understands and acknowledges that One97, the Participating Bank and Nodal Bank have the right to withdraw their approval/consent at any time prior to or after commencement of the Paytm Platform Services.
- 1.6. Entity hereby directs and authorizes One97 to receive, hold, disburse and settle the Customer Charge / Settlement Amount in accordance with and subject to the provisions of this Agreement.
- 1.7. Both Parties shall work together to link the Paytm Platform with the Entity's WebSite/Mobile Application/Billing System/software, for the purpose of connecting the Entity's WebSite/Mobile Application/Billing System with the Internet Payment Gateway. The Entity agrees to be responsible at its own costs and for providing and maintaining all necessary equipment, software and facilities at its end so as to connect the Entity WebSite/Mobile Application/Billing System/software to the Paytm Platform. Each Party shall cooperate with the other Party and render assistance to it for connecting the respective WebSite/Mobile Application/Billing Systems of the Parties.
- 1.8. For security during transmission of data in the course of providing services to the Customers, both Parties shall mutually work upon developing and implementing various mechanisms.
- 1.9. The Entity shall take all such precautions and measures as may be directed by One97 to ensure that there is no breach of security and the integrity of the link between the Entity WebSite/Mobile Application/Billing System and the Internet Payment Gateway ("Link"). The Entity shall ensure that all Customers upon accessing the Link are properly directed to the Internet Payment Gateway. The Entity shall ensure that there are proper encryption and robust security measures to prevent any hacking into the information of the Customers and other data. In addition to the above, the Entity shall also comply with security practices and procedures as prescribed in the Information Technology Act, 2000 and the rules made thereunder and/or the RBI rules and Regulations. Any loss incurred to the Entity, One97 or the Participating Banks as a result of the Link being breached due to improper security on the part of the Entity, its employees, contractors, agents, etc and/or on the Entity Site, shall be borne solely by the Entity and the Entity agrees to indemnify, defend and hold harmless One97 and the Participating Banks from any claims, actions, damages or losses arising out or in relation thereto.
- 1.10. The Entity shall permit the Customer to obtain Authentication (wherever applicable) and Authorization of payment through One97. The Entity shall give each Customer Order, a specific Customer Order number and shall request for Authorization of charge for the amount due under the relevant Customer Order number.

## 2. Covenants of the Entity

The Entity hereby declares, assures, undertakes and covenants as under:

- 2.1. The Entity warrants that it has the full right and/or authority to offer the Products/Services marketed on its WebSite/Mobile Application/Billing System for sale.
- 2.2. The Entity shall, thereafter, fulfill its obligations in respect of the Customer Order in accordance with the terms and conditions agreed to by and between the Customer and the Entity. One97, Participating Banks, Facility Providers shall not be a party to such contract and the fulfillment of the Customer Order shall solely and exclusively be the obligation of the Entity. Any and all disputes regarding quality, Merchantability, non-delivery and delay in delivery of the Products/Services or in the amount of billing or otherwise will be dealt with by and between the Entity and the Customer directly and One97, Participating Banks, Facility Providers shall not be a party to such disputes.
- 2.3. The Entity assures the due performance of all Customer Orders for which the payment has been transferred through the Payment Gateway.
- 2.4. The Entity shall prior to accepting any instructions from the Customer at the Entity Website/Mobile Application/Billing System ensure that the Customers are duly registered with the Entity and appropriate agreements, if any required, have been executed with the Customer in accordance with the requirements of applicable law and regulations and/or the Customers accepts all the Entity Terms and Conditions. One97 reserves the right to inspect the Entity Terms and Conditions at any times. The Entity agrees to put up such notices, disclaimers or warranties as may be required by One97/Participating Banks/ Facility Providers/Card Associations and the Entity shall comply with such request forthwith.
- 2.5. The Entity shall carry out all verifications for the Customer as may be required on an independent basis.
- 2.6. Entity shall be solely responsible for the accuracy of all the information, content, validity of the charges/prices, and/or other information relating to the Customer Order and fulfillment thereof which are offered through the Entity's Website/Mobile Application/Billing System.
- 2.7. In the event that the Entity provides EMI options to the Customers, the Entity shall endeavour to deliver the Product or render the Services after the approval of the EMI option from the Issuing Institution providing the EMI option through One97. One97 shall not be liable to the Entity or the Customer for any dispute arising with respect to rejection of EMI option to a Customer after a Transaction has been confirmed, irrespective of the Settlement Amount being in the Nodal Bank or already transferred to the Entity's Bank Account. The Customer shall raise such dispute directly with the Issuing Institution.
- 2.8. The Entity hereby agrees that it shall bear and be responsible for the payment of all relevant taxes, surcharge, levies etc. in relation to the Customer Charge and TDR provided under this Agreement.
- 2.9. The Entity shall ensure that the best service standards in the industry are adopted and shall ensure delivery of all Products purchased /availed by Customers in accordance with the highest standards. The Entity assures and guarantees not to conduct any business or offer 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. The Entity assures and guarantees to not to offer any products or services that are illegal, offensive or prohibited as per the list provided in Schedule C. The Entity agrees, understands and acknowledges that One97 reserves the right to suspend the Settlement Amount and/or Paytm Platform Services until such time Entity does not discontinue selling such illegal/banned items. In addition One97 reserves the right to terminate this Agreement without further notice in case of breach of this sub-clause.
- 2.10. Without prejudice to the generality of the aforesaid, the Entity shall ensure that its Site has an appropriate privacy statement related to its business, which statement clearly provides that the Entity shall ensure that the privacy of the Customer is protected and no information given by the Customer shall be utilized in any manner whatsoever which could directly or indirectly result in any harm to the Customer or which would constitute a breach of privacy.
- 2.11. In the event of any dispute between the Entity and the Customer whether in relation to any deficient, improper or incomplete fulfillment of the Customer Order/Service provided by the Entity or otherwise, One97, Acquiring Bank, Facility Providers shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes. The Entity shall take all necessary steps and/or precautions to ensure that the fulfillment of the Customer Order/Services offered by it on the Entity Website /Mobile Application/Billing Systems or otherwise are not mistaken or misrepresented as being associated with, being offered by the One97, Acquiring Bank, Facility Providers.
- 2.12. The Entity shall take all precautions as may be feasible or as may be directed by the One97/Participating Banks/ Facility Providers to ensure that there is no breach of security and that the integrity of the Link between the Entity Website One97/Paytm Platform and the Internet Payment Gateway is maintained at all times during the term of this Agreement. 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 Clause, the loss shall be to the account of the Entity and

the Entity shall indemnify and keep indemnified One97 from any loss as may be caused in this regard.

- 2.13. The Entity shall (whether on-line or otherwise) (a) Not describe itself as agent or representative of the One97/Participating Banks/ Facility Providers or Card Associations; (b) Not make any representations to Customer or any third party or to give any warranties which may require the Participating Banks or Card Associations to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customer or any third party and (c) Comply and update itself with the guidelines, regulations, procedures and amendments issued by any government, quasi government, statutory authority, Card Associations or any other institution regulating card business which may have an effect on this Agreement or any Card transactions
  - 2.14. The Entity shall not use Services and facilities in any manner or in furtherance of any activity, which constitutes a violation of any law or regulation or which may cause the Participating Banks, Card Associations or One97 to be subject to investigation, prosecution or legal action. The Entity shall use the information regarding a Customer conveyed to the Entity by the One97/Participating Banks/ Facility Providers 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 Entity has an independent source of such information or obtains the express consent of such Customer.
  - 2.15. In relation to the Internet payment gateway services, One97 shall be entitled to prohibit the display of any material/content on the Entity Website if the act or manner of such display is contrary to any applicable law, regulation, government policy, order or guideline or which is mis-representative of the services of the One97/Participating Bank/Facility Providers/Card Associations, in the sole and exclusive opinion of One97. One97/Participating Bank/Facility Providers/Card Associations shall be entitled to require the Entity to add to the Entity Website/Mobile Application/Billing Systems such disclaimers, warranties and indemnities as may be required from time to time, in respect of the Services. In this regard, the Entity shall render the necessary modifications at the Entity Website/Mobile Application/Billing Systems, so requested within seven days of such request being intimated to it.
  - 2.16. Entity agrees to take on the risk associated with the transaction with respect to any losses incurred due to Customer repudiation, revocation etc. In the event of any Customer complaining of any deficiency in Service, Entity shall take such measures as may be required to rectify the same.
  - 2.17. The Entity shall endeavour to provide the Customer with a facility on the Entity WebSite/ Mobile Application/Billing Systems, to enable the Customer to query the status of Customer Orders placed. The Entity shall provide the Customer with an e-mail service / help-line phone numbers for interacting with the Entity for any questions, requests, cancellations, etc. In no event shall the Entity respond to a Customer query later than 72 hours after its receipt.
  - 2.18. If One97 requires the Proof of Fulfillment for any purpose whatsoever, the Entity shall forward the physical and/or electronic Proof of Fulfillment as required, in such manner as may have been previously agreed, within 4 days from the receipt of communication from One97 about the same or such shorter period as intimated by One97. The Entity warrants that any proof / intimation of dispatch or such Proof of Fulfillment provided will be authentic, whether electronic or otherwise. Provided that, if One97 so requires, the physical proof of dispatch or the Proof of Fulfillment of the Product shall be made available in original in to One97.
  - 2.19. In the event of One97 finding that there is any breach in this regard, One97 shall assess the effect of such breach. If, in the opinion of One97, One97 is unable to continue with the relationship under this Agreement, One97 may, forthwith, terminate this Agreement. In the event of such a breach in the view of One97 being rectifiable, One97 may require the Entity to change the content of its Website and the Entity shall accordingly modify the content thereof within such period as One97 may stipulate.
  - 2.20. Entity shall duly intimate One97 of its change of ownership or legal status or its cessation of business or change in the Principal place of business.
  - 2.21. Entity will at all times, display the logo and other such trademarks of One97 that may be mutually agreed on their website, to indicate the availability of One97's service to their Customers.
  - 2.22. Furnish One97/Bank forthwith upon request from time to time, the original copy/copies of proof of transactions, invoices or other records of Entity's pertaining to any order placed by the Customers on the Site/mobile banking application. Entity shall retain all such records for a period of 8 years from the relevant date of the order placed on the Site/mobile banking application. One97 and/or Bank and/or the Reserve Bank of India shall be entitled to inspect the records and other data including those relating to the orders placed on the Site/mobile banking application at any time with Entity's whatsoever and with prior written notice of atleast 3 days. This clause shall survive termination of this Agreement
3. **Remittances:**
- 3.1. One97 shall be entitled and the Entity hereby authorizes One97 to deduct One97 Service Charges and all other amounts due by the Entity to One97 from each payment received from the Customer before passing on the credit (net of One97 Service Charges and all other amounts due) to the Entity.

- 3.2. Entity hereby authorises One97 to collect the entire transaction money on behalf of Entity in its specified account. The money so collected by debiting the customers Bank account / Credit Card / Debit Card shall be deposited in One97's Nodal Bank Account and the transaction money collected on behalf of Entity shall be paid out to the Entity from the said bank account in T+2 working days (where "T" represents the Date when One97 receives transaction amount from the bank) as per the RBI guidelines for online payments, after deducting One97 Service Charges as detailed in **this Schedule** and all other amounts due by the Entity to One97 from each payment received from the Customer. One97 will raise invoice for its Service Charges on a monthly basis giving details of sales made by the Entity within 7 days of the previous month. .
- 3.3. The money so collected by debiting customers Semi Closed i.e., Paytm Wallet shall remain in One97's Escrow Bank Account In case of receipt of confirmation of delivery of the products as per the specifications mentioned in the Order by the Buyer, the payments will be released from the Escrow Bank Account to the bank account specified by the Entity within T+1 working days (where "T" represents the Transaction Date) as per the RBI guidelines
- 3.4. If the default or omission of the Entity results in One97's inability to debit the One97 Charges and other dues, an intimation / notice would be sent to the Entity and One97 shall be entitled, without prejudice to any other right or remedy it may have, to charge the Entity late payment interest at the rate of 2.5% per month or at the maximum rate permitted by law if lower, on all late payments from the date of the purchase in question until the actual date of payment.

#### 4. CHARGEBACK

- 4.1. The Entity agrees that payment made in respect of any Order, which proves to be uncollectible from the Customer and/or in respect of which the Issuing Bank raises a claim on One97 or the Facility Providers or the Participating Banks, shall be the financial responsibility of the Entity and it shall be payable entirely by the Entity to One97, Facility Providers or Participating Banks, as the case may be. The Entity agrees to the non - payment of such Order or the charging back of such uncollectible charge as the case may be without any demur or protest, dispute or delay by One97.
- 4.2. Without prejudice to the aforesaid provisions, the following payments shall be deemed to be uncollectible:
  - a.) Any payments involving the alleged forgery of the Customer's 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, One97, the Facility Providers and the Participating Banks 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.) Any payment, which the Customer refuses to honour or demands a refund of because the Product/services purchased from the Entity was not as they were promised or were defective, deficient, incomplete and/or unsatisfactory for any reason whatsoever.
  - c.) Any charge/debit, which is a suspect charge.
  - d.) Any charge/debit made on a card other than a Valid Card.
  - e.) Any charge/debit for merchandise or services in an amount in excess of the Price.
  - f.) Any charge/debit for undelivered merchandise or services.
  - g.) Any charge / debit arising out of any alleged hacking, breach of security or encryption (if any) that may be utilised by One97, the facility providers and the Participating Banks from time to time.
- 4.3. The Entity hereby authorises One97 to appropriate the Entity's current balance amounts with One97 to the extent of the aforesaid uncollectible amounts and any other moneys due to One97 by the Entity in terms of this Agreement in respect of a Customer Charge without any demur, protest, dispute or delay. If there is insufficient funds available therein; the Entity shall on receipt of the e-mail from One97 and/ or claim from One97 undertakes forthwith without any demur, protest, dispute or delay, to pay to One97, the amount of the dispute / refund to the extent to which such funds proves inadequate. Without prejudice to any other of One97's rights and remedies, in the event that the Entity does not make any payment to One97 by its due date or on demand as required under this Agreement, One97 shall be entitled to charge daily interest on such overdue amount from the due date of demand (as the case may be) until the date of payment in full, at the rate of 2.5% per month.
- 4.4. One97 shall intimate the Entity about any chargeback immediately upon receiving the intimation from the Bank/concerned authorities. It is agreed by the Entity that the supporting documents in respect of a customer chargeback including but not limited to proof of delivery of goods/services will be provided by the Entity to One97 within 4 days of intimation of such chargeback received from One97 or within the time line as provided by the bank/concerned authorities whichever is earlier. In case of non submission of the above said supporting

documents within the timelines prescribes as above, the amount in respect of such charge back shall be debited from the account of the Entity by One97 and no claim of Entity shall be entertained in this respect. In case required the Entity shall share this information directly with the bank.

- 4.5. Entity agrees that if his chargeback's in any month crosses 0.3% of total transaction value of that month then:
- (a) Entity will submit Bank Guarantee equivalent to 4 times of the highest monthly transaction value processed till date.
  - (b) One97 will retain an amount equal to the value of charge backs intimated by bank from the amount payable to the Entity, this amount will be released either in case chargeback is settled in favour of the Entity or on expiry of 6 months from the date of chargeback as the case may be ; and
  - (c) In case the total transaction value in a month exceeds the Bank Guarantee value, we will retain such % of the transaction value above Bank Guarantee value which is based on average % age of chargeback's till date, this amount will be released on expiry of 6 months.
- 4.6. In the event of termination of the Agreement, taking into consideration the track record in terms of incidences of Chargeback during the tenure of the Agreement and/or the circumstances of termination of the Agreement:
- 4.6.1. Both Parties shall mutually agree upon the amount that One97 shall be entitled to withhold from out of the settlement amounts payable to the Entity in terms of this Agreement to facilitate the settlement and resolution of any Chargeback related issues arising out of any Transactions done under this Agreement.
  - 4.6.2. These amounts shall be withheld for such period as may be then prevailing in respect of the time-period allowed to Customers for initiating a Chargeback under the Card Association guidelines or the Reserve Bank of India for resolution of such disputes.

### Schedule C (Prohibited Items)

- (i) Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services;
- (ii) Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne;
- (iii) Body parts which includes organs or other body parts;
- (iv) Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (Spam);
- (v) Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
- (vi) Child pornography which includes pornographic materials involving minors;
- (vii) Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection;
- (viii) Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials;
- (ix) Copyrighted software, which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;
- (x) 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;
- (xi) Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
- (xii) Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
- (xiii) Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction;
- (xiv) Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content;
- (xv) Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles;
- (xvi) Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
- (xvii) Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts;
- (xviii) Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes;
- (xix) 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;
- (xx) Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals;
- (xx) 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;
- (xxi) Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances;
- (xxii) 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;
- (xxiii) Securities, which includes stocks, bonds, or related financial products;
- (xxiv) Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products;
- (xxv) Traffic devices, which includes radar detectors/hammers, license plate covers, traffic signal changers, and related products;
- (xxvi) Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
- (xxvii) Wholesale currency, which includes discounted currencies or currency, exchanges;
- (xxviii) Live animals;
- (xxix) Multi Level marketing collection fees;
- (xxx) Matrix sites or sites using a matrix scheme approach;
- (xxxi) Work-at-home information;
- (xxxii) Drop-shipped merchandise;
- (xxxiii) Collecting and effecting / remitting payments directly /indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals
- (xxxiv) Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the all laws of India

The Parties hereto have hereunto agreed on the e-Agreement.

**Commercials for the services specified in Schedule B - PG Aggregation Services to be read with the Master Agreement**

Entity shall pay to One97, the fees as detailed below:

<b>Particulars</b>	
Setup Fee	NA
Annual Maintenance Charges (Rs.)	NA
Commission for Debit Card Entity Discount Rate (MDR)-	1.99%
Commission for Net Banking Entity Discount Rate (MDR) %	1.99%
Commission for Credit Card Entity Discount Rate (MDR) - %	1.99%
Commission for Paytm Wallet Entity Discount Rate (MDR) - %	1.99%
Commission for AMEX Entity Discount Rate (MDR) - %	2.99%
Fraud liability of Entity	100%
Chargeback liability of Entity	100%

These Service charges are exclusive of all applicable taxes, governmental charges, levies, duties etc. required to be paid over and above.