

MERCHANT AGREEMENT

This MERCHANT AGREEMENT (the "**Agreement**") is made and entered into on this____ day of _____, 20__ (the "**Effective Date**")

By and Between

Aurionpro Payment Solutions Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at **Plot No. R-203, Unit No. 601, Sigma IT Park, R-204, TTC Industrial Area, Estate, Rabale, Navi Mumbai, Maharashtra 400701** (hereinafter referred to as "**Aurionpro Payments**", which term or expression shall, unless it be repugnant to the context and meaning thereof, include its successors and permitted assigns) of the ONE PART;

And

_____, a company incorporated under the provisions of the Companies Act, _____ / a partnership firm registered under the provisions of the Indian Partnership Act / a proprietorship firm / An Individual having its principal place of business at _____ (hereinafter referred to as the "**Merchant**" or which term or expression shall, unless it be repugnant to the context and meaning thereof, include (i) in the case of the merchant being a sole proprietary concern/ individual- the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor: (ii) in the case of the medium enterprise (ME), being a partnership firm- the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in the case of the merchant being a company-its successors and permitted assigns) of the OTHER PART.

'**Aurionpro Payments**' and the '**Merchant**' shall hereinafter jointly be referred to as the "**Parties**" and individually as a "**Party**".

RECITALS

1. Aurionpro Payments is engaged in the Payment Aggregation Service by providing a single payment solution to businesses/organizations selling goods and services over the internet and facilitates them in accepting online payments initiated by their Customers on their website or mobile application directed to Aurionpro Payments' Platform using credit/debit cards, net banking, Unified Payment Interface (UPI), Wallets and various other acceptable Payments Instruments (hereinafter referred to as "**Aurionpro Payments' Services**").

2. In order to successfully facilitate Aurionpro Payments' Services, various banks and financial institutions, (hereinafter referred to collectively as '**Acquiring Banks**') offers various facilities to Aurionpro Payments through the internet, which facilities and services includes but not limited to route internet-based Valid Card transactions, Net Banking facilities, UPI, Wallets facilities, providing authentication and authorization (from Card Associations or other third-party clearing houses networks) and settlement facilities in respect of payment instructions initiated by the Merchant's

customers on the Merchant's websites and mobile application. These facilities will be hereinafter referred to as the "**Banking Facilities**" and/or "**Acquiring Bank's services**";

3. Aurionpro Payments has also established a web-site with the domain name www.auropay.net ("**the Site**") to enable its Merchant to integrate with Aurionpro Payments' Platform and Acquiring Banks so as to enable the Merchant's Customers to place Orders for purchase and pay for the Products through the Internet;

4. The Merchant undertakes the business of _____ and is desirous to obtain Aurionpro Payments' Services (as defined above) by utilising the payment gateway facilities of Aurionpro Payments;

5. Aurionpro Payments has agreed to provide the said Services and the Merchant has agreed to obtain the same on the terms and conditions herein under stated in this Agreement.

NOW IN LIGHT OF THE AFOREMENTIONED RECITALS WHICH SHALL FORM AN INTEGRAL PART OF THE AGREEMENT, AND FOR VALUABLE CONSIDERATION SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

DEFINITIONS & INTERPRETATIONS:

- (i) "**Affiliates**" means any business entity, including any corporation, limited liability company, limited liability partnership, joint venture, sole proprietorship or other organization that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party, including its parents and subsidiaries.
- (ii) "**Agreement**" means this Agreement, Schedules, Annexures and all related amendments as may be agreed and executed between the Parties hereto from time to time.
- (iii) "**Acquiring Banks**" means a bank or financial institution that accepts, processes and assumes financial responsibility for card transaction payments on behalf of the Merchant.
- (iv) "**API (Application Programming Interface)**" shall mean a set of routines, protocols and tools developed by Aurionpro Payments to provide the Services to the Merchant via a secure internet connection between the Merchant's system and the Aurionpro Payments' system.
- (v) "**Applicable Law**" includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority having jurisdiction over the matter or a Party in question and any modifications or re-enactments thereof, from time to time.
- (vi) "**Authorization**" refers to the process by which the Issuer confirms the sufficiency of balance or limit in respect of a Payment Instrument and pursuant to such confirmation approves the payment of the Transaction Amount.
- (vii) "**Authentication**" shall mean the process by which Merchant identification is authenticated in the Processing Mechanism.
- (viii) "**Aurionpro Payments' Platform**" shall mean a technology platform that connects Acquiring Banks, Merchant and Issuer Banks and facilitates initiation and completion of the Services rendered by Aurionpro Payments.

(ix) **“Business Day”** shall mean any day on which the Acquiring Banks are open for business in India, other than a Saturday or Sunday and any days declared by Aurionpro Payments and/or Acquiring Banks as a Holiday.

1. **“Customer”** shall mean any person who is availing Products of the Merchant using Aurionpro Payments’ Services to make the payment/remittance.

(x) **“Cardholder”** shall mean the person (i) in whose name the Approved Card has been issued or (ii) who purports to be the person in whose name the Approved Card was issued or who purports to be an authorized user of the Approved Card.

(xi) **“Confidential Information”** shall mean any data or information, oral or written, treated as confidential that relates to either party’s (or, if either party is bound to protect the confidentiality of any third party’s information, such third party’s) past, present, or future research, development or business activities, including any unannounced Products, any information relating to services, developments, Services Documentation (in whatever form or media provided), inventions, processes, plans, financial information, End-User data, revenue, transaction volume, forecasts, projections, and the financial terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party prior to the Effective Date of this Agreement, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or, (v) it has been independently developed by a party without access to or use of the Confidential Information of the other party.

(xii) **“Consideration”** shall mean Transaction Discount Rate (TDR) or Merchant Discount Rate (MDR) or Platform Fee as may be agreed in terms of the Agreement by the Parties;

(xiii) **“Card Association(s)”** shall mean each and any of the regional or national payment card networks such as RuPay, Visa, MasterCard, Diners, American Express or any other card association through which the Card shall be accepted and processed from time to time.

(xiv) **“Card Association Rules”** shall mean the written rules, regulations, releases, guidelines, processes, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Association.

(xv) **“Chargeback”** shall mean an approved and settled Transaction that an Issuer, upon receiving a chargeback request from a Customer, reverses to an Acquiring Bank for the Transaction value to be ultimately reversed to the Customer, subject to the Merchant being unable to provide an explanation along with documentary evidence as to why the chargeback request should be rejected in accordance with applicable laws.

(xvi) **“Customer Bank Account”** shall mean a bank account or credit/prepaid/debit/commercial card account of the Customer with the Issuer.

(xvii) **“Customer Payment Amount”** shall mean the total amount (which include charges, interest, taxes, duties, costs, Aurionpro Payments Fees and expenses) payable by the Customer to the Merchant against the purchase of the Products from the Website.

- (xviii) **“Data Protection Law”** means all applicable statutes and regulations pertaining to the processing of personal data, including but not limited to the privacy and security of personal data.
- (xix) **“Domain(s)”** means any website or sites operated by or for Aurionpro Payments, including without limitation the URL.
- (xx) **“Delivery”** shall mean (i) in respect of a good, delivery of the goods by a courier service appointed by the Merchant or its vendors, to the Customer within delivery due date at the address specified by the Customer in this behalf; or (ii) in respect of a service, delivery or performance of provisions of service within the delivery due date.
- (xxi) **“Effective Date”** means the earlier of the date Merchant acknowledges and agrees to the Merchant Agreement terms and conditions by (a) clicking the **“I AGREE”** button associated with the Merchant Agreement; or (b) acknowledging Merchant’s acceptance of the Agreement by any other method allowed by Aurionpro Payments, including without limitation physical execution of a Merchant Application that incorporates the Merchant Agreement.
- (xxii) **“Escrow Account”** shall mean an account maintained by the Escrow Bank in the name of Aurionpro Payments for the purpose of pooling the monies collected from Customers on behalf of the Merchant and facilitating the transfer of these funds in final settlement to the Merchant in accordance with the Terms and Conditions.
- (xxiii) **“Escrow Bank”** shall mean any bank where the Payment Aggregator holds an Escrow Account for the purpose of facilitating online payments in accordance with the applicable guidelines / regulations of the RBI and which undertakes the responsibility of settling the Sub-Merchant payments.
- (xxiv) **“Force Majeure Event”** means any event (including but not limited to an act of God, fire, epidemics, natural calamities; riots, civil commotion or unrest, terrorism, war, strikes or lockouts; expropriation or other governmental actions; any changes in applicable law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement.
- (xxv) **“Governmental Authority”** shall include the President of India, the government of India, the Governor and the government of any state in India, any Ministry or Department of the same, any municipal or local government authority, any authority or private body exercising powers conferred by Applicable Law and any court, tribunal or other judicial or quasi-judicial body, and shall include, without limitation, a stock exchange, SEBI, RBI, NPCI and/or any regulatory body.
- (xxvi) **“Issuer/Issuing Bank”** shall mean a bank or financial institution or other legal entity, with which the Customer has a Net Banking account and/or which has issued the Valid Card to the Customer to transact.
- (xxvii) **“Intellectual Property”** shall mean all (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, trademark rights

(including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author's rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of any state, country or jurisdiction; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.

- (xxviii) **"Merchant Website"** shall mean the active website bearing the domain name as specified in the Agreement and/or the mobile application, the contents and terms and conditions of which are controlled, operated and owned by the Merchant and established for the purposes of enabling the Customers to avail the services offered on the website or mobile application.
- (xxix) **"Merchant Products"** refers to all the Products that are offered for sale /rendered by the Merchant through their Website/mobile application to Customers from time to time and for which the Customer makes payment through the available online payment channels.
- (xxx) **"Merchant"** is an entity that would be party to the Agreement with Aurionpro Payments;
- (xxxi) **"Merchant Discount Rate"** shall mean a rate at which settlement amount is discounted and charged to Merchant by Aurionpro Payments;
- (xxxii) **"Net Banking"** shall mean the facility and internet account provided by the Issuer to the Customers holding a bank account or digital wallet account with the Issuers. Provided that the bank account is not listed in current warning or restricted bank account bulletins or notices.
- (xxxiii) **"Order"** shall mean Customer placing order to purchase products/services offered for sale by the Merchant.
- (xxxiv) **"Payment Aggregator"** refers to entities which on-board merchants and facilitate the aggregation of payments made by Customers to Merchant, for purchase of goods and services, using one or more payment channels, in online payment modes through a Merchant's interface (physical or virtual), and subsequently settle the collected funds to such Merchant.
- (xxxv) **"Payment Aggregation Services"** shall mean the payments collection services rendered by Aurionpro Payments to Merchant by integrating the payments solution on the website or web application of a Merchant.
- (xxxvi) **"Payment Networks"** means Visa, MasterCard, American Express, Discover Financial Services, and any affiliates thereof or any other payment network applicable to this Agreement.
- (xxxvii) **"Payment Network Rules"** means the operating rules, bylaws, schedules, supplements and addenda, manuals, instructions, releases, specifications and other requirements, as may be amended from time to time, of any of the Payment Networks.
- (xxxviii) **"Payment Instruments"** shall mean any instrument used for making payments by the Customers such as Debit Card, Credit Card, Net Banking, UPI, Wallets.

- (xxxix) **“Payout”** refers to the amount paid by Aurionpro Payments to the Merchant, with respect to the amounts received by Aurionpro Payments from the Payment Scheme/Acquiring Banks/ Wallets Partners for Transactions validly processed for the Merchant net of Deductions.
- (xl) **“Pay By Link”** refers to a form of payment method where a Merchant shares a link or a URL with the Customer.
- (xli) **“Processor”** means a card processor that accepts Transactions from Aurionpro Payments and processes Transactions for Merchant.
- (xlii) **“Platform Fee”** shall mean a fee other than the MDR or TDR which is charged by Aurionpro Payments for rendering services other than the services relating to transfer of amounts from Issuing Bank to Acquiring Bank and includes services relating to on-boarding of client, facilitating technology for transaction monitoring, facilitating merchant dashboard, resolving complaints and other technology and administrative services.
- (xliii) **“Payment Method”** means a method of enabling the Merchant to accept payments made by the Customers vide Cards, Net Banking, Wallets or UPI.
- (xliv) **“Policies”** shall include but not limited to the Terms of Service, Merchant On-boarding Policy, Know Your Customer (KYC) Policy, Disputes and Grievance Redressal Policy and Privacy Policy.
- (xliv) **“Processing Mechanism”** shall mean the mechanism utilizing the Payment Channels of the Payment Service Providers through Aurionpro Payments’ Services and/or through such other modes and mechanisms of payment, as may be notified by Aurionpro Payments from time to time.
- (xlvi) **“Refund”** shall mean a full or partial reversal of a particular Transaction, whereby the funds are reimbursed to the Buyer on the initiative or request of the Merchant.
- (xlvii) **“RBI”** shall mean the Reserve Bank of India.
- (xlviii) **“Services Documentation”** means collectively, the operating instructions, user manuals, and help files, in written or electronic form, made available to Merchant and that are intended for use in connection with the Transaction Services.
- (xlix) **“Settlement Amount”** shall mean Customer Payment Amount minus the TDR and any other charges/fees payable by the Merchant to Aurionpro Payments under this Agreement.
2. **“Trademark(s)”** means all common law or registered trademark, service mark, trade name and trademark rights and similar or related rights arising under Indian laws or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.
- (l) **“Transaction(s)”** shall mean every payments request/order placed by the Customer on the Merchant Site through the various payment channels serviced by the Payment Aggregator including but not limited to the Products paid for by the Customer and the receipt/ consumption of the same by the Customer serviced by the Merchant and / or the Charge back transactions which the Customer has disputed for not having received the Products as per the orders or deficiency in the Products or has issues or complaints with the quality of the Products.

- (ii) **“Transaction Discount Rate or TDR”** shall mean the total fee per transaction agreed between Aurionpro Payments and the Merchant as specified in the Agreement.
- (iii) **“Transaction Services”** means Aurionpro Payments’ payment management solutions provided to Merchant under the Agreement.
- (liii) **“Tokenization”** shall mean replacing transaction data with randomly generated codes or “tokens”.
- (liv) **“Unified Payment Interface (UPI)”** is a payment system that powers multiple bank accounts into a single payment network of any participating bank which permits merging several banking features, seamless fund routing & Merchant payments into one hood.

Unless the context otherwise requires, this Agreement shall be construed as follows:

- a) Words using the singular or plural number also include the plural or singular number, respectively;
- b) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;
- c) The term “Article” "Recital", "Section", “Appendix” "Clause", "sub-Clause", "Schedule" "Paragraph" Attachment" and "Annexure" refers to the specified article recital, section, appendix, clause, schedule, attachment and annexure, respectively, of this Agreement;
- d) References in this Agreement to statutory provisions shall be construed as references to those provisions as modified or reenacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so enacted (whether with or without modification); and
- e) A reference to a Party includes that Party's successors and permitted assigns;
- f) Headings, bold, italicized and other stylized typefaces are only for convenience and shall not be considered for interpretation/construction of this Agreement.

3. SERVICES & GRANT OF LICENSE

- 3.1. Subject to and in accordance with the terms and conditions hereinafter contained and in consideration of the payment of the Fees set out in **Clause 5** of the Agreement, Aurionpro Payments shall provide to the Merchant, the Payment Aggregation Services which shall consist of:
 - (a) AuroPay Link™ or AuroPay Platform Gateway Service;
 - (b) providing the Processing Mechanism for obtaining Authorization, processing and reconciliation of Transactions submitted by the Customers of the Merchant from time to time; and the co-ordination for the Settlement by the designated Escrow Bank.
- 3.2. The specifications of the Services are set out in **Schedule 1** of the Agreement. The Parties may, at any time, modify the Schedules and/ or execute additional schedules to cover additional services upon such terms and conditions as may be mutually agreed.

- 3.3. Offering and support of a Payment Method is subject to the acceptance of the said Payment Method by the Acquiring Bank. The Acquiring Bank may discontinue supporting any Particular Payment Method in its discretion at any time.
- 3.4. During the Term for which Aurionpro Payments renders Service to the Merchant, Aurionpro Payments hereby grants to the Merchant a limited, for India, revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable right and license to access and use application programming interface of Aurionpro Payments access to which is made available through Aurionpro Payments Platform for a rendition of Services in accordance with the Terms and Conditions set out herein.
- 3.5. Except as expressly permitted under these terms and conditions or any other license that may control the source code underlying the Services, Merchant must not itself, not permit any third party to: (a) reproduce, modify, translate, adapt or create derivative work based upon the Services; (b) reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the Services; (c) access the Services for purposes of benchmarking or developing, marketing, selling or distributing any product or service that competes with or include features substantially similar to the Services; (d) take any action that imposes an unreasonable or disproportionately heavy load on the Services or its infrastructure or that negatively affects the ability of other to access or use the Services; (d) use the Services in any way that does not comply with all applicable laws and regulations; (f) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; (g) attempt to disable or circumvent any security mechanisms used by the Services; or (h) use the Services in a way that poses a risk to Aurionpro Payments or the Customer of the Merchant.
- 3.6. Aurionpro Payments may improve, modify, add or remove functions or features to or from the Services from time to time, with or without notice to the Merchant.

4. REGISTRATION & ACCEPTANCE

- 4.1. In compliance with the rules and regulations framed by the Reserve Bank of India (RBI) to regulate online payment services, the Merchant must mandatorily register itself with Aurionpro Payments as per the process mentioned in **Schedule 3**. The Merchant will provide to Aurionpro Payments all the necessary documents and information as may be required by Aurionpro Payments to complete the on-boarding of the Merchant in accordance with the prescribed guidelines ("**Registration Details**"). This is also mandatory in order to comply with Anti- Money laundering (AML), Anti-Terrorism and the Know Your Customer (KYC) requirements imposed by the Acquiring Banks and regulators.
- 4.2. Failure of Merchant to share the required documents or details shall entitle Aurionpro Payments to put the on-boarding of the Merchant on hold. Aurionpro Payments may also refrain from providing access to the Aurionpro Payments Platform in the event, i) the Merchant fails to provide for such documents and/or information as required by Aurionpro Payments; or ii) incomplete or inaccurate information; or iii) application is rejected by relevant Acquiring Bank; or iv) if the Merchant undertakes activities not permitted under regulations issued by regulators.

- 4.3. The Merchant hereby explicitly authorizes Aurionpro Payments to submit Registration Information to the relevant Acquiring Bank, as necessary, to obtain permission to provide access to their Transactions Processing Facility for the Merchant.
- 4.4. The Merchant shall ensure that the documents provided are true and correct. Merchant shall also provide the original documents so produced to Aurionpro Payments to complete the exercise related to on-boarding for verification.
- 4.5. Aurionpro Payments may choose to call for further or additional documents or require the Merchant to resubmit the document in accordance with the prescribed guidelines for verification of the details of the Merchant during the rendition of Services.
- 4.6. Aurionpro Payments shall not take any responsibility for verification of the validity or veracity, or the genuineness of the documents so submitted.
- 4.7. Failure to provide correct details or to not to provide relevant details or to cheat Aurionpro Payments to provide Services by providing false information, would entitle Aurionpro Payments to terminate the Agreement with immediate effect and without any notice whatsoever. In order to cover chargeback risk, refund risk or any potential loss, damages, penalties, cost that may be incurred by Aurionpro Payments and/or Customers, Aurionpro Payments shall also be entitled to hold such Settlement Amount as may be determined by Aurionpro Payments for a period of at least ninety (90) days from the date of termination of Services or until such date that it deems fit and proper whichever date is later. If such retained amount is not sufficient to cover all Outstanding Amounts of the Merchant post-termination, the Merchant shall ensure that it pays Aurionpro Payments all pending amounts within 10 (ten) days of receiving the demand notice and shall always keep Aurionpro Payments indemnified in this respect. This Clause survives the termination of this Agreement.
- 4.8. Aurionpro Payments shall keep the documents and details submitted to it confidential and shall not disclose such information to any third party except as expressly permitted under this Agreement or on a need-to-know basis or to the law enforcement agencies if such law enforcement agencies call for such information.
- 4.9. Aurionpro Payments acceptance of the Merchant as a user of Services and the relevant Payment Methods is strictly personal and limited to the use by the Merchant of the Services for payment of the Merchant's purchased products and services.
- 4.10. The Merchant and its Authorized Representative individually affirm to Aurionpro Payments that the Authorized Representative is authorized on its behalf to provide any information required for Aurionpro Payments to provide the Services, to bind the Merchant to this Agreement, and to make any amendments to this Agreement in accordance with its terms. Aurionpro Payments may require the merchant or its Authorized Representative to provide additional information or documentation demonstrating its Authorized Representative's authority. Without the express written consent of Aurionpro Payments, neither the Merchant nor its Authorized Representative may register or attempt to register for a Aurionpro Payments Account.

5. PAYMENT AUTHORISATION, SETTLEMENTS AND RECONCILIATION

- 5.1. Aurionpro Payments will authorize, reconcile and settle payments to the Merchant subject to the following:

- (a) Where Aurionpro Payments provide the Merchant with the card acquiring service or alternative payment acquiring service, Aurionpro Payments will record each settled Transaction to the Merchant payment balance following Aurionpro Payments receipt of the corresponding funds.
- (b) The Transaction has to be initiated either by the Customer of the Merchant on the Merchant's website or by the Merchant in case of "Pay by Link".
- (c) Upon submission of a Payment Request of a Transaction by the Merchant to Aurionpro Payments, Aurionpro Payments will provide response for the Transaction to the Merchant based on response it receives from the Acquiring Bank and the terms of Services as mentioned in **Schedule 1**.
- (d) Notwithstanding anything to the contrary in the Agreement, Aurionpro Payments reserve the right to withhold and/or defer Payouts related to Transactions if they are submitted for authorization, but suspected to be fraudulent, suspected to be related to illegal activities or likely to become subject to a Chargeback and/or investigation, until satisfactory completion of said investigation. The Merchant will give its full cooperation to any such investigation. No interest will be due over amounts held prior to Payout to the Merchant pending the satisfactory completion of our investigation.
- (e) Aurionpro Payments may impose transaction limits either temporarily or permanently to reduce reasonable apprehension of risk or loss under varying circumstances.
- (f) Aurionpro Payments will support the Payment Methods under this Agreement, as long as Aurionpro Payments continues to support these in its general product portfolio. Aurionpro Payments may, at its sole reasonable discretion, decide to stop supporting a particular Payment Method or make future support conditional on the acceptance by the Merchant of additional conditions or fees. In such case, Aurionpro Payments will give at least thirty (30) days' written notice of any discontinued or changed support of any Payment Method, unless this is not reasonably possible given the reason for this decision.
- (g) The Merchant understands and agrees that, to the extent permissible by the Applicable Law, Aurionpro Payments shall not compensate the Merchant for late or non-performance, insolvency or bankruptcy of the Payment Scheme due to which there was a late Payout or non-Payout at all for processed Transactions.
- (h) Aurionpro Payments' Platform will collect data regarding the Merchant and transactions which Aurionpro Payments Platform may be required to be disclosed or shared with the other constituents of the transaction ecosystem. The Merchant expressly consents herewith to obtain express written consent of the Customers and prior to sharing their Personal Data with the other constituents as well as with any other party as may be necessary for transaction purpose or for any other business or regulatory purpose.
- (i) Aurionpro Payments shall make available the Tokenisation option to protect the Merchant Payment Card information and meet Payment Card Industry Data Security Standard (PCI DSS) compliance mandates. However, the registration for a tokenisation

request is done only with explicit Merchant's consent and not by way of a forced / default / automatic selection of checkbox.

- (j) Merchant shall ensure that it keeps logs of all the transactions and necessary details about its Customers that are availing Products from its platform in a manner prescribed by Applicable Laws, and it obtains proper consent for use of such information about the Customer for delivery of goods and rendition of services.
- (k) Aurionpro Payments may call upon the Merchant to share the relevant information about the transactions with the Customer or the information gathered by the Merchant about the Customer for its internal audits, or in case such information is required to undertake any investigation about fraud or illegal activity by a law enforcement agency or the regulators.

6. PAYMENT SETTLEMENT AND RECONCILIATION

6.1. TRANSACTION FLOW

- (a) Aurionpro Payments shall collect payments from the Customers of the Merchant in the Escrow bank account and settle such amounts under the prescribed guidelines into the Designated Bank Account of the Merchant.
- (b) Aurionpro Payments shall act only as an intermediary and collect monies from the bank account of the Customer and settle it in accordance with prescribed guidelines in the Designated Bank Account. Aurionpro Payments shall not in any manner be held responsible and liable for the quality of Products, quantity of Products, or defects or deficiencies in Products in any manner whatsoever. The Merchant shall be solely responsible and liable to its Customer.
- (c) The settlement of funds shall be subject to certain deductions. Aurionpro Payments shall be entitled to deduct its Consideration for the rendition of Services, taxes on such Services, Chargebacks, and Refunds from the settlement amount due to the Merchant.
- (d) In the normal course of business, transfer of funds by the Acquiring Banks into Aurionpro Payments' Escrow Bank account, is done by the end of the first Business Day following the day that Aurionpro Payments generates, transmits or otherwise provides an Approval Notice in respect of a Payment Request.
- (e) Aurionpro Payments' Escrow Bank will thereafter transfer monies to the Merchant no later than the second Business Day following the day that Aurionpro Payments generates, transmits or otherwise provides such Approval Notice for a Payment Request
- (f) The amount of Settlement funds remitted to Merchant, on each Business Day ("**Settlement Amount**") shall equal the following:
 - (i) The aggregate transaction amount of all unsettled Transactions successfully authorized upto the two (2) Business Days period prior to the Business Day on which settlement occurs, less

- (ii) the aggregate transaction fee applicable to all Transactions settled pursuant to **Clause 4.1(c) (i)** above less
 - (iii) the aggregate amount of all unadjusted reversal transactions, till the immediately preceding Business Day in respect of previously successfully Authorized and duly settled Transactions; less
 - (iv) any Chargebacks of transactions up to two (2) Business Days period prior to the Business Day on which settlement occurs (unless already deducted from the Settlement Amount earlier); less
 - (v) any overpayment made by Aurionpro Payments' Escrow Account in any of the earlier Settlements due to any computational or system errors or otherwise; less
 - (vi) any other sums due from or payable by Merchant under this Agreement.
- (g) To the extent that the Settlement Amount for any day is negative, Aurionpro Payments shall be entitled to recover the balance amounts from any amounts due to Merchant, including from the Settlement funds of subsequent days.
- (h) Aurionpro Payments is only obliged to provide Settlement of Transactions for which due funds have been remitted by the Acquiring Bank to the Escrow Account. Merchant acknowledges and agrees that Aurionpro Payments will not compensate Merchant for late or non-performance, insolvency or bankruptcy of the Acquiring Bank or Escrow Bank due to which Merchant receives late Settlement or no Settlement at all for processed Transactions.
- (i) The Merchant understands and agrees that Aurionpro Payments is dependent on the Escrow Bank for the timely remittance of the Settlement Amounts and therefore, Aurionpro Payments will make best efforts to transfer Settlement Amount within T+1 as specified by the RBI.
- (j) Merchant agrees that any overpaid and/or unduly received funds (e.g. related to the Transactions for which Aurionpro Payments have not received the settlements from the Payment Scheme, or overpaid due to the IT infrastructure breakdown) shall be, upon written notice to the Merchant of such overpayment, at Aurionpro Payments' option: (i) be deducted by Aurionpro Payments from the funds related to the subsequent Transactions before the next Payout(s), and/or (ii) refunded immediately by the Merchant.
- (k) The Payout shall be subject to any agreed Payout threshold. The Merchant shall ensure that it deducts and performs all the compliances related to tax regulations relating to either Goods and Services Tax or Income Tax about the payments that are made to the beneficiary. The Merchant shall be willing to provide proof or evidence of such compliance in case Aurionpro Payments calls for such compliance.

6.2. **SETTLEMENT ACCOUNT.** Aurionpro Payments' Escrow Account shall remit the Settlement Amount to such designated bank account (the "**Settlement Account**"), as the Merchant may specify in writing, from time to time. Towards this, the Merchant shall issue a letter in the

format as per **Schedule 4**, outlining the details of the bank account into which it wants the remittances to be credited. Any change in the mode or manner of making the payments shall be as per the process and upon such terms and conditions as mutually agreed between the Parties.

- 6.3. **CHARGEBACKS.** Aurionpro Payments provides the Platform to various Merchants (applications/websites) for accepting money through multiple instruments like Wallets, UPI, Net Banking, Credit Card, Debit Card, Prepaid Card, Commercial Card or via payment link shared by the Merchant. In case the Transaction doesn't successfully go through, and the funds are deducted from the Customer's account, in such case, Aurionpro Payments shall support in resolving the disputes within the prescribed turnaround time.

The Chargeback shall be processed in the following manner:

1. Customer to contact his/ her Bank to file a dispute;
2. On receipt of intimation from the Issuer, the Acquiring Bank notifies Aurionpro Payments which shall create Dispute ID and sends a communication to the Merchant;
3. The Merchant shall login to Application/web portal of Aurionpro Payments to see all pending disputes;
4. The Merchant shall upload information and proof(s) ("**Chargeback Documents**") pertaining to the Transaction associated with the Chargeback to substantiate (I) the completion of the aforesaid Transaction and/or; (II) delivery of Products sought by the Customer pursuant to the said Transaction. Provided however if the Merchant is desirous of furnishing the Chargeback Document, the Merchant shall do so within five (5) days (or such other period as specified by the Acquiring Bank) from the date of notification of the Chargeback by Aurionpro Payments;
5. Aurionpro Payments shall review the document and share them with the Acquiring Bank and/or the Issuer on behalf of the Merchant;
6. Basis the proof(s) submitted, the Acquiring Bank or the Issuer may choose to accept or reject the claim;
7. The Acquiring Bank or the Issuer shall inform the Customer and Aurionpro Payments about the result of the Dispute;
8. The Merchant agrees and acknowledges that (I) if the Merchant is unable to furnish Chargeback Documents stipulated in paragraph 4 of **Sub-Clause 4.3** above and/or; (II) the Issuer is not satisfied with the Chargeback Documents furnished by the Merchant, then the Issuer shall be entitled to order the Acquiring Bank or Aurionpro Payment to effect a reversal of the debit of the Chargeback Amount associated with the Chargeback such that the said Chargeback Amount is credited to the Customer's Payment Instrument.
9. Alternatively, Aurionpro Payments shall mark the status of the dispute as per the Acquiring Bank or the Issuer feedback, and shall debit the amount from the respective Merchant, if dispute is lost;
10. Debit against any lost dispute will be settled with the Merchant's upcoming settlement as per the settlement cycle. However, no debit would be done if dispute is defended successfully.

11. If the Acquiring Bank or the Issuer charges the Chargeback Amount to Aurionpro Payments, then the Merchant agrees and acknowledges that Aurionpro Payments is entitled to charge such Chargeback Amount to the Merchant by way of deduction from the Transaction Amounts to be settled to the Merchant subsequent to Aurionpro Payments incurring the charge of the Chargeback Amount.

12. The Merchant further agrees and acknowledges that following Aurionpro Payments incurring the charge, if the available Transaction Amounts are insufficient for deduction of the Chargeback Amount, then Aurionpro Payments is entitled to issue a debit note seeking reimbursement of the Chargeback Amount. The Merchant shall reimburse the Chargeback Amount within ten (10) days from the date of the debit note.

6.4. **RECONCILIATION.** Upon reasonable advance written request of the Merchant, Aurionpro Payments will provide to Merchant settlement information that will enable Merchant to reconcile the amount due for the Transactions authorized during the applicable period against the settlement funds remitted to the Merchant bank account as payment for such transactions (the “**Settlement Information**”). The Settlement Information will include both aggregate and individual transaction information necessary to enable Merchant to reconcile the amount due Merchant, debits to that amount attributable to Reversal Transactions and other offsets, and such additional information the Parties agree is reasonably required for Merchant to identify and reconcile Transactions.

6.5. **REIMBURSEMENTS.** Aurionpro Payments may submit a written request to Merchant to reimburse Aurionpro Payments for a payment that has been raised on Aurionpro Payments by Acquiring Bank in respect of any Transaction conducted under this Agreement. Any reimbursement request submitted by Aurionpro Payments to Merchant will provide in reasonable detail the specific Payment Request for which the reimbursement applies and the basis for seeking such reimbursement. Merchant will remit the amount in respect of any undisputed request to Aurionpro Payments within seven (7) days of receipt of Aurionpro Payments’ written request for reimbursement under this Clause.

6.6. **REFUNDS AND CANCELLATIONS.**

In the event:

- (a) a Customer has changed his mind about the consumption of product pre/ post order delivery and returns the Products or cancels the Orders; or
- (b) the Merchant is unable to deliver the Product to the Customer as the Product/ service is out of stock; or
- (c) the Merchant allows any other price adjustment after a Transaction has been completed and a refund or adjustment is due to the Customer.
- (d) Mismatch in transaction status between Aurionpro Payments and Merchant wherein transaction is failed state at Merchant’s end but is successful at Aurionpro Payments’ end.

The Merchant may prepare a Reversal Transaction and process each such refund or adjustment through the processing mechanism. The refund amount shall include the cost of

the product purchased along with the taxes paid on that purchase by the Customer of the Merchant.

(a) Should a refund or cancellation of any nature whatsoever be required to be made to Aurionpro Payments in respect of any Aurionpro Payments Transaction or Approved Aurionpro Payments Transaction, then in such event, the Merchant agrees and acknowledges that initiation of Refunds is at the discretion of the Merchant and Aurionpro Payments shall process a Refund only upon initiation of the same on the Dashboard as per the below process:

(i) Aurionpro Payments validates the refund against the original order. These are basic validations like a cumulative refund on this order i.e. order value, the order is not more than a year old etc. or as per the merchant refund policy;

(ii) Sync confirmation after validation of refund is provided in response to the request.

(iii) Once the refund is validated at Aurionpro Payments' end, Aurionpro Payments deducts the refund amount from the Merchant's pending settlement amount;

(iv) Aurionpro Payments initiates the refund to the Bank. Apart from net banking refunds as it is instant in nature, most of the net banking refunds are file-based and hence, are sent to the Bank on the next working day;

(v) Once the Bank accepts the refund, Aurionpro Payments sends the message to the Merchant. This depicts that a refund has been initiated;

(vi) Bank credits the customer's source account with the refund amount;

(vii) There are some exception cases where a refund is not processed in the customer source account/mode when source account/mode is closed, wallet limit exhaust, Customer requested to get a refund in a different account and when order is old and hence automatic refund be processed in the source.

(b) The Merchant and its Customers shall be responsible to resolve any claims or dispute between them related to delivery, payments, chargeback, refunds, etc. and keep Aurionpro Payments indemnified and harmless from all the liabilities, loss, damages and consequences arising from such disputes.

6.7. REJECTIONS/WITHOLDINGS

A. REJECTIONS:

Notwithstanding anything contained anywhere in this Agreement, the Merchant hereby fully confirms and agrees that Aurionpro Payments reserve the right to reject payments prior to Authorisation in the following situations:

- i. The Transaction is for any reason unlawful, unenforceable, doubtful, or erroneous.
- ii. Any Transaction made through a card outside the territory authorized for the use of the card.

- iii. Any Transaction cancelled due to a very high-risk score discovered using Aurionpro Payments fraud mitigations tools.
- iv. The Transaction not having obtained a necessary Authorisation/Authentication as required to be obtained in terms of this Agreement.
- v. The Customer's details are found to be omitted or incomplete.
- vi. Aurionpro Payments is of the opinion that there are suspicious circumstances surrounding the Transaction.
- vii. If the Transaction was not made in accordance with the requirements API requirements of Aurionpro Payments.

Payments can be rejected by Acquiring Bank/Issuers post Authorization and prior to settlement in the following circumstances:

- i. The second or subsequent debt amount in case Transaction is debited more than once from Customer Bank Account;
- ii. Authorisation cancelled Transaction;
- iii. Withheld Transaction found to be fraudulent or invalid;
- iv. Refund Transactions.

B. WITHHOLDING:

All Settlement Amount due to the Merchant under this Agreement may be withheld or delayed till such time as Aurionpro Payments, the Acquiring Banks, and/or Escrow Bank deems fit, if:

- i. The Merchant or its Customer or a third party commits any fraud or violates any applicable law or legal requirement;
- ii. Aurionpro Payments and/or the Acquiring Banks have reasons to believe that a fraud has been committed against the Customers, Aurionpro Payments, Acquiring Banks or any third party by the Merchant, its Customers, or any other third party;
- iii. The Merchant poses high chargebacks and/or refunds risk;
- iv. Delayed delivery of Merchant's Products to the Customer;
- v. For any other reasonable reasons.

In the event of suspended or delayed payments mentioned above, Aurionpro Payments shall promptly intimate the same to the Merchant.

6.8. FRAUDULENT TRANSACTIONS.

In the event, Aurionpro Payments is intimidated, by the Acquiring Bank or a Card Association, that a Customer has reported an unauthorized debit of the Customer's payment instrument ("**Fraudulent Transaction**"), then Aurionpro Payments shall be entitled to suspend the settlement of the amount associated with the Fraudulent Transaction during the pendency of

inquiries, investigations, and resolution thereof by the Acquiring Bank or the Card Payment Network. If the Fraudulent Transaction results in a Chargeback, then the Chargeback shall be resolved in accordance with the provisions relating to Chargeback as set out under these Terms and Conditions.

Further, Aurionpro Payments also reserves the right to close, suspend, limit or put on hold the access to the account with Aurionpro Payments and/ or the funds available therein, including Settlements Amount under inter alia the following scenarios:

- i. If such Merchant's KYC credentials are found to be in genuine or fake.
- ii. If the Merchant makes incorrect or untrue disclosure of the nature of its business, resulting in a merchant category code violation.
- iii. For violation of any of the provisions of the Terms and Conditions.
- iv. For violation of any of the provisions of any other agreement that the Merchant has entered into or might enter into with Aurionpro Payments; and
- v. For violation of any of the applicable laws by the Merchant.
- vi. Such right to close, suspend, limit or put on hold the Merchant's access to the account with Aurionpro Payments shall continue till such time that the Merchant submits genuine KYC documents or credentials to the satisfaction of the relevant authorities as per the extant rules, regulations or guidelines with regard to KYC, as well as to the satisfaction of Aurionpro Payments without prejudice to any other legal remedy that Aurionpro Payments is entitled to prefer as per applicable law.

6.9. **RIGHT OF SET-OFF.** Notwithstanding anything to the contrary contained herein, where Aurionpro Payments is entitled to reject payments in respect of the purchase of the Products or demand a refund, Aurionpro Payments shall, subject to prior written notice to the Merchant, may set-off against any amount due and payable by it to the Merchant under this clause, the Agreement or from whatsoever other cause arising (whether in terms of this Agreement or otherwise), any and all liquidated amounts due and payable from whatsoever cause by the Merchant to Aurionpro Payments in terms of this Agreement (including any Fees contemplated in **Clause 5** below and any amount due and payable by the Merchant to Aurionpro Payments, as the case may be) or from whatsoever other cause and howsoever arising. The said payment shall not be dependent upon or conditional to Merchant obtaining payment whether through Aurionpro Payments/Escrow Bank or otherwise from Customers in respect of the Merchant Service and irrespective of whether Merchant complies with the Order placed by Customer with Merchant. Merchant agrees and undertakes to execute all authorizations and writings as may be required in this regard by Aurionpro Payments from time to time and shall ensure that there are always sufficient funds in the

7. **AURIONPRO PAYMENTS FEES**

7.1. The Merchant shall be liable to make payments due to Aurionpro Payments arising from this Agreement in accordance with the provisions herein:

- (a) In consideration of using Aurionpro Payments' Services, the Merchant shall pay Aurionpro Payments the applicable transaction fees (the "**Transaction Fees**") and

other charges at such time as may from time to time be stipulated by Aurionpro Payments under **Schedule 1** of this Agreement.

- (b) The Merchant shall allow Aurionpro Payments to first make deductions from the amounts paid by the Merchant's Customers as payment of Aurionpro Payments Transaction Fees, before advancing the balance sums to the Merchant.

- 7.2. Aurionpro Payments may revise its applicable fees and other charges from time to time and will notify the Merchant in writing (which period of notification shall be determined by Aurionpro Payments in its sole discretion) of the date (the "**Effective Date**") when the new fees or charges become payable. The Merchant shall confirm in writing to Aurionpro Payments its acceptance or non-acceptance of the new fees or charges on or before the Effective Date. If Aurionpro Payments does not receive the Merchant's written non-acceptance of the new fees or charges within the aforesaid period on or before the Effective Date, the Merchant shall be deemed to have accepted the new fees or charges and shall be bound to pay the new fees or charges from the Effective Date. If the Merchant notifies Aurionpro Payments in writing on or before the Effective Date that it does not accept the new fees or charges, this Agreement shall be deemed terminated on the Effective Date but without prejudice to the antecedent rights or liabilities of the parties hereto.
- 7.3. The fees and charges payable by the Merchant under this Agreement are exclusive of any taxes, duties, fees or government levies which may be imposed now or hereafter in respect of the Transactions. Such taxes, duties, fees or governmental levies shall be for the Merchant's account.
- 7.4. Aurionpro Payments undertakes to comply with all the compliances mandated under the GST as may be applicable on Aurionpro Payments as and when the same are implemented by the relevant government authority including timely deposit of GST to the government and maintaining appropriate compliance rating.
- 7.5. The Consideration shall be deducted from the amount so collected on behalf of the Merchant before the amount so collected from the Customer is settled in the Designated Bank Account. All fees and charges paid by the Merchant under this Agreement shall not be refundable in the event of termination of this Agreement howsoever caused.

8. DEPOSIT

- 8.1. Where required, upon the execution of this Agreement, the Merchant shall pay Aurionpro Payments a deposit as quantified by Aurionpro Payments as collateral for transactions within fourteen (14) days from the Merchant's signing of the Application Form or as otherwise provided by Aurionpro Payments.
- 8.2. The Merchant shall place the monies in the fixed deposit within five (5) days of the receipt of the said request by Aurionpro Payments. Aurionpro Payments shall, subject to reasonable prior written notice to the Merchant, be entitled to set off and deduct any amount placed in the fixed deposit against any payment due and payable to Aurionpro Payments against any liability accruing out of the non-performance or breach of its obligations under this Agreement.

- 8.3. The deposit shall be held by Aurionpro Payments as a security for the due performance and observance by the Merchant of the terms and conditions of this Agreement, and the fulfilment by the Merchant of its obligations hereunder.
- 8.4. Aurionpro Payments shall be entitled as its option at any time to off-set any fees or other charges due and owing by the Merchant to Aurionpro Payments under or in connection with this Agreement or any damages payable against the deposit. Aurionpro Payments rights hereunder shall be in addition to and without prejudice to any other right of action or other remedy available to Aurionpro Payments for the recovery for any fees or charges (including damages) payable by the Merchant to Aurionpro Payments.
- 8.5. As soon as practicable after the termination of this Agreement, Aurionpro Payments shall refund the deposit without interest to the Merchant less such sum as Aurionpro Payments may be entitled to deduct hereunder.
- 8.6. Deposit requirement can we waived off subject to mutual agreement between the Parties.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Intellectual property rights in the API, the software and other materials, and all other intellectual property rights related to our Services are owned by Aurionpro Payments and our licensors. The Agreement does not transfer any intellectual property rights with respect thereto and only provides the Merchant with a limited, non-exclusive, revocable, and non-transferable license (without the right to sub-license) to use the Platform. Except as expressly set out in this Agreement no assignment of or license under any trademark or service mark or any other Intellectual Property Right, whether registered or not, owned or controlled by a Party is granted to the other by this Agreement. The Merchant shall not prepare any derivative work based on Aurionpro Payments' Group Merchant's intellectual property, nor shall it translate, reverse engineer, decompile or disassemble Aurionpro Payments' Group's intellectual property
- 9.2. Aurionpro Payments provide the AuroPay Platform and service (and, where applicable, any other relevant software) to enable the Merchant to use the Aurionpro Payments' Service. Aurionpro Payments reserves the right to change or amend these and the interface at any time, to provide the Merchant with a new version thereof, and/or to change the functionalities and characteristics, and to require the Merchant to install or update any and all software to continue using the Service.
- 9.3. 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.
- 9.4. 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.
- 9.5. Nothing contained herein shall authorize the Parties to use, apply, invade or in any manner exploit or infringe the Intellectual Property Rights of the other Parties without prior written consent of the other Party, and the usage shall be in compliance with this Agreement and

such approval and policies as may be notified from time to time. In addition, the Parties undertake not to infringe the intellectual property rights of any third party.

9.6. This Clause shall survive the termination or expiry of this Agreement.

10. CONFIDENTIALITY, DATA PRIVACY & SECURITY

10.1. All confidential and proprietary information of Aurionpro Payments that is made known to the Merchant including but not limited to any idea, know how or data of any nature concerning the use and/or performance by either party and/or any activities, processes or documentation thereof, Services, the Aurionpro Payments' markets or the business of the Aurionpro Payments or that of their clients, whether the same comes to the knowledge of the Merchant orally or is contained in any other tangible form during the term of this Agreement or in relation to this Agreement shall be held in strict confidence and shall not be disclosed and/or used for any purpose, except for complying with its obligations under this Agreement. However, such obligation shall not cover information that is:

- a. Publicly available other than through a breach of this Agreement.
- b. Is subsequently received by the Merchant through a third party
- c. Aurionpro Payments' knowledge owes no obligation of confidentiality with respect to that information.
- d. Was already known to the recipient at the time of disclosure.
- e. Required to be disclosed under applicable law, legal process or professional regulations
- f. Was independently developed by the Merchant without the use of or access to any information or data of the Merchant.

10.2. The Merchant and its subcontractors, affiliates and agents may have access to the Confidential Information. The Parties agree that whether or not the Confidential Information has been designated as "**Confidential**", the same shall be deemed to be confidential in nature and shall hereinafter be referred to as "**Confidential Information**". All Confidential Information shall remain the property of the Disclosing Party or its licensors, as the case may be.

10.3. The Merchant acknowledges and agrees that in the course of providing the Services, Aurionpro Payments will capture certain transaction and user information (collectively, the "**Data**"). The Merchant agrees to provide to Aurionpro Payments and Aurionpro Payments shall capture, only the Data that is required and is necessary for Aurionpro Payments to provide the Services. The Merchant agree to provide such notice and obtain such express consent with regard to any third party personal data. Aurionpro Payments shall not be held responsible for any consequences resulting from the Merchant failure to provide notice or receive consent from such individuals nor for providing outdated, incomplete or inaccurate information.

10.4. The Merchant is solely responsible for the security of data residing on servers owned or operated by the Merchant, or a third party designated by the Merchant (e.g., a Web hosting company, processor or other service provider). The Merchant shall comply with all

applicable laws, policies and regulations governing the security, privacy, collection, retention and use by the Merchant of Customer data, including, without limitation, financial information, card account numbers, and all other personally identifiable Customer information. The Merchant agrees to provide notice to the Customers on Merchant's website that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement.

- 10.5. The Merchant will comply with all then-current legal obligations and security measures, as applicable, including without limitation those issued by Payment Networks, associated with the collection, security, dissemination and destruction of Customer and Transaction data, and expressly including the Payment Card Industry Data Security Standard (PCI DSS). The Merchant acknowledges that the Merchant is responsible for the security of Customer cardholder data while in the Merchant's possession. The Merchant warrants that the Merchant has taken such precautions as are necessary to ensure that the Merchant's server and electronic systems are secure from breach or intrusion by unauthorized third parties. If the Merchant's system is breached and an unauthorized third party has access to or has accessed Customer data or Transaction data, the Merchant shall notify Aurionpro Payments promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future.
- 10.6. The Merchant shall use high standard of care and discretion to avoid disclosure of the Confidential Information.
- 10.7. If the Merchant or its employees, affiliates, sub-contractors, vendors, and agents is compelled under due process of law or by any governmental or semi/quasi-governmental authority to disclose any Confidential Information, the Merchant shall provide Aurionpro Payments with prompt prior written notice of such requirement, to enable Aurionpro Payments to the extent possible, to seek an appropriate remedy against such disclosure.
- 10.8. The Merchant shall, immediately upon the termination of this Agreement, on specific request from other party, either return to other Party all Confidential Information and all copies thereof held by it or if so directed by other Party in writing, destroy the same and provide a certificate certifying that same is destroyed.
- 10.9. The Merchant shall keep the information on the consideration and other terms and conditions of this Agreement as confidential, except to the extent required to be disclosed to its accountants, auditors, attorneys or regulators as required by Applicable Law. The Merchant shall, always, be solely responsible for any breach of this Agreement and/or any of the terms herein by its Representatives. Any public statement concerning this Agreement or the relationship between the Parties shall require the prior written approval of both Parties.
- 10.10. The Parties acknowledge that a breach of the Confidentiality may result in irreparable harm to the Disclosing Party and money damages may not be sufficient remedy for any such breach. Accordingly, without prejudice to other rights or remedies that the Disclosing Party may have, the Disclosing Party would be entitled to injunctive and/or equitable relief inter alia to compel the Receiving Party to cease and desist all unauthorized use and disclosure of the Disclosing Party's Confidential Information.

10.11. DATA PROTECTION

10.11.1 The Merchant shall ensure such administrative, technical, physical safeguards and processes, procedures, and checks including to secure the information which is received from any customer in relation to a card as may be required under applicable law and which safeguards shall be equal to or better than:

1. safeguard currently it has in place for its own data.
2. generally accepted security standards in the financial services industry

10.11.2 The administrative, technical, and physical safeguards, process, procedure and checks shall be designed to:

- 1.1 protect the security and confidentiality of the information of the customer in the possession of the Merchant;
- 1.2 ensure protection against any anticipated threats or hazards to the security or confidentiality of the Customer information;
- 1.3 protection against unauthorized access to or use of the information of the customer or associated records which could result in substantial harm or inconvenience to Aurionpro Payments; and
- 1.4 ensure the proper and secure disposal of such data;

10.11.3 Without limiting the generality of the foregoing, the Merchant shall initiate all measures that a prudent organization, in a similar situation would take to secure and defend its system. The Merchant shall periodically test its system for potential areas where it could be breached.

10.11.4 The Merchant covenants that it shall take best efforts against:

1. any unauthorized or unlawful processing or the alteration of the information of the customer in the system of the Merchant.
2. any resultant loss or destruction of, or damage to, the customer information due to unauthorized processing or alteration; and
3. unauthorized and accidental access, processing, erasure, transfer, use, modification, or other misuses of information of the customer, and shall ensure that only authorized personnel bound by adequate confidentiality obligation shall have access to the Customer information on need-to-know basis.

10.11.5 The Merchant shall ensure that the information of the Customer is not mixed or mingled with information of other customers.

10.11.6 The Merchant shall be vigilant to report any breach, all violation of information security, any breaches in the security practice, control process or checks of the Merchant and all suspected security events within (two) 2 hours of such event or breach to Aurionpro Payments and shall also immediately intimate all the concerned representatives and employees of Aurionpro Payments which interact with the Merchant on regular basis.

10.11.7 Aurionpro Payments shall be free to share the details of the Merchant, notwithstanding the confidentiality obligations, with the Acquiring Bank, legal enforcement agencies and regulators. Aurionpro Payments shall be free to share the details of the transactions, notwithstanding the confidentiality obligations, with the Acquiring Bank, legal enforcement agencies, and regulators.

11. UNDERTAKINGS BY THE MERCHANT

The Merchant agrees and undertakes throughout the subsistence of this Agreement to:

- 11.1. comply with such instructions as may be issued in writing by the Acquiring Bank from time to time for secure transmission of data.
- 11.2. not enter any agreements/ contracts with the Customer or any Third-Party which contain provisions that are contrary to or in conflict with the provisions of this Agreement and/ or the Schedule/s hereto.
- 11.3. be solely responsible for providing all true, accurate and valid information, data and document as required by Aurionpro Payments for conducting Know Your Customer (KYC) checks of the Merchant and shall ensure compliance to Prevention of Money Laundering Act (“**PMLA**”) guidelines.
 1. not describe itself as agent or representative of Aurionpro Payments, or to give warranties which may require Aurionpro Payments to undertake to or be liable for, directly or indirectly, any obligation and/or responsibility to the Customer or any third party.
 2. ensure that all transactions happening through Merchant’s Website are in accordance with and permitted by the Applicable Law. The Merchant will ensure that the Merchant does not fall under the “**Restricted Merchant Category**” as specified in the Merchant Agreement entered between Aurionpro Payments and the Merchant and are not in any breach of Applicable Law. Aurionpro Payments further agrees that the liability of Aurionpro Payments for the transaction between the Merchant and the Customer is restricted to the settlement of payments only and confirms that the transactions conducted using the Services are in conformity with Applicable Law.
- 11.4. comply with all the technological standards, security procedures and system certifications as communicated by Aurionpro Payments from time to time.
- 11.5. not require the Merchant’s Customer(s) to pay any part of the fees which the Merchant may be liable to pay Aurionpro Payments hereunder whether through an increase in price or otherwise or to pay any contemporaneous finance charge in connection with a Transaction;
- 11.6. not make any warranty or representation whatsoever in relation to the Services which may bind Aurionpro Payments or render Aurionpro Payments liable in any way whatsoever;
- 11.7. at its own expense and before the time agreed for installation or activation of the Services, prepare and provide the necessary, compatible operational equipment, software and connection specified by Aurionpro Payments for the purposes of using the Services; and

- where necessary, prepare and provide such interface hardware and software to Aurionpro Payments;
- 11.8. not alter, copy, modify or tamper with any hardware or software provided by Aurionpro Payments;
 - 11.9. install such measures as may be necessary to protect the security and integrity of related hardware or software, whether owned by the Merchant or Aurionpro Payments;
 - 11.10. make connections to such other systems as Aurionpro Payments may require from time to time;
 - 11.11. not sell, assign, license, transfer or permit the use of Aurionpro Payments software or hardware by any party without the written permission of Aurionpro Payments;
 - 11.12. prior to providing the Services, open and maintain at all times during the term of this Agreement, an account in its name with one of the local banks which shall be designated for purposes of clearing and settling Transactions handled by the Merchant;
 - 11.13. inform Aurionpro Payments of any change in the particulars of the Merchant's designated bank account;
 - 11.14. maintain, throughout the term of this Agreement, adequate and competent personnel to operate the Services;
 - 11.15. utilise the Payment Facilitation Services strictly in accordance with, and shall always comply with, the standard operating procedures provided by Aurionpro Payments;
 - 11.16. comply with all statutory, regulatory and other requirements, including those contained in Aurionpro Payments Policies requirements (if any) as may be applicable to it;
 - 11.17. shall conduct itself and its business in such a manner as not to harm, detract from or prejudice, or foreseeably harm, detract from or prejudice, in any manner, Aurionpro Payments IP (including the goodwill thereof);
 - 11.18. Maintain all data and records sufficient to retrieve or reproduce each Transaction receipt after Aurionpro Payments authorises and process the Transaction. A copy of the original transaction receipt satisfies this requirement; and
 - 11.19. ensure that the terms and conditions pursuant to which it provides Products to its Customers do not: (1) afford the Merchant or its Customers, as the case may be, any rights; or (2) level any obligations on the Merchant or its Customers, as the case may be, which conflict with, or derogate from, the rights and obligations of Aurionpro Payments in terms of this Agreement and/or any agreement entered into by Aurionpro Payments.
 - 11.20. agrees to notify Aurionpro Payments of any Third-Party Services conflicts with or infringes upon or violates any rights of such Third Party.
 - 11.21. agrees and acknowledges that Aurionpro Payments is not bound to provide any support services on termination of these Terms and Conditions.

- 11.22. agrees to fully comply with all programs, guidelines, requirements that may be published and/or mandated by the Card Association.
- 11.23. In the event of non-compliance of Card Association Rules, results in any fines, penalties or other amounts being levied on or demanded from Aurionpro Payments by a Card Association, then without prejudice to Aurionpro Payments' other rights, shall forthwith reimburse Aurionpro Payments in an amount equal to the fines, penalties or other amount so levied or demanded or spent by us in any manner in relation to such fines, penalties and levies.
- 11.24. shall prominently display in its Terms and Conditions about the usage and applicability of its services according to the law of land for its Customers. Aurionpro Payments reserves the right to inspect the Merchant Terms and Conditions at any times.
- 11.25. shall prior to accepting any instructions from the Customers ensure that the Customers are duly registered on the Merchant Site and the Customers accepts all the Merchant Terms and Conditions. The Merchant undertakes and agrees to adhere with applicable laws, rules and regulation prescribed for its business activity.
- 11.26. shall not engage in activities that harm the business and/or brand of Aurionpro Payments, the Acquiring Banks and/or Card Associations and shall not have any malafide intention of duping Customers or do not sell fake/counterfeit products.
- 11.27. agrees that it shall bear and be responsible for the payment of all relevant taxes, surcharge, levies etc. (including withholding taxes) in relation to the Customer Payment Amount and Aurionpro Payments Services provided under this Agreement.
- 11.28. agrees to provide to Aurionpro Payments or Acquiring Banks all documents such as invoice, purchase orders, Delivery challan or any other proofs as may be required to evidence the transactions carried out. Such documents shall be provided by the Merchant within 24 hours of Aurionpro Payments / Acquiring Banks requesting for the same. In the event the Merchant fails to provide such documents, the Merchant agrees that Aurionpro Payments shall have the right to withhold the settlements to the Merchant, pending enquiries by the Acquiring Bank and till the resolution of such issues.
- 11.29. unconditionally agrees and undertakes that it is compliant with and shall do/undertake all acts necessary to continue to be compliant with the provisions of all applicable laws of its specific jurisdiction, including but not limited to the provisions of the RBI Guidelines on Regulation of Payment Aggregators and Payment Gateways, Payment and Settlement Systems Act, 2007, Prevention of Money Laundering Act, 2002, FEMA 1999, Know Your Customer (KYC) / Anti-Money Laundering (AML) / Combating Financing of Terrorism (CFT) guidelines issued by the Department of Regulation, RBI etc., that may be applicable to the Merchant in connection with its business and use of Aurionpro Payments Services.
- 11.30. shall ensure that appropriate cancellation policy, refund policy, privacy policies, disclosures/disclaimers, terms of use pertaining to the Merchant Site, the terms of Merchant's services provided by the Merchant and terms of paying the Customer Payment Amount are displayed conspicuously on the Merchant Site in accordance with the terms of this Agreement.

- 11.31. safeguard and protect Aurionpro Payments' and the Customers' personal data and information against unauthorized access, accidental loss, improper use and unlawful disclosure, as required by applicable data protection law.
- 11.32. ensure compliance to not store and disclose Card details or Customer information and data to any of its employees, officers (collectively "**Representatives**"), third parties, except on a need-to-know basis or when required by law. The Merchant shall ensure that all such parties are bound by confidentiality obligations as contained therein and shall be responsible for any such breach or unauthorized disclosure by its Representatives.
 3. notify Aurionpro Payments of any changes in ownership or any other changes in business practices or sales method or before adding and performing mail order, telephone order, or Internet sales activity and/or making changes to the Products being sold by the Merchant.
 4. process the returns of, and provide refunds and adjustments for, Products sold and the payment collected in accordance with this Agreement, Aurionpro Payments' instructions and/ or Applicable Law.
- 11.33. Aurionpro Payments shall not be responsible for any charge backs or refunds/or any indirect or direct claims/ disputes arising out the transactions between the Merchant and its Customers. It shall be the ultimate responsibility of the Merchant to resolve and settle the claims arising out of the Chargeback transactions and refunds in accordance with the relevant Card Association Operating Guidelines and/or Applicable Law.
 5. The Merchant agrees and understands that Aurionpro Payments may at its discretion determine that the Merchant is incurring an excessive amount of Chargeback transactions, the Acquiring Bank and/or Aurionpro Payments may establish controls or conditions governing the Transactions contemplated under this Agreement.
- 11.34. If the Merchant is unable to deliver the whole or any part of the transaction within the Delivery Due Date, the Merchant shall in whole or partly cancel the Transaction and inform the Customer without delay and keep Aurionpro Payments informed of the same.
 6. All risks associated with the delivery of the Product by the Merchant shall be solely that of the Merchant and not Aurionpro Payments. All disputes regarding quality, merchantability, non-delivery and delay in delivery or otherwise will be resolved directly between the Merchant and the Customer without making Aurionpro Payments a party to such disputes.
 7. The Merchant shall bear and be responsible and liable for the payment of all relevant taxes (including any applicable withholding taxes) in relation to the payments made under this Agreement.
 8. put up such notices, disclaimers or warranties upon the receipt of such written request by the Acquiring Bank and / or Aurionpro Payments and ensure the compliance of the same. The Merchant shall also upload the terms and conditions on the Website which would govern the Services.
- 11.35. be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information, which are displayed and offered on the Website.

9. ensure that the Customers are easily able to identify and understand from the transaction terms displayed on the Website, that the Merchant is responsible for the Transaction, including delivery of the Products (whether physical or digital) or provision of the services that are the subject of the Transaction, and for customer service, grievance redressal and dispute resolution, all in accordance with the terms applicable to the Transaction.
10. permit the authorised representatives of the Acquiring Bank and/or Aurionpro Payments to carry out physical inspections of the place(s) of business of the Merchant by giving reasonable prior written notice to verify to ensure whether the Merchant is in compliance with its obligations hereunder.
11. In case the Services rendered under this Agreement becomes inaccessible due to any break-down or other reasons directly and solely attributable to the Merchant, the Merchant shall apprise Aurionpro Payments in writing of such inaccessibility / break down and the Merchant as the case may be, shall use commercially reasonable efforts to rectify /fix the problem. Any liability, including any liability to Customers, arising out of inaccessibility of the Availed Channels due t//o any reason directly and solely attributable to the Merchant, shall be borne by the Merchant (as the case may be) and Aurionpro Payments shall not entertain any complaint or query of the Customers in this regard.
12. In case the Customer commits fraud against Aurionpro Payments and/ or the Merchant while using the Availed Channels, Aurionpro Payments in such cases shall be entitled to suspend the payouts of the disputed amount till the issue is resolved between the Merchant and the Customer. Aurionpro Payments shall not be liable to pay any interest upon the suspended pay outs during or after the pendency of the inquiry.
13. The Merchant agrees that in the event the Merchant commit a breach of any terms of this Agreement and/ or Card Association Operating Guidelines and/or Applicable Law or fails to comply with any statutory provision as a result of which the reputation of the Card Association and/ or the Governmental Authority and/or the Acquiring Bank and/or Aurionpro Payments is adversely affected, the relevant Card Association, and/ or Governmental Authority and/ or the Acquiring Bank and/or Aurionpro Payments shall have an unconditional and unfettered right to levy such additional charges upon the Merchant as the Card Association or the Governmental Authority may deem proper.
14. take all precautions as may be feasible or as may be directed by Aurionpro Payments to ensure that there is no breach of security and that the integrity of Aurionpro Payments' systems and/ or Availed Channels is always maintained during the term of this Agreement. The Merchant shall also take appropriate steps to ensure that all Customers upon accessing the Website are properly directed to the payment gateway. The Merchant shall ensure proper encryption and robust security measures to prevent any hacking into the information of the Customers and other data. In the event of any loss being caused as a result of the Merchant causing breach of Aurionpro Payments' systems and/ or Availed Channels or being in violation of the provisions of this clause, the loss shall be to the account of the Merchant and the Merchant shall indemnify and keep indemnified Aurionpro Payments from any loss as may be caused in this regard.

- 11.36. Be responsible at its own costs to resolve all cardholder/customer account holder disputes and provide whatever assistance necessary to assist the Acquiring Banks, Card Associations and Aurionpro Payments deal with all cardholder/customer account holder disputes.
- 11.37. Be responsible at its own costs and for providing and maintaining all necessary equipment, software and facilities at its end to connect its software platform to Aurionpro Payments' software application.
- 11.38. Aurionpro Payments shall be entitled to use hardware, software and/or such other equipment as it deems necessary or appropriate for the provision of the Services and with a view to enhancing the security of transactions and the Merchant agree to comply with the directions and/or instructions issued by Aurionpro Payments in respect of the use of such hardware, software and/or equipment. The Merchant also agrees to suitably modify/upgrade its systems to comply with the standards as communicated in advance in writing by Aurionpro Payments.

12. UNDERTAKINGS BY AURIONPRO PAYMENTS

- 12.1. Aurionpro Payments agrees and undertakes that it shall use its best endeavours to provide to the Merchant the Services for which the Merchant enrolls and pays the applicable fees.
- 12.2. Aurionpro Payments makes no representations or warranties of any kind with respect to the Platform operated by Aurionpro Payments provided, or any part thereof, express or implied, and shall not be liable to the Merchant for any loss or damage howsoever caused and regardless of the form of loss or damage which may be suffered or incurred by the Merchant or any third party in connection with this Agreement including (without prejudice to the generality of the foregoing) any loss of profit in consequence of a breakdown in providing the Services or part thereof.
- 12.3. Aurionpro Payments shall provide the technical support services to the Merchant, specific to the Service Level Agreement (SLA) as specified under **Schedule 5** to the Agreement attached herewith.
- 12.4. Aurionpro Payments shall share its merchant acquiring policy and/or other applicable policies to the Merchant. The Merchant shall comply with them and ensure compliance by the Customer.
- 12.5. Aurionpro Payments shall have a mechanism to prevent and detect fraud and in this regard, Aurionpro Payments may choose to monitor the behavior of the Merchant ongoing basis. Aurionpro Payments shall also to prevent fraud, monitor the daily transactions from time to time with the support of information technology tools.

13. TERM AND TERMINATION

- 13.1. This Agreement shall be in effect from the Effective Date as stated and defined under the Definition Clause above unless terminated by either Party by giving thirty (30) days prior notice to the other Party.

- 13.2. **Termination for Breach:** Aurionpro Payments may, at its sole discretion, terminate this Agreement with or without any prior written notice to the Merchant, if the Merchant commits any breach of the terms and conditions of this Agreement.
- 13.3. **Termination in Case of Violation of Law:** In addition to any other termination rights granted by this Agreement, Aurionpro Payments may at its sole discretion, either suspend and/or terminate this Agreement immediately without having to give any notice of termination to the Merchant and withhold the settlements to the Merchant, pending enquiries by the Acquiring Bank and till the resolution of such issues if (i) Aurionpro Payments or the Facility Providers or the Acquiring Banks is notified or otherwise determines in good faith that the Merchant is using Aurionpro Payments' services and facilities in furtherance of any activity which violates any law, rule, or regulation; or (ii) Aurionpro Payments, the Acquiring Banks or the Facility Providers or any of their directors, officers, stockholders, employees or agents are made the subject of a criminal or civil action or investigation or are threatened by such action as a consequence of use of the services by the Merchant; or (iii) Aurionpro Payments or any of its Acquiring Bank suspect or upon receiving an intimation in written mode of communication from the Acquiring Bank that a Transaction conducted on the Merchant platform in suspicious manner which amounts to breach of this Agreement or as a fraudulent Transaction, against the Acquiring Bank or any Customer.
- 13.4. **Termination for insolvency:** Either Party: (i) is wound up; (ii) files a petition for winding up or a petition for winding up is filed against it and the same is not dismissed within 30 (Thirty) days of its being filed (iii) ceases to carry on business; or (iv) makes an arrangement for the benefit of its creditors or if, a court receiver, liquidator or any other similar officer is appointed as receiver of all/any of the properties of either Party.
- 13.5. **Termination for Convenience:** In addition to any other termination rights granted under this Agreement, either Party may terminate this Agreement upon 30 (Thirty) days prior written notice to the other without stating any reason and incurring any liability for such termination.
- 13.6. **Termination for non-use:** Aurionpro Payments may terminate this Agreement, if the Merchant fails or neglects to use the facilities and services of the Aurionpro Payments, Facility Providers and the Acquiring Banks for a continuous period of 180 (one hundred eighty) days.
- 13.7. **Termination for malpractice:** Aurionpro Payments may terminate this Agreement immediately in case of any malpractice or fraud by the Merchant.
- 13.8. **Effects of termination:** Upon the expiry or sooner determination of this Agreement for any reason whatsoever the Merchant shall:

- (a) immediately cease to utilise Aurionpro Payments IP in any manner whatsoever, including on the Website and refrain from any action that would or may indicate any relationship between it and Aurionpro Payments;
- (b) immediately cease to use or make any reference in any manner whatsoever, the name of Aurionpro Payments in any manner whatsoever, in any advertisement, marketing material and the like, regardless of form or media;
- (c) forthwith hand over to Aurionpro Payments, possession of all documents, material, instructions, manuals, guidelines or other writings (including any copies thereof) and any other property belonging to Aurionpro Payments;
- (d) shall not utilize the Trademarks or any trade name or service mark which so nearly resembles the Trademarks, so as to likely deceive or cause confusion or which may amount to passing-off.
- (e) The Merchant agrees and confirms that the Merchant shall remain solely liable after the termination of this Agreement for all Chargebacks, refunds, penalties, loss, damages or cost incurred by Aurionpro Payments, and/or Customers and for all claims and proceedings arising against Aurionpro Payments with respect to this Agreement.

Subject to the above adherence by the Merchant, Aurionpro Payments shall release all the pending payments less the dues payable by the Merchant as accrued till the effective date of termination.

The 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 notwithstanding such expiry or termination.

11.8 Reinstatement of Services. If Services are suspended or terminated by Aurionpro Payments due to lack of payment by the Merchant, reinstatement of Services shall be subject to the Merchant paying Aurionpro Payments (i) new set-up fees, at Aurionpro Payments' then-current rates; and (ii) as applicable, all past due annual or monthly fees and Transaction fees.

14. LIMITATION OF LIABILITY

- 14.1. The Merchant shall be liable to Aurionpro Payments for any and all losses and expenses of any nature, whatsoever, caused due to negligence, fraud and default of the Merchant or any of the Merchant's representatives, agents or employees.
- 14.2. Aurionpro Payments shall have no liability/obligation towards the Merchant except tax deduction at source.
- 14.3. Notwithstanding anything stated under this Agreement including obligation to indemnify the Merchant, the aggregate liability of Aurionpro Payments to the Merchant from any cause whatsoever shall not, in any event, exceed the sum equivalent to the preceding one (1)

month aggregate consideration earned by Aurionpro Payments under this Agreement prior to the date of claim.

- 14.4. Provided that Aurionpro Payments shall not be liable to the Merchant for any special, incidental, indirect or consequential or direct damages, damages from loss of profits or business opportunities even if the Merchant shall have been advised in advance of the possibility of such loss, cost or damages.
- 14.5. In no event shall Aurionpro Payments be liable to the Customers or any third party.
- 14.6. In no event shall the Escrow Bank or the Acquiring Bank or Aurionpro Payments be liable to the Merchant in relation to this Terms & Conditions or in relation to any claim by a third party.
- 14.7. Aurionpro Payments shall not be liable for any of the following: (a) about which it did not have any actual or constructive knowledge; (b) shall not be liable for any Net Quantifiable Financial Benefit that arises to the Merchant for any loss suffered. The term Net Quantifiable Financial Benefit shall include an amount for which Merchant would otherwise have been accountable to be assessed for taxation is reduced or extinguished because of the matter giving rise to such loss.

15. INDEMNITY

- 15.1. The Merchant agrees to indemnify and hold harmless Aurionpro Payments, its directors, officers, employees, at all times, against all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs of Merchant), awards, damages, losses and/or expenses arising out of or caused by:
 - (i) Any and all third-party claims, losses, costs (including without limitation, legal costs of Aurionpro Payments), penalties, damages, etc. however, arising in relation to any claim or proceeding brought by any person other than a Party to the Agreement against Aurionpro Payments in respect of any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Merchant, its employees, contractors, agents, Customers or any person other than a Party to the Agreement in relation to services rendered or goods sold by the Merchant;
 - (ii) Any breach or alleged breach (if alleged by any third party and/or the Merchant) of any of the terms and conditions of the Agreement by the Merchant under this Agreement;
 - (iii) Relating to breach or non-compliance of any statutory, legal or procedural regulation and/or laws as may be applicable or made applicable to the Merchant by any government or quasi government authority from time to time and though out the term of this Agreement.
 - (iv) Any actions/ claims/ demands pertaining to the deliverables and other materials provided by the Merchant to Aurionpro Payments for the purpose of this Agreement, including without limitation, any infringement of the intellectual property and/ or other rights of any third party;
 - (v) Any act of willful misconduct or gross negligence by the Merchant, its directors, officers, employees, and sub – contractors;
 - (vi) Any hacking or lapse in security in the Website or the Customer data; or

- (vii) Any act, deed, omission or non-performance on the part of the Merchant or its third-party.

13.2 The indemnification obligations of the Merchant mentioned herein above shall be without prejudice to the rights and remedies available to Aurionpro Payments under applicable law, including without limitation, claiming appropriate compensation or damages from the Merchant, and/ or termination of this Agreement or any part thereof, in accordance with the terms hereunder.

13.3 Should any proceedings be undertaken, which give rise to either Party's liability under this Agreement, the other party shall provide such party with a written notice within a period of five (5) days and an opportunity to participate and defend in any such proceedings to represent its interest appropriately.

13.4 This Clause shall survive the termination of this Agreement. However, the claims for indemnity should arise before the date of termination of this Agreement. The Parties shall not be entitled to make any claim relating to indemnities after 1 (one) year from the date of termination.

16. OPERATING PROCEDURES

14.1 Aurionpro Payments has integrated Aurionpro Payments Platform with several financial institutions. The integration of Aurionpro Payments Platform is done in accordance with the documentation of the API so provided by the Financial Institutions.

14.2 The Merchant may choose to integrate with the APIs provided by Aurionpro Payments in accordance with the documentation provided by Aurionpro Payments for such integration. The Merchant shall be responsible for such integration with Aurionpro Payments Platform. Aurionpro Payments shall be responsible for the maintenance, development, and management of Aurionpro Payments Platform. Aurionpro Payments shall also ensure to secure Aurionpro Payments Platform secure in accordance with the prescribed guidelines from time to time by financial institutions or Reserve Bank of India or any other regulator. Aurionpro Payments shall ensure to take steps related to business continuity and disaster recovery of Aurionpro Payments Platform in accordance with prescribed guidelines.

14.3 The Merchant shall ensure that its website or its web application is secured in accordance with the prescribed guidelines issued by the Reserve Bank of India from time to time. The Merchant shall not store any card data on its website or web application. The Merchant shall avail tokenization services for processing the transactions.

14.4 An incident related to breach of data or breach of security shall be informed by the Parties to each other within two (2) hrs of such an incident. The Parties shall take due steps to ensure that the transactions are monitored for fraud and AML activities in accordance with applicable law.

15 GRIEVANCE REDRESSAL

1. Aurionpro Payments has a board-approved Customer Grievance Redressal Policy which is published on its website. The Policy provides for the appointment of a Nodal Officer who shall be responsible for regulatory and customer grievance handling functions.
2. The grievance of the Merchant shall be addressed in accordance with the procedures as specified in the internal Customer Grievance Redressal Policy and Standard operating Procedure (SOP).
3. Aurionpro Payments recommends Customer to initiate direct communication with their respective Merchant for resolution of any issues pertaining to any order. In case, if the said Merchant is non-responsive or fails to offer any resolution, then Aurionpro Payments will intervene to amicably resolve the issue.
4. The Complainant can register their grievance through either of the following channels made available by Aurionpro Payments:
 17. By writing an email to customer@auropay.net
 18. By Visiting website <https://www.auropay.net/policy/redressalpolicy> and registering their concerns and grievances through feedback form available on Aurionpro Payments' official website under the section 'Feedback' on the homepage. The complaint form will be uploaded in this section.
 19. Customer 24 x 7 helpdesk Number
5. The Policy also provides for "Online Dispute Resolution (ODR)" for disputes and grievances related to failed transactions pertaining to UPI, Card and ECom transactions. Failed transaction grievances will be resolved through ODR process in accordance with the ODR Circular read with the RBI TAT Circular.
6. Aurionpro Payments has also formulated an internal system of an escalation matrix to ensure that the grievances are channelled and addressed in a proper and effective manner via authorised route. The Complainant can seek the fair redressal of their grievances by escalating the dispute as per the matrix provided – Level 1 (Service Executive); Level 2 (Customer Service Head); Level 3 (Nodal officer); Level 4 (Internal Ombudsman) and Level 5 (RBI Ombudsman).
7. All efforts will be made to resolve each complaint received by Aurionpro Payments within the timeframe fixed internally as mentioned in the
8. The grievance of a Customer of the Merchant shall be shared with the Merchant within a reasonable time. In the event, a Customer grievance is raised through a legal enforcement agency then in that case Aurionpro Payments shall take steps as instructed by the legal enforcement agencies to address the complaint. In the event, Aurionpro Payments had to reverse the transaction, it would adjust the said amount from the settlement amount receivable by the Merchant.

16 DISPUTE RESOLUTION, ARBITRATION AND GOVERNING LAW

16.1 Any dispute which may arise in terms of, out of, or in connection with or in relation to this Agreement (a "Dispute"), must be promptly notified to the other Party. All the Parties' designated representatives shall co-operate in good faith and make a reasonable effort to promptly resolve such Dispute within a period of thirty (30) days from the date of receipt of

notice of the Dispute by the other Party (or such longer period as the Parties may agree in writing). During such dispute, the Parties shall continue to meet their respective obligations hereunder without prejudice to their respective rights with respect to such disputed items. If such Dispute is not yet resolved after such meetings, then either Party may pursue all remedies available under this Agreement.

16.2 All Disputes under this Agreement that have not been resolved as set forth in **Clause 16.1** hereinabove shall be resolved by arbitration in **Mumbai**. All questions, disputes and differences arising under or in relation to this Agreement shall be referred to arbitration of a sole Arbitrator to be appointed by Parties mutually as per the provisions of the Arbitration and Conciliation Act, 1996. The arbitrator shall conduct arbitration under the Indian Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof. The Merchant shall bear the expenses, cost and/or any charges incurred in preparation and presentation of case. The award of the Arbitrator shall be a reasoned award and shall be final and binding on the Parties. The Arbitration shall be conducted, and the award shall be rendered in English language.

16.3 The provisions of this **Clause 16** are severable from the rest of this Agreement and will remain in effect notwithstanding the termination or invalidity of, for any reason, this Agreement.

16.4 The parties shall keep the evidence in any arbitration proceedings and any order made by any arbitrator confidential.

16.5 Each Party agrees that, in the event of a breach or threatened breach of any of the provisions of this Agreement or if the Party in good faith believes that immediate equitable relief is necessary to protect its interests against irreparable harm, in addition to and not in limitation of, any other rights, remedies or damages available at law or in equity, the other Party may be entitled to equitable relief, including a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach or to protect its interests against such harm.

16.6 The terms and provisions herein contained and all the disputes or claims relating to this Agreement shall be governed by, interpreted and construed in accordance with the laws of India. The courts of **Mumbai** shall have exclusive jurisdiction in respect of any such disputes or claims.

17 DISCLAIMER

17.1 Aurionpro Payments will make all reasonable efforts to provide uninterrupted service subject to downtime and regular maintenance. However, notwithstanding anything in this Agreement, the Merchant acknowledges that Aurionpro Payments Site, Aurionpro Payments Services, and the Acquiring Bank's Services may not be uninterrupted or error-free or free from any virus or other malicious, destructive or corrupting code, program or macro and Aurionpro Payments and the Acquiring Bank disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of the services for a particular purpose.

17.2 The Merchant also acknowledges that the arrangement between one or more Acquiring Banks and Aurionpro Payments may terminate at any time and services of such Acquiring Banks may be withdrawn. Aurionpro Payments shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, because of loss of data; interruption or stoppage to the Customer's access to and/or use of the Merchant Site, Aurionpro Payments Services, interruption or stoppage of Aurionpro Payments Site, hacking or unauthorized access to the Aurionpro Payments Services, non-availability of connectivity between the Merchant Site and Aurionpro Payments Site, etc.

17.3 In addition, Aurionpro Payments and/or Acquiring Banks shall have no liability for any failure or delay in performing its obligations under this facility if such failure or delay: (i) is caused by the Merchant's acts or omissions; (ii) results from actions taken by Aurionpro Payments or the Acquiring Banks in a reasonable good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on cardholders/accounts; or (iii) is caused by circumstances beyond Aurionpro Payments control.

17.4 Aurionpro Payments shall not be responsible for any losses sustained through (i) the use of counterfeit or stolen bank cards, or stolen devices; (ii) fraudulent electronic transactions; or (iv) quality and service-related claims pertaining to the Merchant services.

17.5 Aurionpro Payments' sole obligation and the Merchant's sole and exclusive remedy in the event of an interruption in Aurionpro Payments Site, or loss of use and/or access to Aurionpro Payments Site, the Acquiring Banks Services, shall be to use all reasonable endeavours to restore the Services as soon as reasonably possible.

18 PROOF OF DELIVERY

The Merchant shall deliver all purchased Products in accordance with the instructions provided by the Customers and as per the terms and conditions of the Merchant accepted by the Customers. The Merchant shall maintain sufficient records evidencing delivery with respect to each Transaction initiated through the Website. The proof of dispatch and delivery of the Product shall be maintained by the Merchant for a period of at least three (3) years from the Delivery Due Date and shall be open to inspection by the Acquiring Bank and/or Aurionpro Payments at all times, subject to reasonable advance written notice. The Acquiring Bank has the right to reverse and/or reject the transaction amount to the Merchant, if the proof of delivery is not provided in accordance with this clause.

Notwithstanding anything contained herein, the Acquiring Bank and/or Aurionpro Payments reserves the right to call for proof of delivery, at any time, before and/or after settlement of the transaction amounts to Merchant's Account and the Merchant agree to comply with such requests forthwith. In the event Aurionpro Payments needs or if a Regulatory Authority or the Acquiring Bank requests that Aurionpro Payments furnish proof of delivery for Products purchased through the Services, Aurionpro Payments will provide the Merchant notice of such request. Following the receipt of such intimation from Aurionpro Payments, the Merchant will use commercially reasonable efforts to provide the proof of delivery so requested within three (3) working days. The Merchant acknowledges that failure to provide such proof of delivery, where applicable, may result in the Chargeback of the transaction and any additional penalties as may be levied on account of such failure to produce the proof.

19 RESTRICTED ACTIVITIES

The Merchant shall ensure that the products sold to the Merchant's customers shall not fall under the list of restricted business activities under any and all applicable laws and regulations, including business activities listed under the **SCHEDULE 2** attached herein below, which may be updated by Aurionpro Payments from time to time and can be found on Aurionpro Payments' Website.

20 FORCE MAJURE

20.1 Neither of the Parties to this Agreement shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder, when such failure or delay is due or attributable to or arises out of, any Force Majeure event, provided a notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period of twenty-four (24) hours of the occurrence of such Force Majeure event.

20.2 If the Force Majeure event continues unabated for an uninterrupted period of thirty (30) days, then the non-affected Party shall be entitled to terminate this Agreement by notice in writing to the other Party, whereupon this Agreement shall stand terminated, in terms of **Clause 11** herein above.

21 NOTICES

All notices, communications, requests to be given or made to any of the Parties hereto shall be in writing. Such notice, communications, requests shall be deemed to have been given or made when it is delivered by hand or facsimile or within four days after it is made dispatched to the addresses stated as below and/or such other address as may be notified by the Party.

For "Aurionpro Payments":

Attention: Legal and Compliance Department

Aurionpro Payment Solutions Private Limited

Address: Synergia IT Park, Plot No. R-270, T.T.C. Industrial Estate, Rabale, Navi Mumbai: 400 701

Email: legalpayments@aurionpro.com

For the "Merchant":

Mr./ Mrs. _____

[Merchant Name]

[Address]

Email: _____

22 AUDIT RIGHT

22.1 Except as required by applicable law, the Merchant shall be solely responsible for:

1.1 compiling and retaining permanent records of all Transactions and other data; and

1.2 reconciling all Transactions information that is associated with its customers.

22.2 The Merchant shall maintain records of such periodical checks in such manner as may be specified by Aurionpro Payments and/or Acquiring Banks. Aurionpro Payments and/or Acquiring Banks shall be entitled to check and audit records and statements of the Merchant to ensure compliance under this Agreement at such intervals or times as Aurionpro Payments and/or Acquiring Bank may deem fit. Such periodical checks and audits shall be conducted by Aurionpro Payments with prior written notice of 15 (fifteen) days.

19.1. The Merchant shall also permit the authorized representatives of Aurionpro Payments and/or the Acquiring Banks to carry out physical inspections of the place(s) of business or other facilities of the Merchant to verify if the Merchant follows its obligations hereunder.

22.3 If the Merchant refuses such inspection or provides inaccurate, untrue, or incomplete information, or fails to comply with the Terms and Conditions of this Agreement, Aurionpro Payments reserves the right to suspend or terminate Aurionpro Payments Services forthwith.

22.4 Aurionpro Payments or Acquiring Bank or the Regulator may either on its own or through third party agencies undertake inspection of the information technology infrastructure of the Merchant to the extent to ensure that the Merchant's information technology infrastructure complies with the applicable law relating to cyber security.

23 MERCHANT SERVICE OBLIGATIONS

23.1 The Merchant shall be solely responsible for:

1. Establishing, hosting and maintenance of its Web site(s) and its connection to the Internet (the " **Merchant Web Site(s)** "), fulfilling all Orders for products and services sold by Merchant to its users on the Merchant Web Site(s) or otherwise, including without limitation transmitting the Merchant's registration information and Transaction data to Aurionpro Payments servers or via Aurionpro Payments' Web Site and ensuring that any data stored or transmitted by the Merchant in conjunction with the Services and for enrolment for the Services is accurate, complete and in the form as requested by Aurionpro Payments, is securely collected and is not corrupted due to the Merchant's systems. The Merchant is also responsible for reviewing the Transactions in its account on a regular basis and notifying PayPal promptly of suspected unauthorised activity through its account;
2. Establishing and maintaining a commercial banking relationship with one or more Financial Institutions. The terms of such relationship shall be determined solely by the Merchant and the Financial Institution;

20. Keeping its login name and password confidential. The Merchant shall notify Aurionpro Payments immediately upon learning of any unauthorised use of its username or password. The Merchant shall be solely responsible for (i) updating its passwords for access to the Services periodically, and (ii) creating passwords that are reasonably "strong" under the circumstances, both in accordance with Aurionpro Payments' requirements.

21. Maintaining commercially reasonable business practices in conjunction with use of the Services, collecting, storing and transmitting its customer data in a secure manner and protecting the privacy of its customer data. The Merchant shall comply with Aurionpro Payments' requests for reasonable action on the Merchant's part, to the extent necessary, to maintain security and integrity of the Services; and
22. Updating to the most current Software version and security updates and patches necessary to properly operate the Services and keeping all Merchant enrolment and payment information current and updated on the Web Site.

23.2 The Merchant agrees to process returns of, and provide refunds and adjustments for, with terms of the Agreement signed with the Customer, the Acquiring Banks instructions and Card Association Rules.

23.3 The Merchant shall ensure that Aurionpro Payments always have sufficient funds of the Merchant to process refunds initiated. Aurionpro Payments shall not be liable to process any refund initiated in the event of insufficient funds.

23.4 The Merchant shall:

- i. maintain a fair return, cancellation or adjustment policy in accordance with type of business;
- ii. disclose its refunds and cancellation policy to Customers at the time of purchase,
- iii. not give cash refunds to a Customer in connection with a card sale, unless required by law, and
- iv. not accept cash or any other item of value for preparing a card sale refund.

23.5 The Merchant is solely responsible for all Customer service issues relating to the Customer Payment Amount, order fulfilment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with its personnel, policies or processes. In performing Customer service, the Merchant will always present itself as a separate entity from Aurionpro Payments.

23.6 The Merchant agrees, and hereby represents and warrants that the Merchant shall (A) use the Services in accordance with the applicable user guides and other documentation; and (B) not use or permit others to use information obtained through the use of the Services for any purpose other than in conjunction with the Services and in a manner described in the documentation for the Services.

24 MERCHANT REPRESENTATIONS AND WARRANTIES

The Merchant represents and warrant to Aurionpro Payments as of the time the Effective Date, and reaffirm to Aurionpro Payments each time a Transaction is initiated during the Term of this Agreement, the following:

a) **Organization.** The Merchant is a corporation, company, limited liability company, unlimited liability company, limited liability partnership, limited partnership, general partnership,

business trust, association or sole proprietorship validly existing and organized in the jurisdiction identified in the Merchant Application.

b) **Corporate Power.** The Merchant represents and warrant that the person executing this Agreement is duly authorized to bind the Merchant to all provisions of this Agreement and that such person is authorized to execute any document and to take any action on behalf of the Merchant which may be required by Aurionpro Payments, now or in the future.

c) **No Litigation.** There is no action, suit, or proceeding pending, or to the Merchant's knowledge, threatened which if decided adversely would impair the Merchant's ability to carry on its business substantially as now conducted or which would adversely affect its financial condition or operations.

d) **Transactions.** All Transactions are bona fide. The Merchant will not submit unlawful or illegal Transactions. The Merchant shall have express written consent from all its Customers to share all Customer information, Cardholder data and Transaction information that Aurionpro Payments need access to regarding the Service.

e) **Compliance with Laws and Operating Regulations.** The Merchant shall comply with all Laws and the Operating Regulations, as the same may be amended or changed from time to time.

f) The Merchant represents, warrants and declare that it is not engaged in any business which is outlined in the list of negative line of business and shall not during the term of the Agreement indulge in business stated in the list of negative line of business.

25 MISCELLANEOUS

25.1 **Mutual Representation:** Each Party represents and warrants to the other that: (a) it has all the requisite legal power and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) it shall from time to time, use all commercially reasonable efforts to obtain consent(s), approval(s), order(s) or authorization(s) of, and/or registration(s), licenses, declaration(s) or filing(s) with, any court(s), administrative agency(ies) or commission(s) or other governmental authority(ies) or instrumentality(ies), which are required in connection with the execution, delivery or performance of this Agreement; (c) obligations hereunder constitute legal, valid, binding, and enforceable obligations; (d) shall remain certified Payment Card Industry Data Security Standard (PCI DSS) during the term of this Agreement; and (e) shall not store Customer card credentials within its database or the server except for the limited purpose of transaction tracking for which, required credentials may be stored in compliance with the applicable standards.

25.2 **Independent Agreement:** Each Party will conduct itself under this Agreement as an independent contractor and not as an agent, partner, joint venture or employee of the other Party. Nothing contained in this Agreement will be deemed to form any partnership or joint venture whatsoever between the Parties.

25.3 **Waiver:** Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial

exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

- 25.4 **Severability:** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavour in good faith to agree to such amendments as will preserve, to the extent possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable law.
- 25.5 **Survival:** The Clauses of this Agreement, which by their nature are intended to survive the term or termination of this Agreement, shall remain in effect after such term or termination.
- 25.6 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes all prior written or oral agreement between the Parties with respect to such subject matter. This Agreement may not be amended, except by a writing signed by both the Parties.
- 25.7 **Assignment:** Aurionpro Payments shall be entitled to cede, assign and/or transfer any of its rights or obligations in terms of this Agreement to any third party without the prior written consent of the Merchant first being had and obtained.
- 25.8 **Signs and Advertising:** Subject to the Operating Regulations, the Merchant will prominently display at its place of business as well as on its website Aurionpro Payments emblems and other promotional material and literature provided by Aurionpro Payments. The Merchant may, subject to prior written consent of Aurionpro Payments, use Aurionpro Payments Brand service marks or design marks in its advertisements and promotional materials.

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED, ON THE DAY AND YEAR HEREIN ABOVE FIRST WRITTEN, BY THEIR AUTHORIZED REPRESENTATIVES SIGNED BELOW.

For Aurionpro Payment Solutions Private Limited	For _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____

SCHEDULE 1: SERVICES AND AURIONPRO PAYMENTS FEES

Aurionpro Payments will charge commission on transactions modes of payments such as Credit Cards, Debit Cards, Net Banking and Online Wallets. Aurionpro Payments Fees can be revised from time to time as per mutual agreement between the Parties to this Agreement.

Aurionpro Payments Services -Payment Gateway and Auto collect

Part – 1

Particulars	Charges + Platform Fees
Setup Cost - One Time Integration Charges and Annual Maintenance Cost	
Debit Cards	
Credit Cards	
Prepaid Cards	
Commercial Cards	
Net Banking	
UPI	
Wallet	

(i) The Settlement Amount shall be settled to the Merchant in case of:

- Card Transactions - T+1 bank working days,
- Net Banking – T+2 bank working days,
- UPI – T+1 bank working days,
- Wallets – T+2 bank working days

(ii) Applicable goods and service taxes extra as per government of India regulations

(iii) Rest Payment mode as per the commercial Agreement.

SCHEDULE 2: RESTRICTED MERCHANT CATEGORY

RESTRICTED MERCHANT CATEGORY

A merchant shall not use AuroPay services to accept payments connected with the following businesses and business activities:

- Virtual currency, other cryptocurrencies and tokens (that can be monetized, resold, converted, traded into physical/digital goods & services outside the virtual world)
- Prevented Drugs, prevented Drug equipment & Drug test prevention aids, Narcotics or Steroids
- Illegal substances and products
- Miracle Cures
- Forex & Currencies, Stamps and coins
- Items or Downloads that infringe or violate Copyright, Trademark, Right of publicity or privacy or any other proprietary right under the laws of any jurisdiction
- Human remains and body parts
- Firearms, weapons or Ammunitions
- Counterfeit products and Replica Goods
- Unauthorized copyright media and software
- Merchants involved with bestiality, rape, hate, violence, or incest
- Child abuse imagery and child pornography
- Hacking and cracking materials
- Fake credentials, fake academic papers, etc.
- Gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.
- Stolen goods including digital and virtual goods
- Tobacco, e-cigarettes and Alcohols
- Fireworks & Hazardous materials
- Medical consultation
- Immigration/Visa passport
- Cyber lockers
- Files sharing and storage
- Associated with purchases of annuities or lottery contracts, lay-away systems, offshore banking or transactions to finance or refinance debts funded by a credit card
- Escort Services, Adult Contents & entertainment, Pornographies & Sexually Oriented Materials or Services
- Pyramid or Ponzi Schemes, Matrix Programs and other “Get Rich Quick” Schemes and Investment Schemes
- Ticket brokers
- Gold bars and precious metals/materials
- Extended warranties
- Telemarketing companies that solicit orders primarily with outbound telephone calls, facsimile or email. Includes “Up-Sellers.”

- **3rd party/aggregation**
- **Collection agencies**
- **Payday lenders**
- **Credit repair companies**
- **Loan modification**
- **Government loans**
- **Items that promote hate, racism, religious persecution and offensive content**
- **Items encouraging illegal activity**
- **Associated with the sale of traveller's cheques or money orders**
- **Provide certain credit repair or debt settlement services, credit transactions or insurance activities**
- **Companies primarily engaged in the sale of coupons, certificates, prepaid, gift cards and stored value cards**
- **Any such activities that are restricted or prohibited under the applicable laws, rules, regulations, notifications or guidelines issued by the government or the regulatory authority within the jurisdiction.**

If the Merchant is not sure whether your business falls into the Restricted Business category, feel free to contact Aurionpro Payments. Aurionpro Payments team will take every aspect of the Merchant into consideration in order to make the right decision.

Note: Aurionpro Payments and its payment processing partners reserves the right to amend, change or add to the above listed underwriting tiers and underwriting terms and conditions at any time without notice. The payment processing partners within its sole discretion reserves the right to decline any application at any time for any reason.

SCHEDULE 3: KYC PROCESS

KYC Process shall be communicated to the Merchant via email and the Merchant shall adhere to the shared Checklist and facilitate the required documents and information.

SCHEDULE 4: Bank Account details of the Merchant or Remittance Details

Included as part of the on boarding file.

Settlement Bank Account Details	Beneficiary Name	
	Branch IFSC Code	
	Account Number	
	Re-Enter Account Number	
	Branch Address	

SCHEDULE 5: SERVICE LEVEL AGREEMENT (SLA)