

General Terms and Conditions - Merchant AGREEMENT

THIS AGREEMENT stands effective from the day You accept the Terms and Conditions mentioned below, by signatory of authorized at all page the end of this pages or Accept the terms as applicable on the Form. You, being either an individual, (herein after referred to as "Merchant" which expression shall unless repugnant to the context or contrary to the meaning shall include all its permitted assigns and successors) intend to get into an agreement with Mpay Recharge Online Services (India) subsidiary firm of M-group, having its registered office at supasi veraval gir somnath pin-362265, India (hereinafter referred to as "Mpay Recharge Online") and Mpay Recharge, a company incorporated under the provisions of partnership firm and having its Corporate Office at veraval vinayak plaza-1 Gir somnath-362265 and (hereinafter referred to as "Mpay Recharge" or "Company", which expression shall unless repugnant to the context or contrary to the meaning shall include all its permitted assigns and successors). "Merchant" and Mpay Recharge are hereinafter collectively referred to as "Parties" and separately as "Party".

PREAMBLE

- A. Mpay Recharge is a payment service provider operating and facilitating e-wallet system, branded as Mpay Recharge Wallet ("Mpay") which allows end customers to make payments using Mpay for products or services bought at the Merchant's retail outlet (herein after referred to as Retail Outlet).
- B. Mpay Recharge Online is acting as a facilitator for Mpay Recharge in representing Mpay Recharge before Merchants and is acting as confirming party in this Agreement.
- c. Merchant wishes to accept payments from Mpay Customers, for products or services purchased/availed by them at the Retail Outlet.

PARTIES HEREBY AGREE TO THE BELOW TERMS:

DEFINITIONS:

- 1.1 "Agreement" means this Merchant Agreement executed between Parties including any annexures thereof and the Merchant Processing Application Form attached herewith.
- 1.2 "Authentication" means the process by which a customer authenticates a transaction by providing a One Time Password (OTP).
- 1.3 "Bank Account" means the designated bank account of the Merchant (if any).
- 1.4 "Bank Transfer Charges" means, with respect to every transfer of balance from the Mpay of the Merchant to any bank account of the Merchant or in case where the Customer Charge is settled in the Bank Account of the Merchant by Mpay Recharge, applicable charges of Mpay Recharge for providing transfer services to the Merchant.
- 1.5 "Chargeback" means any customer claim where the Customer refutes any transaction made on account of a fraudulent activity on Customers wallet.
- 1.6 "Confidential Information" means any documents, data, or information related to the Mpay Recharge's business that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and technical know-how; (c) business information, including but not limited to operations, planning, marketing interests, and services disclosed by Mpay Recharge to the DSA: (d) personal information/data of any customers (e) all information or data which DSA has access in connection with performance of the present Agreement, whether before or after execution of the present Agreement (f) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable.
- o 1.7 "Customer" means any person holding a valid Mpay Recharge Wallet and who desires to purchase Services or Products from the Merchant and makes payment for the same using his Mpay Recharge Wallet or any person who desires the Merchant to load his Mpay and pays the Merchant for the same, in cash.
- 1.8 "Customer Charge" means the sale price of the Product / Service purchased or availed by the Customer plus all other taxes, duties, costs, charges and expenses in respect of the Product / Service that are to be charged to the Customer's Mpay.
- 1.9 "KYC" means the complete list of documents of the Merchant as prescribed by Mpay Recharge, that are required to be submitted by the Merchant at the time the Merchant desires to become a KYC Merchant of Mpay Recharge.
- 1.10 "Load Money" means the process of loading the Mpay of any Customer with monies from the OW of the Merchant.

- 1.11 "Load Money Transaction" means every demand of the Customer to the Merchant, which results in Load Money by the Merchant to the Customer's Mpay.
- 1.12 "Merchant Processing Application Form" means the binding form filled up by the Merchant.
- 1.13 "Mpay Recharge Services" shall mean appropriate payment platform provided to Merchant, developed and deployed by Mpay Recharge for the purposes of enabling payment transactions by the Customers to Merchant.
- 1.14 "Product" means a tangible commodity/product manufactured, marketed, distributed or sold at the Retail Outlet, by the Merchant, to Merchant's Customer(s), the payment for which is to be made through the Customer's Mpay.
- 1.15 "Refund" any full or part payment, which the Customer refuses to honour or demands a refund of because the Product/services purchased from the Merchant was not as they were promised or were defective, deficient, incomplete and/or unsatisfactory for any reason whatsoever or if any customer order was cancelled by the customer.
- 1.16 "Settlement Account" is the Mpay Recharge wallet or Bank Account (as designated by the Merchant) of the Merchant in which all the Customer Charge is settled by Mpay Recharge.
- 1.17 "Service" means any service that Merchant offers to provide at the Retail Outlet and that is availed of by the Customer, the payment for which is to be made through the Customers Mpay.
- 1.18 "Transaction" means every demand of the Customer to the Merchant, which results in the supply of Product or provision of Service by Merchant to the Customer.

Integration:

- 2.1 Mpay Recharge has agreed to integrate Merchant with Mpay Recharge's payment platform, which is Mpay Recharge Wallet App, wherein the Merchant can create a Merchant Mpay wherein a login id and password will be generated, in order to enable the Merchant to accept payments for the products/services being sold at the Retail Outlet by using Mpay Recharge's payment platform Mpay Recharge Wallet. Process of Transactions will take place as per Process flow and guidelines specified in Annexure- A.
- 2.2 The Merchant will ensure the safety and confidentiality of its login id and password and shall keep Mpay Recharge indemnified in case of misuse of the same.
- 2.3 The Merchant covenants to follow all the terms, conditions and usage guidelines of Mpay Recharge Wallet App.
- 2.4 The Merchant understands that Mpay Recharge Wallet App is a proprietary of Mpay Recharge and the ownership of the same shall vest solely in Mpay Recharge.
- 2.5 Mpay Recharge reserves the right to suspend/delete the Merchant's Mpay without notice in case of suspicion of any fraud/abusive transaction, non usage of the Merchant's Mpay for a period of 2 months or in case of any misconduct or deviation by the Merchant from the terms and conditions prescribed by Mpay Recharge. The balance amount remaining in the Merchant's Mpay in case of such suspension shall stand forfeited.

• Licenses/ Permissions:

- 3.1 All legal formalities such as obtaining the trade license, all or any permission under any statute or by law or rules of governmental or local bodies etc., compliance with the local municipal laws shall be complied with and carried out by the Merchant at its own cost and responsibility and Mpay Recharge shall be fully absolved of any non-compliance of the same.
- 3.2 Merchant understands that obtaining approvals or consents, whatsoever, required for performance of its obligations and effective implementations of various terms and conditions under the present Agreement under the applicable laws of the land, either as condition precedent or during subsistence of the present Agreement, is sole responsibility of the

Merchant and under no circumstances; it may be deemed to be the responsibility of Mpay Recharge to obtain any such approvals or consents.

COMMERCIALS:

- 4.1 Registration Fee: At the time of signing this Agreement the Merchant agrees to pay to the Mpay Recharge a Registration Fee as mentioned in the Merchant Processing Application Form, towards registration charges of the Merchant with Mpay Recharge. The same shall be deemed as fully earned and shall be deemed as non-refundable once remitted to Mpay Recharge. Mpay Recharge may transfer a percentage of the Registration Fee to the Mpay of the Merchant at its discretion.
- 4.2 On every successfully Authenticated Transaction the Customer Charge shall be settled in the Settlement Account of the Merchant on a T+1 basis.
- On every transfer of balance from the Mpay of the Merchant to any bank account of the Merchant or in case the Settlement Account of the Merchant is Bank Account, Mpay Recharge and Merchant agrees that a certain percentage / fixed fee Bank Transfer Charges as mentioned in the Merchant Processing Application Form, shall be payable to Mpay Recharge by the Merchant. Mpay Recharge shall deduct the applicable Bank Transfer Charges and transfer the remainder balance to the Bank Account of the Merchant.
- The Commercials are subject to revision from time to time, at the sole discretion of Mpay Recharge.
- o Both Parties shall bear their own cost of any obligation imposed upon them under the applicable law of the land with respect to any taxes or similar items in connection with this Agreement.

PAYMENT THROUGH MPAY RECHARGE WALLET:

Merchant acknowledges that Mpay Recharge acts as an intermediary and enables the customer to make payment at the Retail Outlet, by using Mpay Recharge wallet. Customer Charges to be charged by Merchant shall be inclusive of all taxes and miscellaneous charges and shall be uniform to all Customers.

PROOF OF TRANSACTION:

In the event of any customer dispute, the Merchant shall forward the authentic invoice of any customer order to Mpay Recharge as and when requested, not later than 48 hours from the time of communication. Invalid transaction: A transaction may be invalid and may be charged back if:

- 6.1 Authorization of transaction was declined for any reason by the Customer and the same was processed.
- o 6.2 It is for any reason unlawful and unenforceable;
- 6.3 If it is not processed as per the operating guide or any other term of Mpay Recharge wallet Process flow.
- 6.4 In case the transaction has been declined from Mpay Recharge, however, the amount has been deducted from the Customer's Mpay due to reasons attributable to Mpay Recharge then Mpay Recharge will keep Merchant indemnified against any or all action instituted by the Customer against it due to such deductions.

ADVERTISING AND PROMOTION:

- o 7.1 Merchant shall not advertise or use in advertising or any other form of promotion, the Brand name "MPAY RECHARGE™" without the appropriate trademarks and/or copyright notice, specifying Mpay Recharge's claim for registrations of the marks.
- 7.2 The Merchant shall take prior written approval of Mpay Recharge for conducting any advertising campaign.

- 7.3 Unless otherwise expressly specified by Mpay Recharge in writing, all marketing and promotional materials shall always be procured by the Merchant directly from Mpay Recharge.
- 7.4 Merchant shall display prominently at the Premises, Mpay Recharge's brochures and/or other publicity material provided to it by the Mpay Recharge.
- 7.5 Mpay Recharge or its agents shall at all reasonable times have the right to entry and inspect the Retail Outlet.
- o 7.6 The Merchant agrees to participate in initiatives that Mpay Recharge may announce from time to time, such as new customer acquisition activities including those assisted by a promoter funded by Mpay Recharge, in customer promotional campaigns, in Merchant-get-Merchant campaign and other forms of Merchant loyalty programs etc.
- Representations and Warranties:

Merchant hereby represents that:

- 8.1 It has the full authority and power to enter into, execute and deliver this Agreement and to carry out and perform the services contemplated under this Agreement.
- 8.2 The execution by Merchant of this Agreement constitutes legal, valid and binding obligations on DSA.
- 8.3 The execution, delivery and performance of this Agreement will not violate any order, judgement or decree against or binding upon Merchant.

COVENANTS OF Merchant:

- 9.1 The Merchant warrants that it has the full right and/or authority to offer the applicable Products and/or Services at the Retail Outlet and has necessary licenses and approvals from the government or any regulatory body. The Merchant shall bear and be responsible for the payment of all sales, octroi, customs and/or other relevant taxes.
- 9.2 Merchant will at all times, display the logo and other such trademarks of Mpay Recharge that may be mutually agreed at the Retail Outlet.
- 9.3 The Merchant shall provide KYC to Mpay Recharge at the time it desires to become KYC Merchant of Mpay Recharge.
- 9.4 The Merchant covenants with Mpay Recharge that all the promotional/advertising schemes which may be introduced by Mpay Recharge will have to be duly honored by the Merchant
- 9.5 Merchant assures, undertakes and guarantees that the products and services as detailed as Prohibited items in Annexure-A shall not be sold from the Retail Outlet.
- 9.6 The Merchant is solely responsible for all Customer service issues relating to the Transaction, Products sold at the Retail Outlet, including but not limited to Customer Charge, order fulfilment, order returns, refunds, exchanges and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with its personnel, policies or processes and the Merchant shall bear any and all expenses and/or costs relating thereto.
- 9.7 The Merchant shall not conduct any unlawful transactions like cash out etc. using Mpay Recharge Services.

• MPAY RECHARGE'S COVENANT:

Mpay Recharge will authenticate each transaction and confirm to the Merchant on acceptance and decline. Mpay Recharge's Mpay integration follows standard industry uptime. When informed by Merchant of any outage, downtime, it will ensure resumption of its services on a best effort basis.

DELIVERY, REFUND AND CHARGEBACK:

- 11.1 The Merchant shall provide the Products or Services to the Customer only upon transaction confirmation from Mpay Recharge to the Merchant.
- 11.2 Mpay Recharge shall not be responsible for any Transactions that have not been confirmed by Mpay Recharge Wallet.
- 11.3 All disputes relating to quality of Services/Products etc. shall be sole liability of the Merchant.
- 11.4 In case of a 'Chargeback', or repudiation of any transaction by a Customer, Mpay Recharge will suspend the Customer's wallet from the time such claim is reported to Mpay Recharge. This is the sole and exclusive remedy available to the Customer through Mpay Recharge.
- o 11.5 Any Refund request by any Customer shall be as per Merchant's policy. Merchant shall not give any cash refunds to the Customer. In case a refund request is accepted by the Merchant, the Merchant shall send a report of refund (in the specified format provided by Mpay Recharge), thereafter Mpay Recharge shall conduct its investigation and in case the request is found to be valid/lawful, Mpay Recharge shall refund the Customer Charge to the Mpay of the Customer. Mpay Recharge shall thereafter settle the refund amount with the Merchant in future transactions made by the Merchant.

DATA PROTECTION:

Merchant shall always endeavor to keep all data related to transaction under this Agreement secure and will follow industry practice and any guidelines issued by any regulatory authority from time to time. As part of data security obligations Merchant shall not store Mpay Recharge Wallet authentication information (PIN/ OTP). The Merchant acknowledges and agrees not to store the Mpay Recharge Wallet credentials of the Customer in any form including without limitation by creating logs

INTELLECTUAL PROPERTY RIGHTS:

- 13.1 Each Party shall own all intellectual property rights in respect of their respective services, software, including any literature, manuals, reports, research papers, data, flow charts, drawings, and any related patents, trademarks, logos and service marks, registered or non-registered or applications for any of the foregoing.
- o 13.2 Either Party hereby grants to the other Party a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of other Party solely in connection with purpose of the Agreement. Merchant shall prominently display marketing materials if so requested by Mpay Recharge. Any usage shall be in compliance with such approval and policies as may be notified from time to time.

TERM and TERMINATION:

- o 14.1 This Agreement shall remain valid unless either Party terminates this Agreement for any reason whatsoever by providing an advance notice of 30 days. Notwithstanding anything contained herein, in the event either Party breaching any of the terms of this Agreement and fails to cure the breach within 30 days of intimation, then the other Party shall have the right to terminate this Agreement forthwith.
- o 14.2 Mpay Recharge reserves the right, at its sole and absolute discretion, to disconnect or suspend this arrangement to the Merchant without explanation and without notice, should the Merchant not fulfill any of his obligations herein or should Mpay Recharge suspect that the Merchant is not acting in good faith or should any fraudulent activity be suspected or for any reason whatsoever.

CONSEQUENCES OF TERMINATION OF AGREEMENT:

- 15.1 Any termination of this Agreement shall be without prejudice to any accrued rights and liabilities herein and to any obligations expressed to continue or take effect after termination.
- o 15.2 On termination of this Agreement by either Party for any reason:
 - 15.2.1 All amounts accrued and payable shall become immediately due and payable. Neither the termination nor expiration of this Agreement shall release either Party from the obligation to pay any monies that may be owing to other Party or operate to discharge any liability that had been incurred by either Party prior to any such termination or expiration;
 - 15.2.2 Merchant shall forthwith return to the Mpay Recharge such equipment, originals and any copy of any software, books, documents, records, papers and materials of Mpay Recharge in its possession.
 - 15.2.3 Merchant will immediately cease holding itself out as a Merchant to Mpay Recharge and shall remove all signs, names, insignia, advertisements and/or any other material which identifies it as part of the network of Mpay Recharge and shall return to Mpay Recharge all literature and other material relating to Mpay Recharge in its possession;

GENERAL:

- o 16.1 The Parties agree that any information received by the other Party during the term of this Agreement or arising from this Agreement shall be treated as Confidential Information. Parties agree to maintain the confidentiality of the Confidential Information and to protect all portions of the other Party's Confidential Information by preventing any unauthorized disclosure, copying, use, distribution, or transfer of possession of such information. Dissemination of Confidential Information by each Party shall be limited to those employees with the need to such access for the advancement of the goals anticipated under this Agreement.
- 16.2 Mpay Recharge disclaim all warranties, express or implied, written or oral, including but not limited to warranties of Merchantability and fitness for a particular purpose. Merchant acknowledges that Mpay Recharge services may not be uninterrupted.
- 16.3 Merchant agrees to cooperate with Mpay Recharge and provide all transaction related details in the event of any government or statutory, or RBI audit.
- o 16.4 Either Party hereby undertakes and agrees to indemnify, defend and hold harmless the other Party including their officers, directors and agents from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly from breach or non-performance by such Party of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement.
- O 16.5 Without prejudice to any other provisions of this Agreement, Mpay Recharge, the Facility Providers and the Acquiring Banks shall not be liable to Merchant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with Mpay Recharge's Website and services, the facility providers facilities and the Acquiring Bank's Services and/or this Agreement, including without limitation any i) Loss of data; ii) Interruption or stoppage to the Customer's access to and/or use of the Mpay Recharge's Website and services and the Payment Mechanism; iii) Any consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings arising out of the performance of the Services or otherwise. Mpay Recharge's liability in contract, tort or otherwise howsoever arising out of or in connection with this Agreement shall not exceed, in total, the value of Transaction amount per claim.
- 16.6 Nothing in this Agreement shall be construed as to create the relationship of employeremployee, partners, collaborators, joint-venture or principal-agent between the Parties hereto. The Parties shall be independent contractors and neither Party shall bind the other by its acts, deeds or omissions.

- o 16.7 This Agreement supersedes all previous negotiations, writings, commitments or agreements, either oral or written, between the Parties hereto. Mpay Recharge may amend, modify or substitute any terms and conditions of this Agreement and/or any charges and the same shall be duly notified to the Merchant.
- 16.8 This Agreement shall be construed in accordance with the laws of India and the Parties submit to the exclusive jurisdiction of the Courts at New Delhi, India.
- o 16.9 The Parties therefore agree that Mpay Recharge shall be entitled to obtain injunctive relief, or any other restraining or any other appropriate order against the Merchant in the event of any threat or disclosure of Confidential Information.
- o 16.10 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.
- 16.11 Failure or delay on part of either Party to enforce any provision(s) of this Agreement at any point of time shall not be construed to be a waiver by such Party of such rights thereafter to enforce each and every provision of this Agreement.
- o 16.12 All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the Party being served at its registered office or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.
- 16.13 This Agreement may be executed in any number of counterparts, each of which, when
 executed and delivered, shall be deemed to be an
 together shall constitute one document.

Annexure - A: Process Flow:

Transaction Guidelines

- 1. Merchant shall not split a single sale into more than one transaction.
- 2. Merchant must not process a transaction after receiving decline response (Exception: System failure for that transaction, Transaction time-out, Customer Request to reprocess)
- 3. Merchant shall stop processing Mpay Recharge Wallet Transaction as soon as Mpay Recharge tells Merchant to do so.
- 4. Merchant shall not give cash refund for an Mpay Recharge Wallet purchase and any refund must go back to the same wallet holder for the purchase transaction through Mpay Recharge as per the Mpay Recharge Wallet Refund process.
- 5. The wallet transaction must not be a payment for goods or services that violates a law that applies to Merchant or the wallet holder or for goods and services outside the description of Merchant's business;
- 6. Merchant shall not attempt to levy service charge for use of wallet and must not attempt to set minimum transaction limits for transaction for the use of Mpay Recharge wallet.
- 7. The wallet transaction must be made according to the Process flow (Annexure -A); Merchant shall process transaction as per the relevant guideline provided by Reserve Bank of India applicable on Prepaid Payment Instrument (PPI) and any other law/rule /guideline/direction applicable on PPI for the time being in force.

Prohibited Items

- Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services;
- Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne;
- Body parts which includes organs or other body parts;
- Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (Spam);
- Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
- Child pornography which includes pornographic materials involving minors;
- Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection;
- Copyrighted media, which includes unauthorized copies of books, music, movies, and other licensed or protected materials;
- Copyrighted software, which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;
- Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods;
- Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
- Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
- Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction;
- Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content;
- Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles;
- Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
- Illegal goods, which includes materials, products, or information promoting illegal goods or enabling illegal acts;
- Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes;
- Offensive goods, which includes literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred;
- Offensive goods, crime that includes crime scene photos or items, such as personal belongings, associated with criminals:
- Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a licensed medical practitioner;
- Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances;
- Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications;

- Securities, which includes stocks, bonds, or related financial products;
- Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products;
- Traffic devices, which includes radar detectors/hammers, license plate covers, traffic signal changers, and related products;
- Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
- Wholesale currency, which includes discounted currencies or currency, exchanges;
- Live animals;
- Multi-Level marketing collection fees;
- Matrix sites or sites using a matrix scheme approach;
- Work-at-home information;
- Drop-shipped merchandise;
- Collecting and effecting / remitting payments directly /indirectly outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals
- Any product or service, which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the all laws of India

Witness 1	
Signature	
Name Address	
Witness 2	
Signature	:
Name	:
Address	: