



Terms and Conditions - Merchant Acquiring

The Bank and the Merchant shall hereinafter be individually referred to as "**Party**" and collectively referred to as the "**Parties**".

1. DEFINITIONS:

The terms set forth in this T&C, when used either in singular or plural forms, are defined to mean, unless the context otherwise requires, the following:

- a. "**Authorization**" shall mean the process by which the Bank confirms to the Merchant whether the Valid Card of the Cardholder has the required credit limit/funds (as the case may be) to make payments for the transaction with the Merchant, as more particularly described in Clause 5 hereunder.
- b. "**Bank**" shall mean Bandhan Bank Limited, a company incorporated under the provisions of Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at DN-32, Sector-V, Salt Lake City, Kolkata-700 091 and corporate office at Floors 12-14, Adventz Infinity@5, Sector V, Salt Lake City, Kolkata - 700091 (WB).
- c. "**Cardholder**" shall mean a person holding a Valid Card.
- d. "**EDCT**" shall mean point of sale Electronic Data Capture ("EDC") Terminals, printers, other peripherals and accessories, including pin cards and necessary software to run the devices in respect of or in connection with or with regard to all the EDC devices/terminals owned by the Bank and installed at the Merchant's Premises in accordance with this T&C.
- e. "**Equipment**" shall mean the EDCT including any replacement, modifications, enhancement and/or additions as the Bank thinks fit.
- f. "**Floor Limit**" shall mean the amount specified for a single transaction above which authorization is required from the Bank/ its Service Provider authorized to act on behalf of the Bank..
- g. "**Merchant**" shall mean the Merchant identified as such in the Application Form, who is desirous of availing the EDCT and the Systems from the Bank.
- h. "**Merchant's Account**" shall mean the current account opened by the Merchant with the Bank;

- i. **"Promotional Material"** shall include all posters, stickers, brochures, decals, take-ones, signage, advertisements and other material, which is used to promote the payment processing services of the Bank.
- j. **"System"** shall mean EDC technology and overall equipment/hardware including overall technical addition and subtraction.
- k. **"Business Hours"** shall mean the usual business hours of the Merchant.
- l. **"Transaction Amount"** shall mean the amount payable by the Cardholder on the transactions offered by the Merchant as per the invoice issued by the Merchant and printed on the sales receipt of the EDC terminal, inclusive of all sales tax, octroi, service tax, and such other statutory dues/levies that may be applicable and imposed.
- m. **"Terminal Sales Record/Terminal Receipt"** shall mean the receipt produced by the EDCT on completion of authorization of a Valid Card transaction containing such details as may be specified by the Bank from time to time.
- n. **"Valid Card"** or **"Card"** shall mean an unexpired credit or debit card issued by any institution designated to issue a Visa, existing MasterCard, Visa Electron or a Maestro or Rupay or other card as may be specified by the Bank from time to time, provided that the card is not listed in a current warning or restricted card bulletins or notices and bears the signature of the person in whose name the card is personalized.

2. MASTER CARD AND VISA CARDS/RUPAY CARDS/OTHER CARDS

The following shall apply in respect of each and every transaction involving payments by means of a Valid Card" shall be construed accordingly.

2.1 Honour Master Card/Visa Cards/Rupay Cards/Other Cards: The Merchant shall honour every valid, unexpired Card when properly presented for payment from Cardholders for all transactions. The Merchant shall not engage in acceptance practices or procedures that discriminate against, or discourage the use of Master Card/ Visa Card/Rupay Cards/Other Cards in favor of any other competing card brand that is not acceptable. The Merchant shall also not prefer, or indicate that they prefer a Master Card /Visa Card/Rupay Cards/Other Cards issued by a particular Institution.

2.2 Unacceptable Cards:

The Merchant shall not complete a transaction if:-

- a) The Card has expired or is not yet valid; or
- b) The Card can only be used overseas; or the Card has restrictions on its use in India.
- c) The Bank has advised to decline the Card after authorisation checking.
- d) The card is found to be counterfoil or altered after verification by the Merchant.
- e) For cards which necessitate the verification of PIN by the customer on the EDC, and where such PIN verification cannot be initiated or completed or validated by the Cardholder.
- f) The 4 pre-printed digits on the card do not match with the first 4 embossed/indent-printed numbers on card and/or the first 4 digits of the card number shown on the EDC, when swiped.

- g). The Cash@POS facility is made available at merchant establishments designated by the acquirer banks (i.e. the banks that deploy the PoS terminals) post due diligence check. The designated merchant establishments have to clearly indicate / display the availability of this facility along with the charges, if any, payable by the customer:

2.4 International Cards/Export Transactions:

In case of acceptance of Valid Cards from foreigners, the Merchant agrees to verify the identity of the Cardholder with his valid passport and note the passport number, country of issuance of passport and local address of the Cardholder and keep it for records along with a copy of the Terminal Receipt.

- 2.4.1. The Bank shall endeavor that the settlement of transaction proceeds is carried out as per timelines defined industry wide and any delay due to unavoidable circumstances, should be intimated to the Merchant.

2.5 Account Number Information:

The Merchant shall not sell, purchase, provide or exchange a Cardholder's name or Master Card/Visa/Rupay account number information in the form of imprinted Sales Slips, carbon copies of reprinted Sales Slips, mailing lists, EDC audit trail, tapes or other media obtained by reason of a Master Card/Visa Card/Rupay Card/Other Card transaction to any third party other than its master Card/Visa Card /Rupay Card/Other Card acquiring member (the Bank), to Master Card/Visa/Rupay, or pursuant to a government/ statutory or competent body's request. Further, the materials containing card account information must be made unreadable and unusable before they are discarded in an approved manner.

3. INSTALLATION OF EDC

The Bank may request the Merchant to install at the Merchant's Premises the EDCT(s) and such related accessories and software (collectively, the "Equipment" which expression shall include any replacement, modifications, enhancement and/or additions to the Equipment) as the Bank thinks fit:

- i) Where the Merchant is the owner of the Premises:

The Merchant hereby expressly agrees and consents to the installation of the Equipment at the Premises to enable the processing of payment transaction made by Valid Card.

OR

- ii) Where the Merchant is a lessee, or licensee, and not the full owner of the Premises:

The Merchant has obtained all necessary permission/s from all concerned to permit the Bank or its authorised service provider to install the Equipment at the Premises to enable the processing of payment transactions made by Cardholders.

4. OPERATION OF EDC(S)

In all cases, where the Bank or its authorized service provider has delivered and installed the EDCT(s) at the Merchant's Premises, the Merchant will:

- Operate the Equipment only in accordance with and comply with such instructions as the Bank may give the Merchant from time to time.

- Be responsible for the cost of any electricity consumed by the Equipment and for any telephone and/or data line charges payable in connection with it.
- Not alter or otherwise tamper with the programme or components in the Equipment. The Merchant would also not remove or relocate the Equipment and report promptly to the Bank any fault or suspected fault in the operation of the Equipment
- Ensure that all times during ordinary Business Hours at least two members of the Merchant's staff (a sales person and a supervisor) who have been trained to operate the Equipment are available.
- Except with the Bank's express consent, not permit any removal of, interference with or addition to the Equipment or any markings thereon.
- Keep strictly confidential all information received from Bank in connection with the System and will disclose the same only to those of its staff who require this information for the purpose of the operation of the Equipment and the use of the System. The Merchant shall take all necessary steps to ensure that its staff are aware of such confidentiality obligations and in particular but without limitation, will maintain strict security measures with respect to the encryption and terminal initialization, and the procedures affecting the use of the system.
- Not permit a third party to use the Equipment for any purpose without the prior written consent of the Bank.
- Take all necessary precautions included in but not limited to those outlined in this section regarding confidentiality and security of Card Account Number information.
- Neither Key-enter the card details, nor submit as a paper transaction or attempt to use in offline mode on the EDCT ANY Debit Card.
- Have the option of allowing the Cardholders of converting the swiped transactions/payments into equated monthly installments at the EDCT.

5. AUTHORISATION

- 5.1. The Merchant shall obtain authorisation through the EDCT for every transaction. In the event of a network outage or if the EDCT cannot be used for an online transaction for any reason, the Merchant shall obtain authorization from an authorisation centre at the Bank (or its authorized service provider) and complete the transaction in off-line mode, only after swiping the Card , and keying-in the correct authorisation code thus obtained. As and when offline transactions are enabled by the Bank, the Merchant shall use their best efforts, by reasonable and peaceful means:
- a) To retain a Card while making an authorisation request; and
 - b) To comply with the advice/ instructions given by the authorisation centre.

Further, the Merchant should also obtain authorisation from the authorisation centre of the Bank (or its authorized service provider) before completing an offline transaction if:

- i) The amount of a charge or series of charges incurred on a card in a single day/ specified period exceeds the cap limit as decided and advised by the Bank from time to time;
- ii) The Merchant believes that the Card may be counterfeit or lost or stolen;
- iii) There are suspicious circumstances surrounding the presentation or proposed transaction;
- iv) The Card presented is not signed or is expired or is not yet valid;
- v) The Card is not present.

5.2. Unacceptable Transaction:

The Merchant shall not process or deposit transactions with the Bank for any other third party Merchant establishment who may or may not be a Merchant with the Bank. The Merchant will also not give cash advance to Cardholders by showing the transaction as a sales transaction.

5.3. The Floor Limit(s) shall be zero for all transactions unless advised by the Bank from time to time and where the Floor limit is not zero, the Merchant shall check the latest Combined Recovery Bulletin(warning bulletin), as displayed before completing the transaction.

5.4. Minimum or Maximum Transaction Amount

The Merchant shall not require, or post signs indicating that they require, a transaction amount below or above which the Merchant shall refuse to honour an otherwise valid MasterCard/Visa Card/RUPAY Card/Other Card.

6. CASH PAYMENT AND CURRENCY

6.1 The Merchant shall not receive payment in any other form from a Cardholder with respect to charges for goods or services included on a Sales Slip.

6.2 The Merchant shall also not demand/accept payment through Cards in lieu of payment instruments which have earlier been dishonored.

6.3 All Sales Slips must be drawn in Indian Rupees unless otherwise agreed in writing between the Bank and the Merchant.

6.4 Multiple Sales Slip -The Merchant shall not use two or more Sales Slips to avoid authorisation and shall not effect a Card transaction when a part of the amount due is included on a single Sales Slip except when-

a) The balance of the amount is paid in cash or by cheques(s); or

b) the goods or services are to be delivered or performed at a later date and one Sales Slip represents a deposit and the second Sales Slip represents payments of the balance in which case the Merchant must obtain authorisation and shall note on the Sales Slip the authorisation number and the words "deposit" or "balance", as appropriate. The Sales Slip labelled "balance" should not be presented unless the goods are delivered or the services performed. Notwithstanding the contents of this clause, the delivery of goods and services shall not be the responsibility of the Bank and the Bank shall not accept any liability or entertain any claim for non-delivery of goods and services by the Merchant.

6.5 The Merchant shall not require any Cardholder to pay any part of the Discount, whether through any increase in price or otherwise, or to pay any contemporaneous finance charge in connection with the transaction in which a Master Card/Visa Card is used.

7. TRANSACTION HANDLING

7.1 The Merchant in handling transaction(s) via EDCT must:

a) Ensure that the extraction of data from the Cards must be in manner specified by the Bank (this may vary from time to time but the Bank will give prior notice of variation to the Merchant);

b) Ensure that the amount of the transaction and any other information (such as Cardholder number and data) which the Bank from time to time requires must be printed on a Terminal Receipt, which should be in a form approved by the Bank.

c) Ensure that the Equipment, software, technical standards and procedures for the electronic extraction, retention and transmission of data for the purpose of this T&C must be approved by, or (as the case may be) in accordance with the requirement of Bank.

d) Require the Cardholder to sign on the paper roll/sales invoice recording the relevant holder's signature against the signature at the back of the Card, where ever it is required to do so, in order to ascertain they

are the same and, if the Card has a photograph, that the photograph and the Cardholder are the same. The Merchant should ensure the signature appears on all copies of the paper roll/sales invoice.

e) Ensure that there is no discrepancy between the embossed /indent printed and the transaction slip. The Merchant must also check other security features as advised by the Bank from time to time before attempting to make a sale transaction on a card presented.

f) Deliver to the Cardholder a true and completed copy of the Terminal Receipt.

g) Collect the day's transaction paper roll batched by terminal number and then transaction sequence order together with the deposit summary. Merchant shall keep the Merchant copy for at least one year and shall present to Bank upon request. The copy of the invoice/s pertaining to the sale transactions must also be presented to the Bank on demand.

h) Batch separately with a deposit slip listing the individual sales and credit slip accounts and the net total for manual transactions, in offline mode as and when enabled by the Bank, with authorisation only (i.e., "Call Bank or "Refer" situation.).

i) Not process a transaction before the delivery of goods/services.

j) Aggregate all the purchases and process a single transaction.

k) If the Merchant fails to furnish to the Bank, the details of the volume of the card swipe transactions as may be stipulated by the Bank, the Bank shall have the right to levy "non-transacting charges" which shall be payable by the Merchant to recover the Bank's cost of maintaining the EDCT at the Merchant's Premises. The charges levied by the Bank shall not be contested by the Merchant and shall be paid to the Bank within 30 days of demand by the Bank failing which the Bank shall have the right to set off the sum against the funds of the Merchant lying with the Bank.

8. PRESENTMENT OF PAPER AND REFUNDS

The Merchant agrees to inform the Cardholder about their credit refund policy clearly mentioning the same in bill invoice and/or on the charge slip.

8.1 a) If in respect of any transaction any goods/services are not received as described by the Cardholder or are lawfully rejected or accepted for services that are not performed or partly performed or cancelled or price is lawfully disputed by the Cardholder or price adjustment is allowed, the Merchant shall not make a cash refund but shall complete a credit slip supplied or approved by the Bank. The Merchant shall sign and date each credit slip and include a brief description of the items concerned. A true and completed copy of the credit slip must be delivered or forwarded to the Cardholder.

b) In the event of a refund to a Cardholder, the Merchant shall not make a cash refund to the Cardholder. The Merchant must not swipe the Card to do a reversal/refund transaction, but instead present a credit process/refund letter on headed stationery and signed by authorized signatory/ies of the Merchant. The Merchant must not process a refund transaction, unless there is a preceding corresponding debit on a card account. In the event that only credit slips are presented to the Bank at any time, the Merchant shall at the same time make payment of the net refund (i.e. total refund(s) to the Cardholder(s) less the Discount) to the Bank and the Bank shall have the right to recover the net refund from the current account maintained by the Merchant with the Bank.

c) In situation where sale date and refund date have a gap between them, which otherwise causes a currency translation difference for transactions on foreign cards, the Bank will have the right to recover the equivalent INR amount pertaining in such foreign exchange currency transaction difference from the Merchant, for the purpose of crediting the same to the Cardholder's Account.

8.2 By presentation of any transaction information (which for the purpose of this T&C means any Sales Slip and/or any information in respect of any transaction presented to the Bank by or on behalf of the Merchant) the Merchant warrants to and agrees with the Bank :-

- a) That all statements of fact contained therein, which are within the knowledge of the Merchant, are true and complete.
- b) That Merchant has supplied or caused to be supplied, the goods/and or services to which the transaction information relates and up to the value stated therein at a price not greater or otherwise on terms not less favorable than the price and terms on which such goods and /or services are supplied by the Merchant for cash in the normal course of business.
- c) That no other sales slip or information has been or will be issued or presented in respect of the goods and /or services to which the transaction information relates ;
- d) That the provision of credit for the supply of the goods and/or services to which the transaction information relates is not unlawful; and
- e) That the transaction information relates to a transaction and that the Merchant has complied with this T&C.

8.3 Neither the receipt by the Bank of any transaction information nor any payment by or other act or omission by the Bank (Other than express written acknowledgement or waiver thereof by the Bank) shall constitute or be deemed to constitute any acknowledgement or waiver of compliance by the Merchant with any of the warranties specified in clause 8.2 above or any other provision of this T&C.

9. MERCHANT DISCOUNT RATE (MDR)

For the purpose of this T&C, the Discount rate and other applicable charges would be as mentioned in the related application form submitted by the Merchant. The Bank shall have the right to revise the Merchant Discount Rate & other applicable charges from time to time.

9.1. For the purpose of calculating the commission, the amount would be the aggregate amount of the bill including taxes, tips etc.

9.2 Change in Fees & Charges: I/We understand and agree that any change/discontinuation of Fees & Charges, Services etc. will be intimated to me at least 30 days in advance through letter/SMS/website/email or other means of communication. However, if any change is made without prior notice, I would be notified of the same within 30 days. If I opine that, the said change is not to my benefit, I may, within 60 days of the notice, close my account or switch to any other eligible services, without having to pay the revised charges/interest.

10. PAYMENT

- 10.1. Subject to this T&C, the Bank shall normally pay to the Merchant the amount of each Sales Slip within two to seven business days (agreed mutually and depending upon the Merchant Category) following the day on which the transactions are settled on the EDC less the discount for all Card transactions processed and accepted by the Bank.
- 10.2. Net payment to the Merchant shall be made by the Bank to the account of the Merchant with the Bank or Merchant's Account by cheques/pay order.
- 10.3. Payment by the Bank shall be made without prejudice to any claims or rights that the Bank may have against the Merchants and shall not constitute any admission by the Bank as to the performance by the Merchant of its obligations under this T&C and amount payable to the Merchant.
- 10.4. The Bank shall be entitled to set off and deduct from any payment due to the Merchant:
 - a) The amount of any refund due to any Cardholder in accordance with the refund procedure set out in clause 8 above; and
 - b) Any over payment made by Bank due to computational /system errors or otherwise; and
 - c) Any other sums due from or payable by the Merchant to the Bank herein; and

- d) At the Bank's discretion, an amount equal to interest at the rate then charged to Cardholders in respect of their indebtedness shall be charged from the due date until the date of payment, on the amount of any credit slip, details of which are not presented as required under this T&C, within seven days after the refund has been agreed between the Merchant and Cardholders, or which credit slip is not dispatched to the Bank within such period along with the payment in favor of the Bank for the full amount thereof (the seventh such day being the due date for the purpose of the calculation of such interest); and in doing so Bank may:
- e) Debit the Merchant's account forthwith; and /or
- f) Deduct the outstanding amount from subsequent credits to the Merchant's account; and/or
- g) If there is no account with the Bank, or insufficient funds available therein, claim from the Merchant the amount credited to the account in respect of the relative Sales Slip.

10.5. If the Bank suspects, on reasonable ground, that the Merchant has committed a breach of this T&C or dishonesty or fraud against the Bank or any Cardholder, the Bank shall be entitled to suspend all payments under this T&C to the Merchant pending enquiries by the Bank and resolution of the same to the Bank's satisfaction.

10.6. The Merchant hereby irrevocably agrees with the Bank that all payment processing effected on the EDC(s) installed in the premises of the Merchant shall be deemed to have been effected by the Merchant, its authorized Employees and/or agents and Merchant shall not dispute, disclaim or deny the payment processing (and the Merchant's liabilities and responsibilities arising out of the same) for any reason whatsoever.

11. CHARGE BACKS & DISPUTES

The Bank shall be entitled at any time to refuse total or partial payment to the Merchant, or, if payment has been made by the Bank in respect of the debit of the Merchant's account with such amount, to seek immediate reimbursement from the Merchant, notwithstanding any authorization and/or authorisation code numbers given by the Bank to the Merchant, in any of the following situations:

- The transaction is for any reason unlawful or unreasonable;
- The Cardholder's signature is missing; or transaction does not have the explicit consent of the Cardholder.
- The Cardholder's signature on the sales slip or terminal receipt or any other documents required to be signed by the Cardholder in relation to transaction is a forgery and the Cardholder alleges the signatures to be forged or the Cardholder's signature on the sales slip or the terminal receipt or the document does not match the signature on the Card used for the transaction.
- The copy of the Sales Slip or terminal receipt or any other document required to be furnished by the Merchant in relation to a disputed transaction presented to the Bank or retained by Merchant is incompatible with any copy provided to the Cardholder.
- Cardholder's account number is found to be omitted, incomplete or invalid, or Cardholder's account number is not imprinted, is modified or altered.
- The Card presented to the Merchant in respect of the transaction had been altered or had not yet become valid or had expired at the time of the truncation.
- The Card presented to the Merchant in respect of the transaction was listed in a warning list or any other communication or advice (in whatever form) issued or made available by or on behalf of the Bank to the Merchant.
- The price charged to the Cardholder was in excess of the price at which the goods supplied or services performed were supplied by the Merchant for cash.
- The sales price was in excess of the floor limit/cop limit and no prior authority thereof was obtained from the Bank.
- The goods and/or services covered by the transaction are rejected or returned or the transaction or part thereof, validly cancelled or terminated by a Cardholder or if the Merchant fails to provide to the Cardholder's satisfaction, goods and/or services to the Cardholders.
- The Sales Slip or Terminal Receipt or any part thereof is illegible, incomplete or not signed or not

- prepared or completed or submitted in accordance with T&C.
- The Cardholder disputes the nature, quality or quantity of the goods and/or services covered by the transaction;
- Any information presented electronically to Bank in respect of the transaction is not received in accordance with the Bank's requirement from time to time.
- The Bank has requested evidence in accordance with Clause 15 hereunder, in relation to the transaction, which the Merchant has failed to provide.
- There has been a departure from this T&C in relation to that transaction;
- The transaction informed was required to be presented to the Bank within seven days of the transaction,
- The Cardholder disputes or denies the transaction or the sale or delivery of the goods and /or services covered by the transaction;
- In seeking authorization for a transaction, Merchant has given an incorrect Cardholder's name or card Account number to the Bank.
 - i. There has been a breach by the Merchant of this T&C, other than the breaches more specifically provided in this sub-clause, in connection with the transaction or sales slip or otherwise;
 - ii. Transaction is posted more than once to Cardholder's account due to the deposit of incorrect copy of sales slip (copy other than Bank copy) by the Merchant;
 - iii. The Bank reasonably believes that the transactions are irregular
 - iv. The Bank is of the opinion that there are suspicious circumstances surrounding the transaction;
 - v. The Bank is of the opinion that the submission is out of the normal pattern;
 - vi. The issuing Bank refuses to honor the sales/transaction presented by the Merchant;
 - vii. Any other event or circumstances, which the Bank shall, from time to time, notify to the Merchant in writing, which shall have occurred at the date of the transaction.
 - viii. Notwithstanding the provision of clause 5 thereof, the circumstances of the transaction were so suspicious that the Merchant should have realized that the card is counterfoil or stolen and should have therefore declined the transaction.
 - ix. The Merchant shall ensure that each transaction is settled within 4 days from the said transaction. The Merchant is entitled to raise dispute on any transaction, subject to the availability of the copy of the charge slip settlement , within 30 days from the date of such transaction, failing which such transactions shall be assumed to be proper and the Bank shall be absolved from any liability whatsoever in that regard. Notwithstanding the foregoing, the Bank reserves its right to deny payment if the Bank deems a transaction as improper and fraudulent.

The Merchant understand that settlement on daily basis becomes their responsibility and if any, financial losses, due to failure, in batch settlement, is to be borne by the Merchant only.

12. EQUIPMENT AND/OR IMPRINTER(S)

- 12.1
- a) The Merchant will retain in the Merchant's possession and for the Merchant's exclusive use all Equipment and materials supplied by the Bank (except as otherwise required under this T&C). The Merchant shall ensure that the Equipment and/or imprinter(s) are mentioned in good condition.
 - b) It is sole responsibility of the Merchant to safe keep and control the use of the Equipment and/or imprinter(s). All use of the Equipment and/or imprinter(s) shall be deemed to be authorized and sanctioned by the Merchant.
 - c) As between the Bank and Merchant, all persons using the Equipment and/or imprinter(s) shall be deemed to be authorized and sanctioned by the Merchant. The Bank shall not be responsible for

any dispute whatsoever arising between the Merchant and its agents or customers. The Merchant shall indemnify the Bank against all claims, losses, demands, actions costs, expenses and liabilities whatsoever that may be suffered, incurred or sustained by the Merchant as a result of, or arising from the use or misuse of the Equipment and or imprinter(s), whether direct, indirect or consequential.

d) Any Equipment and /or imprinter(s) supplied to Merchant shall remain the property of the Bank (including the proprietary rights therein) and shall be returned to the Bank on demand.

e) The Merchant will also provide such reasonable assistance for prevention and detection of fraud in respect of usage of the Equipment and or imprinter(s)

(f) The Bank may charge the Merchant the cost of the Equipment and/or imprinter(s) and the cost of repairing the Equipment and /or imprinter(s) if the Equipment and/or imprinter(s) are damaged as a result of improper handling by the Merchant, in the opinion of the Bank/its authorized representatives/agents.

g) All Equipment and/or imprinter(s) shall be returned to the Bank upon termination of this T&C or when the Merchant ceases to do business, or whenever the Bank/its authorized representatives/agents asks the Merchant to do so.

12.2 The Merchant will not:-

- Sell, assign, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the Equipment and/or imprinter(s), or imprinter(s), or any encumbrance on the Equipment and/or imprinter(s) to be created.
- Remove, conceal or alter any marking, tags or plates attached to the Equipment and/or imprint(s) or part of the Equipment and/or part of the Equipment and/or imprinter(s), which indicate the Bank's ownership of the Equipment and/or imprinter(s).
- Cause or allow the Bank's right to access, repossession or disposition of the Equipment and/or imprinter(s) pursuant to this T&C, jeopardized by any act of the customer or its servants or agents or by any other factor within its control. The Merchant will not disassemble or reverse engineer any of Equipment/s provided by the Bank.
- cause the magnetic stripe of a payment card to be read twice or more for the same transaction, if the said card has been dipped/swiped at the EDCT/any other Cardholder interaction interface and has received an authorization for the transaction, be the second swipe made for closing the transaction at the Merchant's Electronic Cash Register(ECR) or recording/matching/dispensing the inventory against the transaction at point-of-sale (PoS) or for the Merchant's loyalty programme or for any other purpose, except under the Bank's prior authority to do so given to the Merchant in writing.

12.3. Subject to the provision of clause 18 thereof, the Bank and its authorized service provider shall be responsible for any servicing, repairs or replacement of the Equipment and/or imprinter(s). For this purpose, the Merchant shall allow the Bank, its authorized representatives, authorized contractor or designated authorized agents to access the Equipment and/or imprinter(s) at all reasonable times.

12.4. The Merchant will not permit any third party to perform the maintenance services on the Equipment and/or imprinter(s) or to effect modifications, enhancement or engineering changes to the Equipment and/or imprint(s) without the prior written consent of the Bank.

12.5. The Merchant shall further ensure to effect transactions only through "BANDHAN BANK" printed rolls that are within the expiry date and not otherwise.

13. PUBLICITY

- 13.1. The Merchant irrevocably authorizes the Bank to include the Merchant's name in any directory or Promotional Material produced in connection with the acceptance of MasterCard/Visa Card/RUPAY Card/Other Card.
- 13.2. The Merchant hereby agrees, undertakes and covenants to prominently display and maintain the Bank's Promotional Material as supplied by the Bank from time to time.

14. BREACH OF T&C

Without prejudice to the Bank's right to terminate the arrangement with the Merchant, in the event of the breach by the Merchant of any these terms and conditions, the Bank is authorized to debit the Merchant's Account or deduct from the deposit any refund claimed. In the event that there is no account with the Bank or there is insufficient funds available therein to claim from the Merchant or that deposit is inadequate to compensate the Bank for any refund claimed, the Merchant undertakes that it would forthwith becomes the debtor of the Bank and on demand by or on behalf of the Bank, pay to the Bank the amount of the refund to the extent to which such funds or deposits prove inadequate.

15. EVIDENCE AND DOCUMENTS

- 15.1 The Merchant will promptly on the Bank's request (and whether or not the same is disputed by the Cardholder) produce to the Bank evidence satisfactory to the Bank of the Cardholder's authority for the Cardholder's card account to be debited with any transaction amount and (but without prejudice to the fore going) will retain all documents and records to each transaction for a period of not less than one year thereafter and produce the same to the Bank on request.
- 15.2. Whenever applicable; the Merchant agrees that when goods are to be exported, the following documents would be additionally maintained for record: proof of dispatch of the Invoice, Certificate of insurance Order form as per extant regulatory norms in place from time to time.
- 15.3. The Merchant shall provide such reasonable assistance for the prevention and detection of fraud in respect of any transaction/s as the Bank may from time to time request.

16. REMOVAL AND CESSATION OF BUSINESS

The Merchant shall inform the Bank any removal of shops or offices, changes of address and/or its business in writing 30 working days prior to its effective date.

17. DISCLOSURE

The Bank will be entitled at any time to disclose any and all information concerning the Merchant within the knowledge and possession of the Bank to any party in connection with the card facility provided by the Bank, including inter alia information relating to the cause for termination of this T&C. This clause will survive the termination of this T&C. The Bank reserves the right to disclose information provided by the Merchant at the time of post the signing this T&C, through its own staff or third party. The Bank may thereafter seek to verify any market information that it may receive about the Merchant's business activities/principals behind the business.

18. DISCLAIMER

- 18.1. The Bank shall not be incurring any liability to the Merchant or any of the Merchant's customers for the inaccuracy or invalidity of any point of sale authorization committed by the Bank in connection with these services and the Merchant shall indemnify the Bank for any claims arising therefrom.
- 18.2. Except as expressly provided to the contrary in this T&C, all terms, conditions, warranties, undertakings inducements or representations, whether express or implied, statutory or otherwise relating in any way to the EDCT are excluded, including but not limited to warranties of merchantability and fitness for a particular purpose. Without limiting the generality of the

preceding sentence, the Bank shall not be under any liability to the Merchant for any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred, or which may arise directly or indirectly in respect of the Equipment and/or imprinter(s) or as a of failure or error in the Equipment and/or imprinter(s), the programs, the data or the system.

18.3 The Bank does not warrant that:

- a) The services will be provided uninterrupted or free from errors or that any identified defect will be corrected; or
- b) That the EDCT is free from any virus or other malicious, destructive or corrupting code, program or macro.

19. INDEMNITY

19.1. The Merchant hereby agrees to indemnify and hold harmless the Bank on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank, arising directly or indirectly from or in connection with :-

- a) Any failure by the Merchant to comply with the provisions of this T&C;
- b) Any transaction between the Merchant and a Cardholder and including, but without prejudice to foregoing, any alleged misrepresentation or breach of contract or any acts or omission or any other breach of duty by the Merchant (or any of the Merchant's officers, employees or agents);
- c) any claim by a Cardholder or any third party arising out of services/goods offered by the Merchant;
- d) any breach of applicable laws, rules and regulations, including any directions from RBI;
- e) fraud, negligence or wilful misconduct of Merchant or its employees or agents; or
- f) breach of confidentiality obligations under this T&C.

19.2. The Bank will be entitled to accept or decline all proceedings and negotiations relating to any such claim and it will be in its discretion to accept, dispute, compromise or otherwise deal with the same and the Bank shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that the Bank may require.

20. CONFIDENTIALITY

20.1. The Merchant will not without the prior written consent of Cardholder, use or disclose information of the Cardholder or his/her transactions, howsoever obtained, and in whatsoever form the information is, to any third party (other than the Merchant's agents for sole purpose of assisting the Merchant to complete or enforce the transaction, and the Merchant's insurers and professional advisers) unless such disclosure is compelled by law.

20.2. The Merchant will not, without the prior written consent of the Bank, use or disclose information howsoever obtained and in whatever form, about the business of the Bank or the this T&C, to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the transaction and the Merchant's insurers and professional advisors) unless such disclosure is compelled by law.

21. TERMINATION

21.1 This Terms may be terminated by the Merchant giving to the Bank at least **thirty days prior notice in writing** or by the Bank forthwith without prejudice to due completion and payment in respect

of all transactions processed and accepted by the Bank on or before the termination date. In the event of termination, the Merchant shall present all completed transactions to the Bank's representative at the time of termination. However, subject to clause 8.1, 10.4 and 11, payment for all such items received will only be made to the Merchant after the payment is successfully collected by the Bank from the card issuer(s) within 180 days from the date of transaction. Where any refund claimed by the Bank exceeds the amount due to the Merchant, the difference thereof shall be a debt due from the Merchant to the Bank and be forthwith recoverable by appropriate legal action, as deemed fit by the Bank.

- 21.2. In case of inactivity of the Merchant exceeding three months, the Bank has the discretion to unilaterally terminate the Terms with immediate effect, and Merchant shall not have any recourse to the Bank and no compensation is payable to the Merchant, the Bank's decision being final and binding on the Merchant in this regard.
- 21.3. Upon termination the Merchant shall forthwith and at the Merchant's expenses, return to the Bank the imprinter(s), the Equipment and all related documentation.
- 21.4. Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to be effective on termination and (but without prejudice to the foregoing) clause 8.1, 10.4, 11, 15, 19 and 20 shall remain in full force and effect notwithstanding termination.
- 21.5. Any transaction presented to the Bank after the termination date, whether it bears authorization or not, shall be paid at the sole discretion of the Bank.
- 21.6. The Bank shall have the right to mark a lien for Rs. 15,000 on (Saving Bank /Current Account / fixed Deposit placed by the Merchant with the Bank) towards security of the EDC machine. The lien in favor of the Bank will be released only after the EDCT is recovered in a complete working /operating condition to the satisfaction of the Bank.
- 21.7. If the Equipment/Imprinter(s) or any of its accessories are lost or misplaced after installation, or if the Merchant fails to produce them on demand by the Bank, the Bank shall have the right to recover the cost of the Equipment and any of its accessories from the Merchant at the rates determined by the Bank which shall be final and not contested by the Merchant.

22. APPLICABLE LAW AND ARBITRATION

- 22.1. All disputes, claim or differences by or among the Parties of any kind whatsoever arising out of or in connection with or in regard to interpretation of this T&C, which cannot be settled by good faith negotiation within thirty (30) days, will be settled upon request of either Party by arbitration. The Party requesting for arbitration shall send a written notice to the other Party. The arbitration will be held in accordance with the Rules of the Arbitration and Conciliation Act, 1996 including any amendments thereafter. The arbitration will be conducted in the English language and held at Kolkata.
- 22.2. A sole arbitrator will be appointed by the Bank for resolution of all disputes, claims and differences. Any award or ruling by the arbitrators will be final and binding on the Parties and shall be the sole and exclusive remedy between the Parties. The Merchant shall bear the costs of arbitration, including the arbitrators' fee.
- 22.3. Nothing in the T&C will preclude either Party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions, from the court of competent jurisdiction to protect its rights pending arbitration. It is the intent of the Parties that the arbitral proceedings are conducted expeditiously, without recourse to the courts.

23. ASSIGNMENT

This T&C is not assignable but in case of the Merchant being an individual or individuals, shall bind his or their respective estates. The Bank is entitled at any time to assign this T&C or any of the Bank's rights and obligations herewith in favor of any subsidiary of the Bank or of the Bank's

holding company or any other Bank or other company and to sub contract or appoint any agent or agents to carry out any of the Bank's obligations herein.

24. REPRESENTATIONS AND WARRANTIES

24.1 The Merchant acknowledges and agrees that the Merchant has not entered into this T&C with reliance on any representation, statement or warranty (whether expressed or implied) made by or on behalf of the Bank other than such as are expressly set out herein.

24.2 The Merchant unconditionally agrees and accepts that the Bank shall be at a liberty to reject its application at any stage of processing the application. The Merchant unconditionally agrees and accepts that the data provided by it to the Bank during the application process for acquiring EDC machines from the Bank is true and correct, and if at any stage of processing the business relationship, it in comes to the knowledge of the Bank or the Bank is of opinion that, the Merchant has provided any incorrect information, and /or fabricated documents, and/or fake documents, and/or document/s appearing to have been manipulated, they will be treated by the Bank as having been manipulated by the Merchant. The Merchant unconditionally agrees & accepts that the Bank shall have every right to reject the application for such Relationship(s), without assigning any reason whatsoever.

24.3 The Merchant also unconditionally agrees and accepts that the Bank shall have every right to compare the data available with the Bank or provided by any other Bank/Financial Institution/ Credit Information Company during the process of processing its application and in case the Bank, in its sole and exclusive opinion determines that, the details as provided to secure the relationship with the Bank is are inconsistent with the data that may be available with various Banks/Financial Institution/ Credit Information Company that may be so obtained by the Bank, in terms of the Bank's due diligence policy to assess the Relationship(s), the Merchant unconditionally agrees and accepts that such data which is so inconsistent with, may be construed as fraud/cheating/forgery/manipulation/fabrication of documents against the Bank, and agrees that, the Bank shall every right and liberty for not processing its application/rejecting the application so provided to the Bank and enforce any remedy that may be so available with the Bank in law and equity. The Merchant further unconditionally agrees and undertakes that the Bank shall be at liberty to share any information with any other Banks/Financial institution either as a part of consortium of a part of sole banking relationship or to any Credit Information Company as the Bank may so decide. The Merchant waives the confidentiality obligations with respect to the information provided to the Bank. The Merchant further agrees that it shall not hold the Bank liable for any cost or reputation loss for sharing the information as is considered necessary by the Bank in its sole and exclusive opinion, and agrees to hold harmless the employees, officers, directors, agents, etc. that may be so appointed by the Bank in relation to such sharing of information.

24.4 It is incumbent on the Merchant to be compliant at all times with the applicable standards such as Payment Card Industry Data Security Standards (PCIDDS) and to comply at all times with Payment Application Data Security Standards (PADSS) for any terminal equipment deployed by the Bank to process payment card transactions, so as to ensure the integrity of Payment Cards information that they transmit, handle or store at their own facility, or through a third party processor/network that stores, transmits, handles or processes in any way their transactions. For the security of the network of the Merchant, and any direct, indirect or consequential financial liability which the Bank may face owing to exposure, breach, interception, theft, hacking, intrusion of or into such system/network owing to any acts or omissions by the Merchant or their agents/representatives, vendors, service providers, the Merchant shall indemnify Bandhan Bank and keep Bandhan Bank indemnified fully and without limit against all costs, claims, damages, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing,

incurred or suffered by the Bank directly or indirectly arising on account of any failure by Merchant for non-compliance with any applicable standard issued by Payment Card Industry Security Standards Council or any other laws and regulations.

25. WAIVER

The failure by the Bank to enforce at any time or for any period, anyone or more of the terms or conditions of this T&C shall not be waiver of them or of right at any time subsequently to enforce this T&C.

26. GENERAL

- 26.1 If signed by a firm, the expression the Merchant shall include the person or persons from time to time carrying on the business of such firm and, if, there are two or more signatories hereto, the expression 'the Merchant' shall include all and each of them and their liabilities under this T&C shall be joint and several. The person authorized to sign this T&C has got power and authority from the concerned authority to make them liable as per the governing laws.
- 26.2. This T&C is on a principal-to-principal basis between the Parties hereto. Nothing contained in this T&C shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.
- 26.3. This T&C shall be governed by and constructed in accordance with the laws of India and the Parties hereto submit to the exclusive jurisdiction of the Kolkata courts.
- 26.4. If any provision of this T&C is, or proves to be or becomes illegal, invalid, or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed deleted from this T&C and the legality, validity and enforceability of the remaining provisions of this T&C shall not be in anyway be affected thereby.
- 26.5. Any notice or communication by either Party to the other shall be in writing and shall be deemed to have been duly given if either delivered personally or by prepaid registered post address to the other Party at appropriate address stated above or at any other such address as such party hereto hereafter specifies to the other Party.
- 26.6. In this T&C if the context permits or requires words importing the masculine gender shall include the feminine and neutral gender and words in the singular number shall include the plural number and vice versa.
- 26.7. All costs (including costs between the Advocate and client), charges, expenses, taxes, duties(including stamp duty, if any) in relation to this T&C and any documents executed pursuant thereto and in relation to the enforcement of this T&C shall be borne and paid by the Merchant alone.
- 26.8. Any fees collected or charged to the Merchant shall be non-refundable.
- 26.9. The English language text of this T&C shall prevail over any translation thereof.
- 26.10. All applicable Regulatory (RBI/NPCI/Other) or other change in the operation of POS/related payment system shall automatic be form part of the T&C with/without any separate notice to Merchant.

27. DEPLOYMENT OF ADDITIONAL APPLICATIONS ON TERMINAL

In due course, the Bank may, on the Merchant's consent, deploy additional applications on the EDCT besides the credit-debit application used for processing of card payment. Examples of such application are loyalty programmes, Bill payment programmes, etc.

28. VARIATION OF TERMS

The Bank reserves the right at all times to vary or amend this T&C or to introduce new terms and conditions, without notice or intimation. The Merchant shall at all times ensure that this T&C with amendments and updates, if any, are duly complied with.

TnC for EDC Closure :

29.

OTHER TERMS

29.1 The Merchant shall, before closing the Merchant's Account associated with the EDCT, surrender the EDCT to the designated branches of the Bank.

29.2 The Merchant understands, that in the event, it has a KYC restricted account, and same is not regularised in a timely manner; the Bank may temporarily disable the EDC. The Merchant understands that the responsibility to regularize the Merchant's Account in a timely manner lies solely with the Merchant.

29.3 The Merchant shall preserve the charge slip and invoice copy for a period of at least 120 days in a well maintained condition to contest, future chargebacks, if any.

29.4 In the event, a Merchant who is required to register for GST in accordance with applicable laws, does not provide GSTIN number to the Bank, invoice will not be issued by the Bank to such Merchant.

29.5 Net payment to the Merchant shall be made by the Bank in the Merchant's Account, or in the event the Merchant's Account is closed, any other account stipulated by the Merchant, by way of RTGS/NEFT/cheques/pay order/ DD.

30. AUDIT

In case of the Bank, its auditors (both internal and external), RBI / regulator / card associations or any other person so authorized by the Bank wants to have access and inspection and conduct audit of the records of transactions, and other necessary information relating to all the services performed by merchant for the bank, in such an event, the Merchant shall, without demur within a reasonable time from the notice period, allow such uninterrupted inspection, examination and audit of records and review reports and the Merchant shall co-operate and shall provide all assistance to the regulator or its authorized person. Failure to do so on the part of the Merchant shall tantamount to breach of these terms by Merchant and thereby the same shall be liable to be terminated by the Bank forthwith at the sole discretion of the Bank, without assigning any further reason whatsoever.

The Reserve Bank of India or persons authorized by it can access the Bank's documents, records of transactions, and other necessary information given to, stored or processed by the merchant within a reasonable time.

