

## Terms and Conditions governing Payment Cards

This "Terms and Conditions" (hereinafter referred to as "Terms and Conditions") are in addition to and not in derogation to the terms conditions contained in the Merchant Establishment Agreement ("Agreement"), entered into between Merchant ("Merchant") and ICICI Bank Limited as "Acquiring Bank".

Merchant and Acquiring Bank have, vide the Agreement, entered into an arrangement whereby the Customers will be provided an additional facility to pay the Charges, through use of Payment Card, by debiting their individual bank accounts with Acquiring Bank to the extent of the Charges payable by Customers to Merchant under this Facility. The services offered by Acquiring Bank to the Merchant in connection with the Payment Cards are subjected to these Terms and Conditions and the Agreement.

In view of the above the Merchant and Acquiring Bank agree as follows:

### 1. DEFINITIONS

Unless expressly specified otherwise, the words and phrases used in these Terms and Conditions shall have the same meaning respectively assigned to them under the Agreement. The following words and phrases shall have the meaning stated hereunder unless indicated otherwise:

(a) "Affiliate" of Acquiring Bank shall mean and include:

- (i) any company which is the holding or subsidiary company of Bank, or
- (ii) a person under the control of or under common control with Bank, or
- (iii) any person, in more than 26% of the voting securities of which Bank has direct or beneficial interest or control.

For the purpose of this definition of Affiliate, "Control" together with its grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by a right to appoint member(s) to the Board of Directors, by contract or otherwise howsoever; while "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever;

(b) "Business Day" is a day other than: (i) Saturday and Sunday, (ii) a day on which the Banks in Mumbai and /or RBI are closed for business / clearing, or (iii) a day on which normal business could not be transacted due to storms, floods, bandhs, strikes etc.;

(c) "Customer" shall mean any person holding a Payment Card who is having an account with Acquiring Bank.

(d) "Charges" means the amount inclusive of the tax, late fee, interest etc. payable by a Customer to the Merchant;

(e) "Facility" means the payment services being provided by Acquiring Bank, to the Accountholders of Acquiring Bank by use of Payment Cards at the selected Merchant premises where the Equipment has been installed.

(f) "Merchant Account" means the designated account referred in the Agreement, which is a current account with Acquiring Bank for the purpose of facilitating payments by the Customers through the Facility;

(h) "Payment Account" means such account of the Customer maintained with the Acquiring Bank from which Charges shall be paid;

(i) "Payment Card" refers to a card notified as Valid Card under the Agreement for the purpose of these Terms and conditions.

(j) "Payment Instruction" means the instructions given by the Customer to Acquiring Bank for payment of Charges;

2. On or before the execution of the Agreement, Merchant shall open a Merchant Account for the purpose of crediting the Charges collected from the Customers through the Facility offered by Acquiring Bank.

3. Acquiring Bank and Merchant have agreed that Customers holding the Payment Account with Acquiring Bank and in possession of the Payment Cards shall pay the required Charges, as payable by the Customer to Merchant, by using the Payment Card at the Equipment which shall be under the control of Merchant.

4. By using the Payment Card, on sufficient funds being available in the Payment Account, the Charges payable by the Customer to Merchant shall get debited from the Payment Account and get credited to the Merchant Account as agreed between the Parties.

5. Acquiring Bank will charge the Merchant a one-time installation fees, and a service charge of the transaction value for each transaction carried out by Customers or flat rate of the value of transaction as mutually agreed. The agreed charges shall be subject to any revision that Acquiring Bank and the Merchant may mutually agree upon from time to time.

6. The Merchant hereby undertakes, affirms and agrees that:

(a) it is in good standing and that it has full authority to enter into the Agreement and subject to obtaining the necessary approvals under the applicable law, to perform its obligations thereunder according to the terms thereof.

(b) it shall take adequate precautions not to breach the privacy of the potential Customers during the course of performance of its obligations therein.

(c) it has full power and authority to enter into the Agreement and to take any action and execute any documents required by Agreement and the terms hereof; and that the Agreement, entered into has been duly authorised by all necessary authorisation proceedings, has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms thereof; and that the executants of the Agreement are duly empowered and authorised to execute the Agreement and to perform all its obligations in accordance with the terms therein.

(d) no consent, approval, authorisation, order, registration or qualification of, or with, any court or regulatory authority or other governmental body having jurisdiction over the Merchant, the absence of which would adversely affect the legal and valid execution, delivery and performance of the Agreement or the documents and instruments contemplated thereby, is required.

(e) neither the execution and delivery of the Agreement, the consummation of the transactions contemplated thereby, or the fulfillment of or compliance with the terms and conditions of the Agreement, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgement, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is a party, or by which the Merchant or any of the property of the Merchant is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its

constitutional documents.

7. In addition to the indemnity stated in the Agreement, the Merchant further agrees to indemnify, defend and hold harmless Acquiring Bank and its officers, directors, employees, representatives, agents, and its Affiliates, at its own expense, from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) or any other loss that may occur, arising from or relating to:

(i) a breach, non-performance or inadequate performance by the Merchant of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under the Agreement and terms stated herein;

(ii) the acts, errors, representations, misrepresentations, willful misconduct or negligence of the Merchant, its employees, subcontractors and agents in performance of its obligations under the Agreement including the terms herein;