

TERMS AND CONDITIONS GOVERNING PAYMENT GATEWAY SERVICES

These terms and conditions as amended from time to time ("**Terms**") read with the Pay2Corp Application Form or the Client Request Letter, as applicable, govern the Payment Gateway Services being availed by the Client through the Bank from the Service Provider. These Terms shall be in addition and subject to any other terms as stipulated by Bank from time to time.

1. Definitions

- 1.1 "Account" shall mean the current account or any other account (as may be acceptable to the Bank) of the Client held with the Bank.
- 1.2 "Acquiring Bank" shall mean various banks and financial institutions which issue prepaid instruments, credit-cards and debit-cards and/or which provide instantaneous methods of payments including but not limited to net banking facility, UPI, IMPS, etc. with whom the Service Provider has entered into agreements for providing online payment services to the Clients.
- 1.3 "Business Day" shall mean a day (excluding non-working Saturdays, Sundays and public holidays under the Negotiable Instruments Act, 1881 (26 of 1881) on which banks are open for general banking business in the place where the Bank carries out its business and operations and the term "Business Days" shall be construed accordingly.
- 1.4 "Chargeback" shall mean an amount approved and settled under Transactions (either through cards (either debit or credit), net banking purchase transactions, UPI, IMPS, prepaid instruments) which is at any time refused, debited from or charged back to the Account (shall also include similar debits raised to Service Provider by the Acquiring Banks and any refund sought by the Customer in relation to the Transaction) for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- 1.5 "Client" shall mean an existing customer of the Bank maintaining an Account with the Bank and is availing Payment Gateway Services to enable its Customers to make online payments for buying Products or availing Services through its Website.
- 1.6 "Client Request Letter" shall mean the letter in the form acceptable to the Bank and submitted by the Client to the Bank for availing the Payment Gateway Services.
 - " 1.7 "Customer Account" shall mean a bank account of the Customer with the Acquiring Bank.
- 1.8 "Customer" shall mean any customer of the Client who purchases/ avails and makes payment for the Products or Services on the Website through Payment Gateway Services.
- 1.9 "Customer Charge" means the consideration paid for the Products or Services purchased/availed by the Customer and shall include shipping charge (if any), all other taxes, duties, costs, charges and expenses in respect of the Products or Services payable by the Customer.
- 1.10 "Delivery" means:
 - 1.10.1 in respect of a Product, delivery of the Product by a reputed courier or postal service as engaged by the Client, to the Customer at the address specified by the Customer in this behalf on or before the Delivery Due Date;
 - 1.10.2 in respect of a Service, performance of the Service on or before Delivery Due Date.
- 1.11 "Delivery Due Date" means the date/period displayed by the Client on the Website or otherwise notified to the Customer on or before which the Client shall deliver the Products to or perform the Services for the Customers.

- 1.12 "Dispatch Proof" shall mean, in respect of a Product, proof to the satisfaction of Service Provider and/or the Bank, that the Product has been dispatched to the address specified by the Customer and in respect of a Service, performance of the Service, within Delivery Due Date.
- 1.13 "IMPS" shall mean Immediate Payment Services which is an instantaneous method of online payment operated by National Payments Corporation of India and offered by licensed banks in India.
- 1.14 "Payment Gateway Services" shall mean the services provided by the Service Provider and made available to the Client which enables the Customers to pay online through the Website for the Products or Services by way of standalone services or bundled with other services under Pay2Corp Services.
- 1.15 "Pay2Corp Application Form" shall mean an application submitted by the Client to the Bank for availing Pay2Corp Services.
- 1.16 "Pay2Corp Services" shall mean umbrella services provided by the Bank which amongst others, include Payment Gateway Services.
- 1.17 "Product or Services" shall mean any product or services that Client offers to the Customers and which is purchased / availed by the Customers, the payment for which is to be made by Customers on the Website through the credit card/ debit card/ UPI/IMPS, net banking linked to Customers' Account, etc.,.
- 1.18 "Software Application" shall mean the software, program, or an application provided by the Service Provider for the purposes of offering Payment Gateway Services to the Client.
- 1.19 "Transaction" shall mean every order or request placed by the Customer on the Website for buying/availing any Product or Service from the Client.
- 1.20 "Transaction Charge" shall mean non-refundable charge payable to the Service Provider in relation to the Transaction at the rate specified either in the Pay2Corp Application Form or the Client Request Letter.
- 1.21 "UPI" shall mean Unified Payment Interface which is an instantaneous method of online payment operated by National Payments Corporation of India and offered by licensed banks in India.
- 1.22 "Website" shall mean the website with the domain name as specified in the Pay2corp Application Form/Client Request Letter/and the Client, which is established by the Client for the purposes of enabling the Customers to carry out Transactions for purchase of Products or availing Services offered by the Client.

2. Interpretation:

2.1 All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".

2.2 Words importing any gender include the other gender.

2.3 Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

2.4 All headings, captions, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these Terms.

2.5 Words "ICICI Bank", the "Bank", refer to ICICI Bank Limited, having its registered office at ICICI Bank Towers, Chakli Circle, Old Padra Road, Vadodara – 390007.

3. Representation of the parties

3.1 Each of the parties represents, warrants and undertakes that:

3.1.1 It is duly authorized and validly existing and functioning under the laws of the jurisdiction in which it is established;

- 3.1.2 It has the power to execute, deliver and perform these Terms and that these Terms have been duly and validly authorized, executed and delivered by it;
- 3.1.3. Its obligations hereunder constitute legal, valid, binding and enforceable obligations; and
- 3.1.4. The execution and delivery of these Terms and the consummation of the transactions contemplated herein do not breach its constitutional documents or any law, provisions of any contract or order of court applicable to it.

4. Covenants

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

- 4.1.1 The Client agrees to bear all costs and expenses for implementing necessary infrastructure for availing Payment Gateway Services. The Client shall co-operate with the Bank and Service Provider to render assistance for integrating the Website with the Software Application and/or Bank's platform as the case may be within the timelines specified by the Bank and/or the Service Provider.
- 4.1.2 The Client shall duly fulfill all Transactions in accordance with the instructions of the Customers.
- 4.1.3 The Client shall prior to accepting any instructions from the Customer ensure that appropriate instructions have been provided to the Customer for using the Website and for purchasing, Products and Services in accordance with the requirements under applicable law, and appropriate disclosures/disclaimers are displayed conspicuously on the Website in relation to the same.
- 4.1.4 The Client shall comply with all applicable laws while offering the Products and Services to the Customers. The Client shall not offer anything to the Customers, which is illegal or offensive and is not in compliance with applicable laws whether federal, state, local or international for all jurisdictions from where the Customers avails the Products and Services.
- 4.1.5 The Client shall ensure to keep confidential all information submitted by the Customers on the Website. The Client shall ensure that there are proper encryption and robust security measures to prevent any hacking of the information of the Customers. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to interests of the Customer. The Client shall use the Customer's data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party.
- 4.1.6 The Client shall be solely responsible for the accuracy of all information and/or validity of the prices and consideration of the Products and Services or any other charges in relation thereto, which are displayed on the Website.
- 4.1.7 The Client shall take all precautions as may be feasible or as may be directed by Service Provider or the Bank, to ensure that there is no breach of security and that the integrity of the link between the Website and Software Application or the Bank's platform, as may be applicable, is maintained at all times during the term of these Terms.
- 4.1.8 The Client shall permit the authorized representatives of Service Provider and/or Bank to carry out physical inspections of the place(s) of business of the Client to verify whether the Client is in compliance with its obligations hereunder.
- 4.1.9 All risks associated with the Delivery of the Products and Services shall be solely that of the Client. Any and all disputes regarding quality, merchantability, non-delivery and delay in Delivery of the Products and Services or otherwise will be resolved directly between the Client and the Customer without making Service Provider or the Bank a party to such disputes.
- 4.1.10 The Client agrees and undertakes that all funds remitted to the Client by Customers through the Payment Gateway Services shall be deposited only in the Account and in no other bank account of the Client or bank account of any third party.

- 4.1.11 The Client shall not require the Customer to disclose any confidential information or personal data, which may be prejudicial to interests of the Customer.
- 4.1.12 The Client agrees to implement any technological or security upgrades required by the Service Provider and/or the Bank within the timelines specified by the Service Provider and/or the Bank.
- 4.1.13 The Client shall clear all the dues payable to the Service Provider and/or the Bank before winding up its business operations and/or terminating the Payment Gateway Services.
- 4.2 If the Client is in breach of any of the covenants given above, the Client agrees that the Service Provider and/or the Bank reserves the right to suspend the Payment Gateway Services (the remedy to suspend Payment Gateway Services shall be without prejudice to any other legal remedy available to the Bank and/or the Service Provider under applicable law or otherwise) till such time the Client evidences compliance with the covenants listed above to the Service Provider and/or the Bank to the satisfaction of the Service Provider and/or the Bank.
- 4.3 The Service Provider and/or the Bank shall have the discretion to decide if the Client is in compliance with the covenants listed above or not.

5. Payments

- 5.1 The Client shall pay to Service Provider, a non-refundable, one time set up fee and/or the Transaction Charges as detailed in the Pay2 Corp Application Form or the Client Request Letter.
- 5.2 The Client shall pay to the Bank, a non-refundable, one time set up fee or any other charges, as may be communicated by the Bank to the Client.
- 5.3 Upon receipt of the Customer Charge from the Acquiring Bank into the nodal account of the Service Provider and subject to the Terms hereof, the Service Provider shall make payment of Customer Charge after deducting the Transaction Charges (for the Transactions that have been deemed as 'success' by the Service Provider on the Website), to the Account at the end of the Business Day falling on T+1, where T is the date of the transaction. Notwithstanding anything contained in this term, the Client, the Bank and the Service Provider may agree that such Customer Charge after deducting Transaction Charges may be credited in the Account on a Business Day other than T+1 (for the Transactions that have been deemed as 'success' by the Service Provider on the Website) shall be credited into the Account on a Business Day other than T+1.
- 5.4 The Transaction Charges may be revised periodically and at such intervals as are mutually agreed between the Client and the Bank.
- 5.5 Any and all disputes regarding non-payment or partial payment will be resolved directly between the Client and the Service Provider without reference to the Bank.
- 5.6 The Customer Charge payable to the Client by the Service Provider shall be adjusted for (in addition to the Transaction Charges), any other charge due and recoverable from the Client including but not limited to Chargeback, other charges or any debit that Acquiring Banks have charged to the Service Provider due to actions or omissions of the Clients or the Customers as the case may be.
- 5.7 The Client shall be liable for the payment of all applicable taxes (including any applicable withholding taxes) in relation to the payments made under these Terms.
- 5.8 The Service Provider reserves the right to set-off any amount:
- 5.8.1 deducted by the Acquiring Banks due to a valid Chargeback request raised by the Customer, provided that, such Chargeback request is not resolved within 15 days;
- 5.8.2 any excess credit given to the Client inadvertently by Service Provider from the Customer Charge.

- 5.9 The Bank reserves the right to set-off any amount payable to the Bank that the Client does not pay within 15 days of Bank making such request;
- 5.10 The Client shall pay to the Service Provider, Chargeback or any other dues within the timelines specified by the Service Provider and/or the Bank.

6. Use of Intellectual Property Rights and protection of Software Application/Bank's platform

- 6.1 The Client hereby grants to the Bank and/or Service Provider a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Client solely in connection with the marketing of the Payment Gateway Services to the public. The Client hereby confirms that the Client has the requisite right to use the said marks and logos and to grant permission to use the same by the Bank and/or Service Provider as stated above. The Client shall retain all intellectual property rights in such marks.
- 6.2 The Client shall prominently display, on the Website and in other online marketing materials if so requested, a statement/logo/image provided by the Bank and/or Service Provider.
- 6.3 Nothing contained herein shall authorize the Client to use or in any manner exploit the intellectual property rights of the Bank or the Service Provider without prior written consent of the Bank or the Service Provider as the case maybe and the usage shall be in compliance with such approvals as have been notified from time to time .
- 6.4 The Client undertakes not to infringe the intellectual property rights of the Bank or the Service Provider while using the Software Application/Bank's platform, whether directly or indirectly through any third party.
- 6.5 The Client warrants that the Client shall use the Software Application/Bank's platform only for the purposes of availing the Payment Gateway Services. The Client, its employees or its agents shall not use the Software Application, in any form whatsoever, so as to design, realize, distribute or market a similar or equivalent software program. The Client, its employees or its agents shall not adapt, modify, transform or rearrange the Software Application/Bank's platform for any reason whatsoever, including for the purpose, amongst other , creating a new software program or a derivative software program. In particular, but without limitation, the Client undertakes, not to allow unauthorized use of or access to the Software Application/Bank's platform and not to disassemble, reverse engineer, decompile, decode or attempt to decode the Software Application/Bank's platform, or allow the Software Application/Bank's platform to be disassembled, reverse engineered, decompiled or decoded, or to in any way override or break down any protection system integrated into the Software Application/Bank's platform.

7. Indemnity

- 7.1 The Client indemnifies the Bank and/or Service Provider and holds the Bank and/or Service Provider harmless and keeps the Bank and/or the Service Provider including their officers, directors, and agents at all times fully indemnified 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 or indirectly, as result of the transactions contemplated under these Terms, including but not limited to, as a result of:
 - 7.1.1 Breach or non-performance by the Client of any of its undertakings, warranties, covenants, representations or obligations here under; or
 - 7.1.2 Any claim or proceeding brought by the Customer or any other person against Service Provider and/or the Bank, in respect of deficiency in the provision of Products and Service to its Customers; or

7.1.3 Any negligent act or omission or default or misconduct or fraud of the Client or its agents or Customers or any hacking or lapse in security in relation to the Website, Software Application, Bank's platform or the Customer data.

7.2 The indemnity provisions set forth herein shall survive the termination of Payment Gateway Services provided under these Terms.

8. Limitation of Liability

8.1 Client agrees that the role of the Bank shall be limited to services provided in relation to the Account and the Bank shall not be responsible in any manner for any loss, claim, damage which may be incurred or suffered by the Client, Customer or any third party or for any consequence whatsoever which may arise or be connected with the Payment Gateway Services.

8.2 The Bank shall not be liable for any direct, special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities whether or not the Bank has been advised in advance of the possibility of such loss, cost or damages.

9. Confidentiality

9.1 The Client agrees to keep confidential and not disclose to others all knowledge, information and data furnished and claimed to be proprietary by the Bank and/or the Service Provider, provided such information is given in writing or, if oral, is reduced to writing within thirty (30) days of such oral disclosure and such writing is marked to indicate the claims of ownership and/or secrecy.

9.2 The Client agrees that it shall not use, nor reproduce for use in any way, any proprietary information of Bank and/or the Bank or the Service Provider except in furtherance of availing Payment Gateway Services.

The Client agrees to protect the proprietary information of the other with the same standard of care and procedures used by themselves to protect their own proprietary information of similar importance but at all times using at least a reasonable degree of care.

9.3 The covenants of confidentiality set forth herein shall survive the termination of Payment Gateway Services under these Terms, until discontinued in writing jointly by the Client and the Bank.

10. Severability

10.1 If any provision of these Terms is held to be illegal, invalid, or unenforceable under any present or future law, such provision will be severable and these Terms will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof and the remaining Terms shall remain in full force and effect and will not be affected by such illegal, invalid, or unenforceable provision or by its severance here from.

11. Inconsistency

11.1 These Terms shall be in addition to and not in derogation to the terms and conditions for the Account ("**Primary Terms and Conditions**"). These Terms shall only govern the provision of Payment Gateway Services and the Primary Terms and Conditions shall only govern the operation of the Account.

12. Term and Termination

12.1 These Terms shall come into force when the Pay2Corp Application Form or the Client Request Letter is submitted by the Client to the Bank and may be terminated by either the Client or the Bank on its own accord (or on receipt of communication from the Service Provider), by giving a thirty (30) days prior written notice to the other party. The termination of these Terms shall not affect the rights and obligations of the Bank or the Client, accrued prior to such termination.

12.2 Notwithstanding anything herein contained, the Bank may forthwith terminate the provision of Payment Gateway Services upon occurrence of any of the following:

12.2.1 any default by the Client in performance of its obligations under these Terms;

- 12.2.2 in the event the Payment Gateway Services provided herein are found to be in contravention of applicable law or subsequently contravenes an applicable law or industry practice;
- 12.2.3 in the event any information given in the Pay2Corp Application Form or Client Request Letter is found to be inaccurate or false;
- 12.2.4 petition or application for insolvency is filed against the Client or if the Client makes an arrangement for the benefit of its creditors or, if the court receiver is appointed as receiver of all/any of properties of the Client;
- 12.2.5 upon the Bank and/or the Service Provider being aware that the Client is using the Payment Gateway Services for a purpose other than the purpose stated in the Pay2Corp Application Form or the Client Request Letter.

13. Governing Law and Dispute Resolution

- 13.1 These Terms shall be governed by and construed in accordance with the laws of India. Any dispute, controversy or claims arising out of or relating to this Terms or the breach, termination or invalidity thereof, shall be referred to the jurisdiction of courts in Mumbai.

14. Force Majeure

- 14.1 The Bank and/or Service Provider shall not be liable for their failure to perform their respective obligations under these Terms as a result of any Force Majeure event. For the purpose of this clause, Force Majeure Event shall include acts of god, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments, change in laws, rules and regulations and other allied acts of regulatory nature and failure to perform duties and obligations.

15. Disclaimer

- 15.1 The Client acknowledges that the Payment Gateway Services may not be uninterrupted or error free or virus free and the Bank and the Service Provider disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of such services for a particular purpose.
- 15.2 The Client also acknowledges that the arrangement between one or more Acquiring Banks and Service Provider may terminate at any time and services by such Acquiring Banks may be withdrawn. The Bank or the Service Provider shall not be liable to the Client for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data, interruption or stoppage of the Customer's access to and/or use of the Payment Gateway Services, interruption or stoppage of Software Application and/or Bank's platform, non-availability of connectivity between the Website, Bank's platform and Software Application etc.
- 15.3 The Bank or the Service Provider does not warrant that Software Application, Bank's platform, Payment Gateway Services, and the Acquiring Bank's services will be provided uninterrupted or free from errors or they are free from any virus or other malicious, destructive or corrupting code, program or macro.
- 15.2 The Bank or the Service Provider's sole obligation and the Client's sole and exclusive remedy in the event of interruption in the Payment Gateway Services shall be to use all reasonable endeavors to restore the said Payment Gateway Services as soon as reasonably possible.

16. General Provisions

- 16.1 The Client agrees that the Bank, Service Provider and/or the Acquiring Banks reserve the rights to call for Dispatch Proof at any time and the Client agrees to comply with such requests forthwith.
- 16.2 Dispatch Proof shall be maintained by the Client for a period of at least one (1) year from the date of Delivery and shall be open to inspection by Service Provider, the Bank, and the Acquiring Banks at all times.
- 16.3 The Client shall be informed by the Service Provider without any reference to the Bank, when an arrangement with a particular Acquiring Bank is terminated.
- 16.4 All notices in connection with the Payment Gateway Services by the Customer to the Bank shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by the Bank only upon acknowledgment of receipt of the same in writing by the Bank.
Addressed to:
Head Payment Services,
Transaction Banking,
ICICI Bank Limited,
ICICI Bank Towers,
Bandra Kurla Complex,
Mumbai-400051.
- 16.5 The Client agrees that it is an independent entity and nothing here under shall make them partners, employees, agents or representatives of the Bank. The Client shall not make any representation that suggests otherwise.
- 16.6 The Client understands that the Service Provider is an entity independent of the Bank and it is not the agent, representative or partner of the Bank. The Client shall not make any representation that suggests otherwise.
- 16.7 The Client fully understands that Payment Gateway Services are provided to the Client strictly on a non-exclusive basis and therefore nothing contained herein shall prohibit the Bank or the Service Provider from rendering similar services to others, including competitors of the Client.
- 16.8 In connection with the Payment Gateway Services, the Client agrees to execute and deliver such additional documents including but not limited to Know Your Customer ("KYC") and perform actions as may be necessary or reasonably requested by the Bank or the Service Provider, as the case may be, to carry out or evidence the transactions/services carried out under the Payment Gateway Services.
- 16.9 No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 16.10 No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 16.11 The Client fully understands that the Service Provider and the Bank shall have access to the data of the Customers for generation of Management Information System("MIS") report.
- 16.12 Any modification in the Payment Gateway Services shall be mutually decided by the Bank, Service Provider and the Client in writing.

- 16.13 The process of handling Chargeback is different for each Service Provider, the terms and conditions governing Chargeback for the respective Service Providers shall be hosted on the platform of the Bank.
- 16.14 The Client shall not be able to change the bank account in which the Customer Charge is to be credited by the Service Provider in relation to the Payment Gateway Services.
- 16.15 MIS issued to the Client shall be in format and delivered in the manner as decided by the Bank and/or the Service Provider.
- 16.16 The Client shall contact the help desk number of the Service Provider for any issues relating to the Payment Gateway Services.
- 16.17 The Website shall be integrated with the Bank's platform which shall be in turn integrated with the Software Application when the Client avails Pay2Corp Services
- 16.18 The Website shall be integrated solely with Software Application when standalone Payment Gateway Services are availed.
- 16.19 The Client shall not assign, in whole or in part, the benefits or obligations arising out of these Terms read with the Pay2Corp Application Form/Client Service Letter, as maybe applicable, to any other person.
- 16.20 Payment Gateway Services shall not be automatically available to any affiliates, subsidiaries, parent companies or group companies of the Client unless such entity independently seeks the provision of the Payment Gateway Services and executes and furnishes documents to the Bank.

Chargeback for Infibeam Avenues

Chargeback can be raised by the debit or credit cardholder/s on any of the mentioned reasons in the list of chargeback reason and documentation. Client has to re-present the case within 5 days from the date of chargeback intimation mail with Service Proof, Signed proof of delivery (Mandatory)/ customer acceptance mail/ Client explanation letter etc. to defend the chargeback. Also as per VISA/ Master Rules Client has to preserve the proof of delivery at least for a year to deal with the chargeback/ dispute.

Pre-arb/ Second chargeback is raised by the customer within 45-50 days of the chargeback re-presented. Resolution on chargeback case arrives within 75 days of the date of chargeback which may not be lesser than the mentioned time but get extended to 75-120 days in rare crucial cases. Additional documents like Customer authorization letter/ mail, Customer acceptance are requested by the bank if the provided documents do not suffice their requirements or are insufficient.

Chargeback received will reflect as "Dispute" in the Infibeam Avenues new platform, which when represented and declared in Client Favor within the stated timeline will reflect as "Closed" and if we lost the case due to no re-presentation OR debit acceptance by the Client will reflect as "Chargeback" that is permanent debit in the chargeback case which cannot be retained/ reversed.

Significantly, it is mandatory to build a "I Accept policy" on the Checkout page of the Client website and this policy should cover all the terms & conditions and refund & Cancellation policies of the Services/ Products being purchased. It should be built in such a way that after scroll down on the small screen of this policy the "TICK" option should work. This is required to prevent chargebacks

on credit is due/ defective goods/ not as describe/ Service not rendered reasons to fight against the disputes/ chargeback. This Policy is a mandatory requirement of the Associations (VISA/ MASTER).

Reason of Chargeback: Documents required for chargeback by reason are as follows:

REASONS OF CHARGEBACK	DOCS REQUIRED
Credit Not Processed/ Refund is due	Transaction receipt, ME Letter, Terms & conditions of transaction/Policy of cancellation
Duplicate Processing	Transaction receipt & Invoice/ POD for both cases
Transaction Not Recognized/ No Authorization	Transaction receipt & Invoice/Bill copy, Customer acceptance Mail/ authorization letter/ Transaction receipt signed by cardholder
Retrieval Request	Invoice copy and Proof Of Delivery, Customer acceptance Mail
Not As Described Or Defective Merchandise	Transaction receipt copy, bill/invoice, Proof Of Delivery (POD) and ME explant letter, Terms & conditions of transaction/Policy of cancellation, Product features
Services Not Provided Or Merchandise Not received	Transaction receipt, Invoice/Billed copy, signed Proof Of Delivery, Proof of receipt

How to prevent the chargeback :

The Customers usually try to contact the Client before they request a chargeback. However, there are many things Client can do to prevent chargebacks. They are almost unstoppable and it's impossible to eliminate them completely, but Client can surely reduce their chargeback count by following below mentioned proposals.

The Client need to be prepared for fraudulent activities, so make sure that you always verify overseas customers with the payment processing company. It's important, especially when you run a high-risk business.

Fast shipping can also help. People are impatient and waiting too long for ordered items may cause the disputed transaction. Provide shipment tracking information to show your customer where their package is, and to make your business legitimate. Another good idea is to send a confirmation e-mail after the purchase with all the details.

Make the refund policy clear and offer a refund when a customer isn't satisfied with the product or ordered product is not available. Give detailed information that tells your customers how to return the

item and how to request a refund. You have minimum 90 days to give them the refund. It will help to prevent chargebacks and you'll avoid a negative review.

It's also a good idea to provide up-to-date product or service descriptions on your website to make customers aware of what they are ordering. When the description doesn't match the product the customer receives, the chances that they will issue a chargeback are high. You need to be sure what you are delivering.

Without question, the best thing you can do is provide excellent customer service, so that, when a customer feels like something has gone awry with a transaction, they're more likely to take it up with you and ask for a refund, before they complain to their issuing bank.

Clearly articulated, readily accessible explanations of your policies, in regard to returns, exchanges, and authorization holds, can also help. So make sure your customers are fully informed about automatic charges, variable subscription amount.

Watch your chargeback ratio closely. In general, you can calculate it by taking your total number of chargebacks per month and dividing it by the number of monthly transactions (the best is to keep the ratio below 0.75%). Also need to understand what is the common reason for the chargeback raised by the card members so you can make the changes in your internal process accordingly.

Amex Cards

The Client hereby agrees, assures and covenants as under, as far as American Express Card processing is concern:-

- a. The Client must comply with, the American Express Data Security Operating Policy, a copy of which is available at www.americanexpress.com/datasecurity and which American Express Card may amend from time to time in accordance with its terms.
- b. The Client must indicate its acceptance of the American Express Card whenever it communicates the payment methods it accepts to customers and display the American Express Card Marks according to the American Express Card guidelines/ Terms and Conditions and as prominently as warmly welcoming American Express Cards and in the same manner as any other Payment Product.
- c. The Client must not (i) try to dissuade American Express Card members from using the American Express Card; (ii) criticize or mischaracterize the American Express Card or any of its services or programs; (iii) try to persuade or prompt American Express Card members to use any other payment products or any other method of payment (e.g., payment by cheque); (iv) impose any restrictions, conditions, or disadvantages when the American Express Card is accepted that are not imposed equally on all other payment products (except where expressly permitted under applicable national law); or (v) promote any other payment products (except the Client's own card that it issues for use solely at its establishments) more actively than it promotes the American Express Card.
- d. The Client must not (i) engage in activities that harm American Express Card's business or brand; or (ii) indicate or imply that it prefers, directly or indirectly, any other payment products over the American Express Card. If American Express provides notice to Payment Gateway

Service Provider that Client has breached this provision, Payment Gateway Service Provider reserves its right to cease submitting Charges within 2 business days and require Client to remove all American Express identification, logos and decals from Client's website immediately. If American Express determine that Payment Gateway Service Provider on behalf of the Client vide this Agreement has failed to cease submitting Charges after receipt of such information from American Express and that Payment Gateway Service Provider have breached this provision due to default of Client, Payment Gateway Service Provider shall be penalized the amount of Five Thousand United States (\$5,000.00 USD) or in equivalent Indian Rupees for continuing to submit Charges. This penalty will apply on a monthly basis. Accordingly, if Payment Gateway Service Provider submits Charges during July and again in August, Payment Gateway Service Provider will be penalized twice. If penalized, Payment Gateway Service Provider agrees to remit payment to American Express within 30 days of your receipt of an invoice. If Payment Gateway Service Provider fails to remit such payment, American Express may debit all relevant amounts from the bank account Payment Gateway Service Provider have designated to receive payments from American Express pursuant to this Agreement. The Payment Gateway Service Provider in event of such penalty been imposed by American Express reserve its right to impose the same on Client and the Client agrees to pay such penalty to Payment Gateway Service Provider forthwith without any demur or protest, dispute or delay.

- e. The Client shall maintain customer service information that is readily available for review by American Express Card member transacting with Client. The customer service information should include clear instructions on how to contact Client if the American Express Card member has any question about a transaction. At a minimum, the instructions must provide an active customer service e-mail address and a customer service telephone number for the Client and for Payment Gateway Service Provider an email address and web page address on Payment Gateway Service Provider's Web site where American Express card members can access transaction information.
- f. The Client hereby agrees, covenants (i) to accept Cards in accordance with the terms of the Client Agreement; (ii) to authorise Payment Gateway Service Provider to submit transactions to, and receive settlement from American Express Card on behalf of the Client; (iii) to authorise Payment Gateway Service Provider to disclose transaction data, Client data, personal information and other information about the Client to American Express Card and its affiliates, agents, subcontractors, and employees, and allows American Express Card and its Affiliates, agents, subcontractors, and employees to use such information to perform under the Agreement, operate and promote the network, perform analytics and create reports, and for any other lawful business purpose; (iv) to display American Express Card Marks and give Amex equal representation with any signage, decals or other identification when promoting payment methods and remove them in case of termination of Client Agreement; (v) to enable Payment Gateway Service Provider to comply with its obligations in relation to Card member disputes, transaction processing, authorisation, submission and protecting Card member information; (vi) to comply with all applicable laws, rules and regulations relating to the conduct of the Client's business; (vii) that Client shall warmly welcome American Express Cards, meaning that they either do not surcharge American Express Card members, or if they do, they apply a surcharge that is not more than any surcharge they apply to other credit cards and they do not discourage Card members from using their Cards; (viii) that the third party vendor approved by American Express Card may visit the office of Client to assess and document warmly welcoming performance of American Express Card; (ix) that the refund policies of Client for purchases on the American Express Card must be at least as favourable as their refund policies for purchases on any Other Payment Product and the refund policy must be disclosed to Card members at the time of purchase and in compliance with applicable law; (x) to abide by the limitation on

American Express Card's liability set forth in this Agreement; (x) provides third-party beneficiary rights to American Express Card with the ability to enforce the terms of the Client Agreement against the Client as necessary to protect the American Express Card brand; (xi) provides American Express Card with the ability to enforce industry-specific requirements of which American Express Card notifies the Payment Gateway Service Provider in writing from time to time; (xii) to ensure that Client website does not contain libellous, defamatory, obscene, pornographic, or profane material or any information that may cause harm to any individuals or to the American Express Card brand; (xiii) to allow Payment Gateway Service Provider and American Express Card to conduct audits, periodic oversight reviews, collect documents, "know your customer" ("KYC") and anti-money laundering ("AML") checks in accordance with all applicable laws and regulations and to enable American Express Card to satisfy its obligations under applicable local law and any other requirements imposed by regulators; (xiv) Sponsored Clients must not process any Charges that would be considered Prohibited Uses as outlined in section 2d of the American Express Card Terms and Conditions.

- g. The Client ensures that each of its owners, directors, employees and every other person working on its behalf, has not and shall not, in connection with this Agreement or in connection with any other business transactions involving American Express Card, make any payment or transfer, or transfer anything of value, directly or indirectly, to: (a) any governmental official or employee (including employees of a government corporation or public international organisation); (b) any political party, official of a political party, or candidate for public office; (c) an intermediary for payment to any of the foregoing; or (d) any other person or entity if such payment or transfer would violate the laws of the country in which it is made or the US Foreign Corrupt Practices Act 1977.

