

Terms & Conditions

1. GENERAL

- a. These terms and conditions ("Terms") along with the Privacy Policy (as defined) constitute an agreement between Payquick Eservices Private Limited. Limited, formerly known as Payquick Eservices Private Limited Digital Limited ("PAYQUICK ESERVICES PRIVATE LIMITED") and the customer service points (CSPs)/agents/merchants/retailers of PAYQUICK ESERVICES PRIVATE LIMITED ("**CSPs**"), entitling such CSPs to provide the Services (as defined herein) to the customers in India through the portal/ website: payquickpayment.com or, mobile application namely "Payquick Eservices Private Limited . Merchant a Micro ATM, Transfer" ("Terminal"). These Terms are in addition to any other agreement that may have been executed between PAYQUICK ESERVICES PRIVATE LIMITED and such CSPs for the purpose of providing the Services. However, in case of any inconsistency in the provisions of these Terms and such agreement, the provisions of these Terms shall prevail to the extent of such inconsistency.
- b. You acknowledge that You propose to be engaged with PAYQUICK ESERVICES PRIVATE LIMITED as its CSP in order to provide the Services to customers in India and thus have commenced the log-in to the Terminal. However, please note that before you commence to provide the Services as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED, you are required to read and understand these Terms and only if You are agreeable to these Terms, you can proceed and continue to log-in and provide the Services as CSP of PAYQUICK ESERVICES PRIVATE LIMITED. By continuing to log-in and access the Terminal and provide the Services, it shall be deemed that You agree to be bound by these Terms. However, in case, you do not agree to these Terms, you are required, not to proceed with log-in and leave the Terminal immediately. Please note that in case You do not agree to these Terms, you are not entitled to provide the Services and to be associated with PAYQUICK ESERVICES PRIVATE LIMITED as its CSP.
- c. You agree and acknowledge that the access and use of the Terminal by You is voluntary and of Your own accord and Your access and use of the Terminal shall be subject to the Applicable Laws (as defined).
- d. You acknowledge that in respect of certain Services, you shall not be entitled to deal in them unless Your account has been approved by the respective Service Providers (as defined).
- e. The phrase 'to provide the Services' or 'provisioning of the Services' used in these terms shall be construed to mean 'onward provisioning, sale, distribution and supply of Services through the Terminal'.
- f. The terms and conditions specific to a particular Service(s) shall be applicable on You and PAYQUICK ESERVICES PRIVATE LIMITED when You opt for such Service(s).
- g. You hereby agree and specifically authorize PAYQUICK ESERVICES PRIVATE LIMITED to share Your details, documents and credentials to prospective customers and partners of PAYQUICK ESERVICES PRIVATE LIMITED with the objective of increasing Your business.

2. DEFINITIONS

The words and expressions beginning with capital letters in these Terms shall, unless the context otherwise requires, have the meaning ascribed thereto herein:

- a. **Applicable Law:** shall mean any and all applicable laws, statutes, rules, regulations, directions, guidelines, ordinances, orders, policies, judgments, decrees or other requirements or official directives of any Governmental, statutory and regulatory authorities, Bank, National Payments Corporation of India (NPCI), RBI, Unique Identification Authority of India (UIDAI) or courts of law.
- b. **Bank:** shall mean the bank which has appointed PAYQUICK ESERVICES PRIVATE LIMITED as business correspondent, in terms of relevant RBI guidelines, to provide, inter alia, the . transfer services.
- c. **Customers:** shall mean the end users approaching the CSPs for availing the Services.
- d. **CSP Location:** shall mean the shop or office premises owned or rented by the CSP, to be used for the purpose of rendering of Services to the Customers.
- e. **Privacy Policy:** shall mean the policy which is separately given on the Terminal.
- f. **Services:** shall mean the following services, under the brand "Payquick Eservices Private Limited" as made available to the CSP for onward provisioning, sale, distribution and supply through the terminal:

- **1: Online Domestic. Transfer/ remittance services. (DMT)**
 - **2: Aadhaar Enabled Payment System services (AEPS)**
 - **3: Bharat Bill Payment Services (BBPS)**
 - **4: Facilitation of online booking of railway E-tickets, flight tickets, bus tickets and hotel accommodations on behalf of Service Providers**
 - **5: Mobile recharge and DTH recharge (other than Dish TV, Sun Direct TV and Tata Sky)**
 - **6: PAN Card processing services**
 - **7: Facilitation of Purchase and Sale of Gold through the Terminal**
 - **8: Card Payment Services**
 - **9: Aadhaarpay Services**
 - **10: Cash@POS Services**
 - **11: Other services as made available to the CSP for onward sale, distribution and supply through the Terminal**
 - **Virtual Account for service Bank.**
- g. **Service Provider:** means the entities engaged in the business of provision of the Services in respect of which PAYQUICK ESERVICES PRIVATE LIMITED has or may have, agreements from time to time, authorizing PAYQUICK ESERVICES PRIVATE LIMITED, for onward provisioning, sale, distribution and supply of such Services through the CSPs.
- h. **Software Program:** shall refer to various Software Programs supplied by PAYQUICK ESERVICES PRIVATE LIMITED that can be installed into Terminal equipment or computer enabling the dispensation of Services electronically.
- i. **Transactions:** shall mean the electronic transactions undertaken by You pertaining to onward provisioning, sale, distribution and supply of Services to the Customers through the Terminal.

3. YOUR OBLIGATIONS

A. Following Obligations shall apply to You, generally in respect of all the Services.

(a) General in nature

- i. You shall at all times comply with instructions, directions, guidelines and policies issued by PAYQUICK ESERVICES PRIVATE LIMITED, from time to time relating to the performance of Your obligations as CSP under these Terms. You shall also, at all times comply with the provisions of, and maintain and preserve all records, registers, books and papers and information (which shall be available for inspection and audit along with supply of extracts thereof, as and when required either by PAYQUICK ESERVICES PRIVATE LIMITED or RBI or Bank or National Payment Corporation of India or Service Provider or other competent statutory authorities), as required under, Applicable Laws including but not limited to guidelines and standards under Bharat Bill Payment System issued by NPCI and RBI and relevant KYC/Anti-Laundering/Financial Terrorism related norms/ rules/ regulations/ circulars as mandated by RBI, NPCI and other relevant statutory authorities. In addition, you shall comply with the requests and directions of Banks/ Service Providers, received in reference to your engagement with PAYQUICK ESERVICES PRIVATE LIMITED as its CSP. Further You shall submit periodic reports, returns, statements, certificates and such other documents as may be required by PAYQUICK ESERVICES PRIVATE LIMITED/RBI/Bank/ NPCI/ Service Provider and/or other competent statutory authorities from time to time or as provided under Applicable Laws.
- ii. You shall also co-operate in good faith to correct any practice which are found to be deficient during the audit and inspection, within a reasonable time after receipt of audit report from PAYQUICK ESERVICES PRIVATE LIMITED/RBI/Bank/ NPCI, as the case may be.
- iii. You shall provide all kinds of support and facilitation to PAYQUICK ESERVICES PRIVATE LIMITED, while performing the scope of work as mentioned in these Terms.
- iv. You shall deal with, provide and resolve all queries, clarifications, inquiries, disputes and / or complaints of the Customers in relation to Services offered. You shall be responsible in resolving the complaints/ disputes from the Customers and third parties against You arising on any account whatsoever. You acknowledge that PAYQUICK ESERVICES PRIVATE LIMITED shall not be liable and responsible in any

manner whatsoever for any complaints/ disputes or issue arising between You and the Customer and third parties.

- v. You shall not accept any gift, commission or any sort of gratification in cash or kind from any person, party or firm or other company having dealing with PAYQUICK ESERVICES PRIVATE LIMITED and if You are offered any of such, you shall immediately report the same to the management of PAYQUICK ESERVICES PRIVATE LIMITED.
- vi. You shall be solely responsible to pay the salaries and other employees related payments to Your personnel/employees and for taking policies such as medical insurance, life insurance etc for them and to comply with all Applicable Laws relating to employment of such personnel/employees of You and PAYQUICK ESERVICES PRIVATE LIMITED shall have no responsibility or liability of any kind whatsoever for the same.
- vii. You undertake that You shall at Your own risk and cost keep and maintain the CSP Location in proper manner for rendering of the Services to the Customers and procure/ facilitate sufficient man power for the same and keep the complete and proper accounts relating to rendering of the Services.
- viii. You shall not indulge in or promote any unlawful, illicit or illegal activity or purposes while providing the Services.
- ix. You acknowledge that PAYQUICK ESERVICES PRIVATE LIMITED officials shall have the right to undertake a visit on Your premises or CSP Location on any day to satisfy itself about the authenticity and credibility of the information provided by You during or before your enrolment as a CSP with PAYQUICK ESERVICES PRIVATE LIMITED or in connection with performance of any obligations by You under these Terms.
- x. You shall ensure that You shall carry out all due identification and verifications of the Customer and comply with all Know Your Customer (KYC) requirements, as may be required by the Applicable Law and as per policies as communicated by PAYQUICK ESERVICES PRIVATE LIMITED from time to time, before initiating any Transactions as requested by the Customer. You shall ensure to collect, keep in its safe custody and provide to PAYQUICK ESERVICES PRIVATE LIMITED the KYC documents (documents relating to identity and address verification) of Customers, if any, in electronic or physical form, as per PAYQUICK ESERVICES PRIVATE LIMITED's requirement. For the purpose of enrolment of Customers for providing them the Services, You shall meet the Customers, collect the Know Your Customer (KYC) documents as specified by PAYQUICK ESERVICES PRIVATE LIMITED along with a duly signed requisite application form wherever applicable and all such other details of the Customers as required by PAYQUICK ESERVICES PRIVATE LIMITED from time to time and upon comparing the copy of the Know Your Customer (KYC) documents collected with the original, record the same on the copy of the KYC by affixing the "Original Seen and Verified" stamp under Your signature, on these documents. For the limited purpose of your above said obligation of "Original Seen and Verified" only, you shall be deemed to be the authorized officer of PAYQUICK ESERVICES PRIVATE LIMITED.
- xi. You shall discharge Your fiduciary obligations with respect to providing the Services to the Customers promptly and without failure. You shall have in place suitable arrangement, processes and risk control mechanism to ensure that there is no default or delay in effective delivery of Services to the Customers.
- xii. In case of change of any details pertaining to your business and engagement with PAYQUICK ESERVICES PRIVATE LIMITED as a CSP or changes in the contact details like mobile number/landline number, email id/registered address/ Shop or CSP Location change, You shall inform PAYQUICK ESERVICES PRIVATE LIMITED of the same promptly in writing or by email, providing full details of such changes.
- xiii. You shall ensure that you have all the valid licenses and efficient staff to undertake the Transactions.
- xiv. You shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - a. belongs to another person and to which You do not have any right to;
 - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging, laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - c. harm minors in any way;
 - d. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
 - e. violates any law for the time being in force;
 - f. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

- g. impersonate another person;
- h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- i. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- j. shall be false, inaccurate or misleading;

(b) Exclusivity

- i. You shall not engage, deal with or enter into an agreement with any other party or any company/organization engaged in rendering/sale/promotion of same/similar services.
- ii. You undertake to use CSP Location solely for the Services and confirm that CSP Location is neither being currently used and nor will be simultaneously used in future for any similar services and/or product offerings of any other company.

(c) Advertising and Representation as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED

- i. You agree to provide adequate space at the CSP Location for display/selling/ branding/marketing of the Services as per the guidelines of PAYQUICK ESERVICES PRIVATE LIMITED or/and statutory regulations or mandates of RBI/ NPCI/ Bank/ Service Provider.
- ii. You in all Your dealings with the third parties shall describe Yourself only as "CSP" of PAYQUICK ESERVICES PRIVATE LIMITED and under no other description or nomenclature. You shall not describe Yourself as a partner or employee of PAYQUICK ESERVICES PRIVATE LIMITED nor shall You be entitled to represent PAYQUICK ESERVICES PRIVATE LIMITED in any other manner whatsoever.
- iii. You shall not (except in the normal course of PAYQUICK ESERVICES PRIVATE LIMITED's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to Services or to any matter with which PAYQUICK ESERVICES PRIVATE LIMITED may be concerned, unless You have obtained the written permission from PAYQUICK ESERVICES PRIVATE LIMITED.
- iv. You shall not give or make any guarantees, warranties or representations on behalf of PAYQUICK ESERVICES PRIVATE LIMITED as to the conditions, quality, durability, performance of the Services other than or different from those provided by PAYQUICK ESERVICES PRIVATE LIMITED in writing. You shall not use any advertising or promotional materials tending to mislead the public; or make any false or misleading representation with regard to the Services and Terminal.
- v. PAYQUICK ESERVICES PRIVATE LIMITED, at its sole discretion, may provide to You suitable advertisement support, technical and marketing guidance and staff training as and when it may deem necessary. You shall not make use of PAYQUICK ESERVICES PRIVATE LIMITED's logo/mark on any slips/receipts, visiting cards, letter heads etc. without written approval/consent of PAYQUICK ESERVICES PRIVATE LIMITED.
- vi. You undertake that You shall not do anything that damages the name, goodwill and reputation of PAYQUICK ESERVICES PRIVATE LIMITED, its subsidiaries, clients, suppliers and affiliates and shall protect and enhance the name, goodwill and reputation of PAYQUICK ESERVICES PRIVATE LIMITED during the course of the fulfilment of Your obligations under these Terms.
- vii. You shall display, in such manner as directed by PAYQUICK ESERVICES PRIVATE LIMITED, the Services and other charges and fees that may be advised by PAYQUICK ESERVICES PRIVATE LIMITED or as per directives of Applicable Law from time to time.
- viii. You shall prominently display the certificate of authorization/ training issued by PAYQUICK ESERVICES PRIVATE LIMITED, if any.
- ix. In case of You acting as Business Correspondent Agent, You shall put up a signage indicating Your status as a business correspondent agent for Bank, display the Business Correspondent certificate, if any, and also disclose the name of PAYQUICK ESERVICES PRIVATE LIMITED, the contact details of the base branch/controlling office of Bank, details of the banking ombudsman and the fees for all Services, charged by the Bank, available at the outlet.

- x. In case of You acting as CSP of PAYQUICK ESERVICES PRIVATE LIMITED for domestic. transfer/remittance services through Payquick Eservices Private Limited wallet, you shall post a signage indicating your status as a 'service provider/ CSP' of PAYQUICK ESERVICES PRIVATE LIMITED as PPI Issuer.
- xi. You shall display such grievance redressal policy and in such manner as communicated from time to time by PAYQUICK ESERVICES PRIVATE LIMITED, at the CSP Location.
- xii. You shall send the Customer registration form, if any, and KYC in such manner as may be provided by PAYQUICK ESERVICES PRIVATE LIMITED.

(d) Technology-related Obligations

- i. You shall integrate Your hardware/software with PAYQUICK ESERVICES PRIVATE LIMITED's systems as and when required by PAYQUICK ESERVICES PRIVATE LIMITED, for seamless rendering of the Services.
- ii. You agree to maintain the strict secrecy and confidentiality of log-in user-id and password provided to You and You shall not disclose the same to any third party. You agree that You shall be solely responsible for any unauthorized use or disclosure of Your user-id and password and PAYQUICK ESERVICES PRIVATE LIMITED shall not be liable in any manner whatsoever for any losses, claims, liabilities arising out of or in connection with such use and/or disclosure.
- iii. You shall bear all costs and expenses for establishing and maintaining the network link between PAYQUICK ESERVICES PRIVATE LIMITED and You for the Services.
- iv. You shall ensure availability of the required infrastructure, system, hardware, software, network, scanners and other devices, as required for the provisioning of the Services at Your outlet.
- v. You shall promptly notify PAYQUICK ESERVICES PRIVATE LIMITED, in the event there is an error in the Your connection with PAYQUICK ESERVICES PRIVATE LIMITED or You are unable to process the Transactions for any other reason whatsoever.
- vi. You shall ensure that it shall not compromise the integrity and robustness of the systems, network, connectivity, Terminal and any hardware, software and equipments used in the provisioning of the Services whether belonging to any statutory authority or PAYQUICK ESERVICES PRIVATE LIMITED or You or any third party. You shall be solely responsible for ensuring that same shall, at all times, be free from all malware, viruses, black boxes, trapdoors, trojan-horses etc.
- vii. You shall not sell, redistribute, reproduce, modify, decompile, disassemble or reverse engineer any part or portion of the Terminal; and not to use the same for any purpose that violates the Applicable Laws. The same restrictions shall mutatis mutandis apply in respect of any internet-based application/ platform that You shall be provided access to for the purpose of providing the Services.
- viii. You shall not permit any third party to use the Terminal and Terminal-related content for any purpose other than in accordance with these Terms. The same restrictions shall mutatis mutandis apply in respect of any internet-based application/ platform that You shall be provided access to for the purpose of providing the Services.
- ix. PAYQUICK ESERVICES PRIVATE LIMITED/RBI/ Bank/NPCI/ Service Provider shall be entitled to review the security practices and control processes of You use periodically and require You to forthwith disclose security breaches that come to Your knowledge.
- x. You acknowledge that in the event of instability of PAYQUICK ESERVICES PRIVATE LIMITED's system or an emergency, PAYQUICK ESERVICES PRIVATE LIMITED may, upon written notice to You, temporarily suspend the access to the Service and Terminal.
- xi. You shall ensure to have the requisite infrastructure for protecting the privacy and confidentiality of sensitive Customers' data (bank details, passwords, card details, PIN etc.) in compliance with the industry standards as applicable, such as ISO/IEC 27001, PCI-DSS and provisions of the Information Technology Act (as amended from time to time). You shall ensure that no such Customer data is misused by You.

(e) Transactions-related Obligations

- i. Float Amount: You shall at all times maintain with PAYQUICK ESERVICES PRIVATE LIMITED, such minimum amount as directed by the PAYQUICK ESERVICES PRIVATE LIMITED ("Float Amount") towards the access of Services. Such Float Amount shall be deposited with PAYQUICK ESERVICES PRIVATE LIMITED through banking channel only and not by way of cash. Float Amount shall be used/adjusted towards the settlement of the Transactions pertaining to Services. The Transaction Amount and any other amount payable to PAYQUICK ESERVICES PRIVATE LIMITED by You shall be debited from the Float Amount on real-time basis and commissions payable to You on the said Transactions shall be credited to

the said Float Amount. You agree that the Transaction Amount payable by You shall not exceed the Float Amount at any point of time in any circumstances. This Float Amount shall be replenished from time to time by You in order to maintain the minimum amount as specified above. Maintenance of such Float Amount is the essential condition of Your engagement with PAYQUICK ESERVICES PRIVATE LIMITED as its CSP.

- ii. You shall furnish instant confirmation of payment made/success of Transaction via a payment receipt/confirmation message to the Customers. The receipt could be in physical or electronic form (SMS/ email etc.) or as per Applicable Laws. You shall issue receipts of Transactions to Customers generated through system and no manual receipt shall be issued.
- iii. You are not authorized to hold or retain cash received from Customers without completing the Transaction.
- iv. You are prohibited from charging any fee to the Customers directly for Services rendered by You on behalf of PAYQUICK ESERVICES PRIVATE LIMITED. You shall collect only defined amount as a fee from Customer and shall acknowledge the same by issuing a receipt (in printed or electronic form generated from the system) on behalf of PAYQUICK ESERVICES PRIVATE LIMITED. The defined amount shall be communicated by PAYQUICK ESERVICES PRIVATE LIMITED to You from time to time and shall be at PAYQUICK ESERVICES PRIVATE LIMITED's sole discretion. You shall not take any additional fee directly from Customer on behalf of PAYQUICK ESERVICES PRIVATE LIMITED.
- v. You shall disclose the charges and fees pertaining to Services and various types of transactions conspicuously at CSP Location for the benefit of the Customers.
- vi. You agree to take all necessary care and observe due diligence while carrying out Transactions and shall be wholly and exclusively responsible for any liability arising due to failure to do so. You shall take all care in entering the Customer's details correctly for carrying out Transactions and PAYQUICK ESERVICES PRIVATE LIMITED shall not be liable for any wrong Transactions. You are solely responsible to resolve issues arising out of any incorrect details and PAYQUICK ESERVICES PRIVATE LIMITED shall not have any liability or responsibility in such cases.
- vii. In case of AEPS Services, no service fee, in any manner, shall be recovered/ charged by You from the Customers.
- viii. You shall maintain secrecy of Transactions according to Fair Practice Code of Indian Bank Association (IBA).
- ix. You shall, on a monthly basis, confirm on the number of Customer registrations, if any, done on Your behalf, with details of the Transaction/s, if any, and purpose thereof.
- x. You shall at all times maintain such amount of cash as is necessary for undertaking the Transactions.
- xi. You shall reimburse PAYQUICK ESERVICES PRIVATE LIMITED in case of Chargebacks as received by PAYQUICK ESERVICES PRIVATE LIMITED from the Bank.
- xii. You shall not keep or store in any manner, any and all data pertaining to the Transactions or payments, including but not limited to Transaction logs, in Your possession or control directly or indirectly and You are hereby prohibited to download such data from the Terminal.

B. Following Obligations shall apply to You, in respect of the specific Services, as outlined below:

(a) Aadhaar Pay Services:

1. You acknowledge, agree and confirm that in order to access the Aadhaarpay Services, you shall be required to use the Digital POS. Digital POS for the purpose of Aadhaarpay Services shall mean digital point of sale terminals/equipment's/software of Aadhar Pay which are used to facilitate payments.
2. You hereby agree and undertake that You shall use the Digital POS provided by PAYQUICK ESERVICES PRIVATE LIMITED and deploy it at Your premises, for the purpose of facilitating payment of Transactions made by Your Customers in respect of Your services/products, subject to complying with the terms and conditions as mentioned in herein.
3. You acknowledge that the access to AadhaarPay services shall be subject to approval of the Bank. PAYQUICK ESERVICES PRIVATE LIMITED shall in no way be liable or responsible for any claims, losses and liabilities, by whatever name called, incurred by You in the event of Your on-boarding being denied/ rejected/not accepted by the Bank.
4. Notwithstanding anything contained in these Terms, PAYQUICK ESERVICES PRIVATE LIMITED shall not be liable in any manner whatsoever, whether directly or indirectly, to You for any act or omission on the part of Bank or for any matter in respect of or arising out of or in connection with the performance of obligations by Bank under the agreement between Bank and PAYQUICK ESERVICES PRIVATE LIMITED.

5. You hereby authorize PAYQUICK ESERVICES PRIVATE LIMITED to receive the payments of the Purchase Price ("Purchase Price" in respect of the product(s) means the sale price of such product(s) inclusive of all taxes, convenience charges and delivery charges as communicated to the Customers by You and which are payable by the Customers to You) on Your behalf. Upon receipt from the Bank in the Current Account ("Current Account" means an account maintained by PAYQUICK ESERVICES PRIVATE LIMITED with the Bank for settlement of Transactions), the Purchase Price, less deductions of such amounts as may be made by the Bank as per the agreement between PAYQUICK ESERVICES PRIVATE LIMITED and the Bank, PAYQUICK ESERVICES PRIVATE LIMITED shall credit Your wallet or credit Your bank account, on real time basis or within T+2, respectively, with such amounts as may be due and payable as per the Terms.
6. You agree to pay PAYQUICK ESERVICES PRIVATE LIMITED all the expenses that may be incurred by PAYQUICK ESERVICES PRIVATE LIMITED for repairing/replacing the Digital POS equipment which may get damaged as a result of improper/mishandling by You.
7. You shall retain the Charge Slip(s) ("Charge Slip" means the form generated while using the Digital POS after payment for Transaction is undertaken by Customer) and the bills/invoices pertaining to the Charge Slip for a period of 18 months from submission date or such further period as Bank may stipulate from time to time and make those promptly available to Bank on request. The Customer's copy of the charge slip is to be provided to the Customer duly completed
8. As and when PAYQUICK ESERVICES PRIVATE LIMITED representative requests for a particular Charge Slip, the same shall be handed over to PAYQUICK ESERVICES PRIVATE LIMITED promptly and without fail.
9. You shall permit PAYQUICK ESERVICES PRIVATE LIMITED or its representative for installation of the Digital POS in Your premises at the time of CSP Boarding and for de-installation of the Digital POS in case of de-boarding at Your registered address. In case of branches or offices at other locations, the same needs to be provided in writing to PAYQUICK ESERVICES PRIVATE LIMITED under Your letter head as a the CSP prior to installation
10. You shall under no circumstances adopt unethical Transaction practices, including but not limited to, doing transactions without a valid purchase
11. You shall under no circumstances shift the equipment from its designated place on its own, once installed, without PAYQUICK ESERVICES PRIVATE LIMITED's consent.
12. You acknowledge that the services under these Terms are on 'as is' basis and it shall not hold PAYQUICK ESERVICES PRIVATE LIMITED liable for any deficiency of services as being availed by it. You further acknowledge that the scope of services may be changed by PAYQUICK ESERVICES PRIVATE LIMITED and/or the Bank, at any point of time during the term of Your engagement with PAYQUICK ESERVICES PRIVATE LIMITED.
13. You shall inform PAYQUICK ESERVICES PRIVATE LIMITED of the category of products/ services that shall be provided by You and for which the Aadhaarpay services shall be used for accepting payments from Customers. The said category shall be approved by the Bank as per the terms of the agreement between the Bank and PAYQUICK ESERVICES PRIVATE LIMITED. Any deviation from this, including disbursal of cash, rendering services / selling products not under the said category shall entitle Bank/PAYQUICK ESERVICES PRIVATE LIMITED to terminate the services and CSP shall fully indemnify PAYQUICK ESERVICES PRIVATE LIMITED in case of any losses/ liabilities incurred by PAYQUICK ESERVICES PRIVATE LIMITED on account of such activity, as per the terms of the said agreement. You shall not engage in any business activities as mentioned in Part 1 below.
14. You shall not cause the Customer to pay a surcharge, whether through any increase in price or otherwise, or to pay any finance charge in connection with a Transaction. Non-compliance with this term shall be considered a material breach of Your obligations and PAYQUICK ESERVICES PRIVATE LIMITED shall be entitled to take any action against You, including penalizing You, which shall not be contested by You in any forum.
15. For the purpose of Your on-boarding as a CSP, You shall provide to PAYQUICK ESERVICES PRIVATE LIMITED all documents evidencing Your identity and address and nature of business activities, including without limited, Proof of Identity, Proof of Address, Constitutional Documents (for Non Individuals), Tax Identification Number, Bank Account Details (Cancelled Cheque / Bank Letter) as directed by PAYQUICK ESERVICES PRIVATE LIMITED from time to time.
16. You shall be solely responsible for any Chargebacks raised or fraudulent Transactions by You and/or Customers.
17. You will be solely responsible for all risks and liability arising out of Transactions, including but not limited to payment instructions, Chargebacks and any fraud with regards to Your business.
18. You shall obtain Authorization ("Authorization" means the process by which Bank approves a Transaction as stipulated by Bank from time to time and includes approvals flashed on the Digital POS deployed at the

outlet, premises, site or location of the CSP) for all Transactions through the Digital POS. Such Authorization shall be in accordance with the rules, regulations, standards and instructions as issued by PAYQUICK ESERVICES PRIVATE LIMITED/ Bank from to time or as contained in the standard operating instructions manual (if any).

19. Bank shall have the right to refuse the charges if an Authorization is declined/Charge Slip is not printed.
20. By presentation of the Charge Slip(s), You represent and warrant that:(i) No other Charge Slip has been or will be issued or presented in respect of the same Transaction.(ii) The relevant Charge Slip represents a genuine business Transaction undertaken by a Customer in respect of which You have, or will, duly discharge all of Your obligations.
21. You agree that any charges accepted by You, which proves to be uncollectable, and which was incurred in any of the following circumstances shall be exclusively Your financial responsibility. You agree to the non-payment of such charges or the Chargeback of such uncollectable charges (as the case may be) by Bank/PAYQUICK ESERVICES PRIVATE LIMITED, without any demur or protest:
 - a. Any transaction which is not a valid transaction.
 - b. Any charge incurred involving the forgery of the Customer's biometric data or any other Aadhaar related information, and/ or where the Bank reasonably believes the transaction to be irregular and/ or fraudulent.
 - c. Any charge incurred which involves a Charge Slip which is incomplete or illegible as to the Customer's name, or any other Aadhaar related details of the Customer.
 - d. Any charges without prior Authorization of Bank as provided in this agreement.
 - e. Any charges for merchandising or services in an amount in excess of the advertised price.
 - f. Any charges with respect to which a Customer refuses to pay because the Product purchased from the CSP were not delivered or are not as promised or the merchandise was defective or services deficient in any respect.
 - g. There is a violation of the terms and conditions in relation to a Transaction or any CSP operating instructions.
 - h. Change of "Business Activity"/ "Business Name"/ "Business Location" without informing to PAYQUICK ESERVICES PRIVATE LIMITED and acceptance of change by PAYQUICK ESERVICES PRIVATE LIMITED.
22. Power of Attorney: You irrevocably appoint PAYQUICK ESERVICES PRIVATE LIMITED to be Your true and lawful attorney, with full power of substitution and Your name or otherwise on Your behalf to sign, seal, execute, deliver and do all deeds, instruments, acts and things which PAYQUICK ESERVICES PRIVATE LIMITED shall think proper or expedient for exercising any of the powers in connection with a Chargeback or fraudulent Transaction. The appointment hereby made shall operate to confer on PAYQUICK ESERVICES PRIVATE LIMITED authority to do on Your behalf anything which it can lawfully do as its attorney. You agree to ratify and confirm any deed, instrument, act or thing which PAYQUICK ESERVICES PRIVATE LIMITED may execute or do.
23. Digital POS Terminals: You hereby agree and acknowledge that:
 - a. PAYQUICK ESERVICES PRIVATE LIMITED, at its discretion, may provide You with one or more Digital POS terminal(s), consumables and network access controllers and other devices as it considers appropriate so as to facilitate a valid Transaction at Your premises or establishment.
 - b. You hereby acknowledge, agree and confirm that the Digital POS, consumables and network access controllers and any other device or item deployed or provided at Your premises are the exclusive properties of PAYQUICK ESERVICES PRIVATE LIMITED and shall be surrendered on demand to PAYQUICK ESERVICES PRIVATE LIMITED during your engagement with PAYQUICK ESERVICES PRIVATE LIMITED and immediately upon any termination or expiry of your engagement with PAYQUICK ESERVICES PRIVATE LIMITED in working condition. Under no circumstances shall You claim any right, title or interest in or to the Digital POS or any other device or consumables provided under these Terms for any reason whatsoever.
 - c. You shall report to PAYQUICK ESERVICES PRIVATE LIMITED any faulty or suspected fault in the operation of equipment within one hour from the knowledge of the same thereof.
 - d. You shall not: (i) sell, assign, transfer, lease or otherwise dispose of any Digital POS or any other device or materials deployed or provided by PAYQUICK ESERVICES PRIVATE LIMITED; (ii) mortgage, charge, hypothecate, create or permit to exist any liens or other security interests over any Digital POS or any other device or materials deployed or provided by PAYQUICK ESERVICES PRIVATE LIMITED; (iii) remove, conceal or alter any markings, tags or dates attached to the Digital POS or other devices or any part thereof indicating PAYQUICK ESERVICES PRIVATE LIMITED's ownership of such Digital POS. (iv) cause or allow PAYQUICK ESERVICES PRIVATE

LIMITED's right to access, repossess or dispose of the Digital POS or any other device deployed or provided by PAYQUICK ESERVICES PRIVATE LIMITED pursuant to these Terms or otherwise to be encumbered in any way or otherwise jeopardized by any of Your or Your servants, representatives or agents act or omission or because of any other factor within Your control. (v) permit any third party to perform the maintenance services on the Digital POS or any other device deployed or provided by PAYQUICK ESERVICES PRIVATE LIMITED or effect modifications, enhancement or software/engineering changes to the Digital POS or any other device deployed or provided by Bank, without the prior written consent of Bank or its authorization to its representatives. vi) alter, modify or otherwise in the program me in the Digital POS.

- e. You shall permit the authorized representatives of PAYQUICK ESERVICES PRIVATE LIMITED to carry out physical inspections or audits of the Digital POS or any other device or consumables deployed or provided by PAYQUICK ESERVICES PRIVATE LIMITED anytime during business hours, with or without notice.
- f. You shall bear the costs, charges and expenses for electric power or telephone lines or internet connection(s) required in connection with the Digital POS or any other device deployed or provided by PAYQUICK ESERVICES PRIVATE LIMITED.

24. Compliance:

- a. You hereby confirm and acknowledge that You have complied and shall comply with all Applicable Laws of the land, rules and further acknowledges that PAYQUICK ESERVICES PRIVATE LIMITED shall have no obligation to verify whether or not You have acted in accordance therewith.
 - b. You hereby agree and confirm that PAYQUICK ESERVICES PRIVATE LIMITED will be entitled to stipulate or amend at any time, and from time to time, operating rules relating to (i) the Transactions contemplated by these Terms; (ii) any services that may be rendered to You by PAYQUICK ESERVICES PRIVATE LIMITED; (iii) any use, ownership or maintenance of the Digital POS devices and consumables provided by PAYQUICK ESERVICES PRIVATE LIMITED/Bank to You; (iv) any other matter relating to use or Authorization of Aadhaar Pay services; or (v) any dealing with Customers. You hereby agree to comply, follow and abide by such CSP operating instructions as applicable from time to time as per Banks/RBI requirements.
 - c. You irrevocably agree, that all payment processing effected on the Aadhaar Pay through Digital POS, installed in Your premises, shall be deemed to have been effected by You, Your authorized employees and / or agents. You shall not dispute claim or deny the payment processing for any reason.
 - d. You shall capture only the Transactions done in its establishment in the Digital POS equipment deployed. On no account, shall You offer to capture the Transactions done in other establishments.
 - e. You shall not capture any Aadhaar related information of the Customers except to the extent necessary for the purpose of the Transactions. Under no circumstance shall You store the Aadhaar related information of the Customers, or any other personal information of the Customers in any form.
 - f. You shall ensure that any software or hardware utilized in the services does not retain its original password and that all passwords are changed on a regular basis.
 - g. If the You have suffered a data compromise, you shall provide all information and assistance as may be required by the Bank to conduct the forensic analysis.
 - h. You shall undertake activities as mentioned in Part 2 below.
25. Transfer of Ownership: You will immediately notify PAYQUICK ESERVICES PRIVATE LIMITED of any sale, assignment, lease or transfer in any way of the Your establishment or business or all or a significant or material part of Your assets.
26. The Aadhaar Pay facility provided by Bank shall be used by You only for lawfully permitted activities and in line with the terms and conditions as per the Terms.
27. You hereby agree to pay the applicable fee for the Aadhaar Pay/ Digital POS facility.

Part 1: List of Prohibited activities:

- CSP selling products that are illegal or breach any law or regulation.
- Selling legal highs (including, narcotics or other psychotropic substances)

- Selling products or services that require licenses, where the license cannot be presented or the license is not valid
- Selling replica, counterfeit and/or fake goods
- Casinos and gambling equipment, including "Junket Operators" that arrange gambling tours
- Betting, bookmaking, racing - Car/ Animals
- Military arms, firearms and ammunitions
- Political candidates or political organizations
- Pornography goods/stores, Companion / Escort Services, Dating Services/ Matchmaker services, Online Adult Membership, Adult Book Stores, Adult Telephone Conversations
- Lotteries, raffles
- Replica merchandise
- Companies engaged in financial services which are not regulated by RBI/any other regulatory body or where relevant licenses are not available even though required.
- Body parts, which includes organs or other body parts alive, cultured/preserved or from cadaver
- Endangered species, which includes plants, animals or other organisms (including product derivatives) in danger of extinction
- Hacking and cracking materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property
- Prescription drugs or herbal drugs or any kind of online pharmacies which includes drugs or other products requiring a prescription by a recognized and licensed medical practitioner in India or anywhere else.
- Pyrotechnic devices and hazardous materials which includes fireworks and related goods; toxic, flammable, and radioactive materials and substances.
- Live animals or hides/skins/teeth, nails and other parts etc. of animals.
- CSP establishments where the promoter/partner/proprietor/owner's name appear in the RBI Defaulters/negative list/Bank's internal negative list or such other list which may be published by the bank from time to time.
- Selling legal highs (including, narcotics or other psychotropic substances).
- Lobby groups.
- CSPs engaged in products or services where specific licenses are required to operate in local jurisdiction.
- Tobacco, cigar and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products.
- Entities engaged in chit funds / unauthorized financial schemes.
- Entities owned by politically exposed persons (Promoters/Owners).
- International CSPs not having local presence in India.
- Airlines & Payment aggregators.
- Mining / Oil drilling & refining.
- Credit repair companies /debt consolidation firms.
- Houses of worship (e.g., churches, temples etc. for donations) / Fund raising by Political, religious organizations or institutions / Charities or Non-profit organizations.
- . Changers, Remittance Services, Transmitter, Check Cashing Business, Currency Exchange.
- Alcohol / Wine shops which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne CSPs blacklisted by associations (NMAS/MATCH database).

Part 2: In addition to the duties and obligations set out in this Agreement, You shall undertake the following activities with respect to Aadhaar Pay:

- a. You shall allow both customers and non-customers of the Bank to avail of the Aadhaar Pay service.
- b. You shall offer Aadhaar Pay that are interbank or intra-bank in nature or any other services approved by Reserve Bank of India from time to time.
- c. You agree to render Aadhaar Pay to any Customer who approaches You with his/her 12-digit Aadhaar number and requests to avail of Aadhaar Pay.
- d. You shall enter the Aadhaar number into the Aadhaar Pay application software ("Software"). The Software shall be integrated with RBL Bank's systems.

- e. You shall request the Customer to input his/her biometrics via a UIDAI compliant biometric reader (e.g. fingerprints on a biometric reader) to ensure that the Customer has explicitly consented to the sharing of the Customer's information by UIDAI, with the Bank/You.
- f. You shall deploy hardware and software for providing Aadhaar Pay at each Customer service location, as per UIDAI standards, which are certified by Standardization Testing and Quality Certification (STQC) Institute, Registered Devices under UIDAI, Department of Electronics & Information Technology, Government of India & any other authorized company as and when by the Regulator / UIDAI/NPCI.
- g. You shall develop the software to enable rendering of Aadhaar Pay as per UIDAI defined Application Programming Interface (API) protocols.
- h. You shall process Aadhaar Pay for an amount not more than Rs. 10,000/- (Rs. Ten Thousand only) per Transaction. In future if there is any change in the limits, latest limits will be applicable as per the circular / notice / guideline provided by RBI / IBA /NPCI/UIDAI or any authorized entity.
- i. You shall provide the data collected in relation to the Aadhaar Pay to the Bank from time to time, as instructed by the Bank.
- j. You shall freely permit the Bank to conduct periodic audits of their system/Software, at Your cost.
- k. You shall share the AML reports / Transaction report / CSP on-boarding report/CSP payout reports with the Bank in the prescribed format as and when requested by the Bank or scheduled as per the arrangement.
- l. All disputes arising out of Aadhaar Pay (including, without limitation, any disputes between the Customer and Your agents) will be handled and managed by You and any reports, transaction slip & evidence of the Transaction required to present the dispute must be made available within the time frame defined by Bank or RBI or NPCI or any other competent authority or committee.
- m. You shall be responsible for handling and/or managing the Customer services such as Customer complaint, Customer query or any other services required in relation to the Aadhaar Pay. Also, you will ensure that the all outlets will display the customer charter, customer helpdesk contact numbers, email Id's (if any), complaint mailing address which is easily visible to the customer.
- n. You shall be responsible for imparting adequate training to its personnel and outlet managers in relation to the discharge of Aadhaar Pay.
- o. You shall be responsible for reconciliation of the Transactions under Aadhaar Pay, providing MIS reports to the Bank in the manner and frequency as requested by the Bank and AML monitoring of the Customers.
- p. You shall ensure that the Customer data is not shared with any one by any means and solely used for the Aadhaar Pay only. RBL bank shall be the whole and sole owner of the Customer data.
- q. You shall take care of the regular maintenance activity for all the devices used for Aadhaar Pay and to ensure the availability of the basic material requirement such as paper role / connecting wire, cables etc related to the device maintenance in the time bound manner & must of Customer service platform.
- r. You shall do the reconciliation on daily basis and any issue or query or deviation (if any) must be reported to the Bank/PAYQUICK ESERVICES PRIVATE LIMITED within 2 working days.

b) Online booking of railway e-tickets:

- You shall take and store the requisition forms from customers in electronic form and provided them to PAYQUICK ESERVICES PRIVATE LIMITED as and when required.
- You shall keep a sign board outside the CSP Location that displays IRCTC service charges, agent service charges and payment gateway charges, and rules and regulations along with IRCTC's logo.
- You shall not popularize Yourself as 'Authorized Railway Agents', but only as a IRCTC Authorized E-Ticketing Agents' in respect of services for online booking of railway e-tickets.
- You shall ensure that no modification/alteration/tampering of the Electronic Reservation Slip (ERS) is done.
- You shall obtain a written request from the Customers before TDR cases are filed with the Railways.
- For all Transactions where refunds are requested by the Customer, you refund the. as per cancellations rules to the customers immediately in all cases (within 3-5 days from the date of receipt from Service Provider)
- No extra charges in any form whether for cancellation of the ticket or checking the availability status shall be collected from the Customers
- You shall not print Reservation Application Forms with IRCTC Logo on top.

c) Card Payment Services and Cash@POS Services
You acknowledge, agree and confirm that in order to access the Card Payment Services and Cash@POS Services, You shall be required to use POS Devices. You agree to purchase such devices from PAYQUICK ESERVICES PRIVATE LIMITED on such price and other terms and conditions as decided by PAYQUICK ESERVICES PRIVATE LIMITED in its sole discretion. Such devices shall be made available by PAYQUICK ESERVICES PRIVATE LIMITED to You for availing the aforementioned Services. You shall, before placing an order for the devices, procure the Performa invoice for every purchase order You place upon PAYQUICK ESERVICES PRIVATE LIMITED. The purchase order for the devices, as placed, shall be accompanied with a demand draft or cheque or payment by NEFT/ RTGS towards the payment of purchase price of such devices. The title to the devices, the risk of loss and damages and the duty to insure shall pass to You when the devices have been delivered at the address specified in the purchase order. The devices shall be covered under manufacturer's warranty, as applicable.

C. Following obligations shall apply to You in addition to all other obligations as specified above:

1. You shall not become or claim any employment from PAYQUICK ESERVICES PRIVATE LIMITED and any Bank including the Customers to whom You are providing the Services.
2. You shall explain to the Customers the various features of all products and/or services of Bank (including the various documents pertaining to the same) being offered by such Bank from time to time.
3. You shall take appropriate mechanisms and means to ensure that all equipment(s) given by PAYQUICK ESERVICES PRIVATE LIMITED or any Bank in relation to the Services are maintained and kept in good order.
4. You shall keep the Authentication Device in good working order and condition.
5. You shall safe-keep and control the use of the Authentication Device such that any Transaction carried out by the Customers through You by using the Authentication Device shall be deemed to be authorized and sanctioned by PAYQUICK ESERVICES PRIVATE LIMITED.
6. You shall be responsible for all the Transactions that are initiated from the Authentication Device assigned to You.
7. You shall keep the Authentication Device up to date with the required patches/technological upgrades as prescribed by the regulatory authorities such as RBI, IBA, UIDAI, NPCI etc.
8. PAYQUICK ESERVICES PRIVATE LIMITED shall be entitled to charge You for the costs of repairing the Authentication Device and such other loss that PAYQUICK ESERVICES PRIVATE LIMITED may incur in the event the Authentication Device is damaged as a result of the improper handling by You. You shall make payment of all such amounts immediately upon demand made by PAYQUICK ESERVICES PRIVATE LIMITED without any contest or demur.
9. You shall not conclude the Transaction in the event of a breakdown or failure of Authentication Device.
10. You shall not sell, assign, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the Authentication Device or create any encumbrance on the Authentication Device;
11. You shall not remove, conceal or alter any markings, tags or plates attached to the Authentication Device or part of it.
12. You shall not permit any third party to perform the maintenance services on the Authentication Device or effect modifications, enhancement, sharing of Transaction files & Customer details or software/engineering changes to the Authentication Device without prior written consent of PAYQUICK ESERVICES PRIVATE LIMITED.
13. You shall immediately notify PAYQUICK ESERVICES PRIVATE LIMITED in respect of any seizure of the Authentication Device.
14. In the event of loss of the Authentication Device, You shall immediately send a written intimation and shall also immediately inform the concerned officials of PAYQUICK ESERVICES PRIVATE LIMITED on the telephone number/s provided by PAYQUICK ESERVICES PRIVATE LIMITED.
15. You shall apprise PAYQUICK ESERVICES PRIVATE LIMITED of any inaccessibility or break down of Authentication Device within 24 hours of such incident.
16. Any liability, including any liability to the Customers, arising out of inaccessibility of the Authentication Device due to any reason attributable to You shall be borne by You as determined by PAYQUICK ESERVICES PRIVATE LIMITED at its sole discretion.

"Authentication Device" here shall mean and include the electronic data capture terminal/s, imprinter/s, credit authorization terminal/s, MicroATM's, or any other machine/s or device/s provided to You by any technology service provider (TSP) or by Bank; such expression shall include any replacement, modification, enhancements and/or additions to the Authentication Device (including the software thereto used), as may be provided by TSP/ Bank for the

provision of Services, and shall, as the subject or context may permit or require, mean any or each of such Authentication Device.

4. CODE OF CONDUCT

(a) CUSTOMER SERVICE

- a. The Customer communication information including but not limited to, Services' information, fees, charges and transaction limits, terms and conditions needs to be displayed at the CSP Location in such a way that it is prominently visible to the approaching Customers.
- b. Customers need to be attentively attended and all their doubts and queries should be clarified with the best effort by You.
- c. Any dispute or transaction errors at the counter shall be resolved or raised to PAYQUICK ESERVICES PRIVATE LIMITED before the Customer leaving the counter.
- d. You shall prominently display at CSP Location, the details of the Customer grievance policy, Customer complaint redressal mechanism including the contact details and phone number for complaint redressal, for the benefits of the Customers.
- e. You shall display proper signage of PAYQUICK ESERVICES PRIVATE LIMITED and the customer care contact details including details of nodal officials for grievance redressal (telephone numbers, email address, postal address, etc.), as provided by PAYQUICK ESERVICES PRIVATE LIMITED.

(b) WORKPLACE RESPONSIBILITIES - DO'S AND DON'TS

Do's

1. Personal dignity, privacy, and personal rights of every individual should be maintained.
2. Work together with women and men of various nationalities, cultures, religions, and races in a professional manner.
3. Maintaining honesty and transparency at every stage of carrying out the Services.

Don'ts

1. Do not discriminate, harass or offend anybody by whatever means.
2. Do not engage in contacts with competitors that could create even an appearance of improper arrangement, whether the contact is in person, in writing, by telephone or through e-mail.

(c) CONFLICT OF INTEREST AND OUTSIDE ACTIVITIES

Conflicts of Interest - General principle

1. Conflicts of interest can occur if business practices sacrifice interests of one set of Customers in favour of another or place business interests ahead of Customers.
2. Business Associate shall be sensitive and responsible to any activities, interests or relationships that might interfere with or even appear to interfere with, his/her ability to act in the best interests of all stakeholders.

(d) PRIVACY - DO'S AND DON'TS

Do's

1. Properly control access to your work areas and computers.
2. Protect the physical security of official information.
3. Limit access to information strictly to those with a legitimate business reason for seeking that information.

Don'ts

1. Do not discuss sensitive matters or confidential information in public places.

2. Do not transfer official information into personal databases or carry hard copies of official information, otherwise than for official purposes outside the office.
3. Do not disclose the username and password of the Terminal to anyone.
4. Do not share sensitive financial details, like password, etc through email
5. Do not use unauthenticated flash or pen drive, or software on your computer through you transact on Payquick Eservices Private Limited. portal/any of its business
6. Do not open emails from unidentified sources and delete them

(e) KNOW YOUR CUSTOMER (KYC)/ ANTI. LAUNDERING

1. Business Associate shall always and strictly follow the KYC policy of PAYQUICK ESERVICES PRIVATE LIMITED, made specifically for the purpose of providing the Services. Business Associate shall keep in proper condition and safe custody all the documentations with regard to Customers as per KYC policy and will provide the same to PAYQUICK ESERVICES PRIVATE LIMITED promptly from time to time or as directed by PAYQUICK ESERVICES PRIVATE LIMITED.
2. Business Associate acknowledges that. Laundering legislations criminalize. laundering in respect of all crimes including drug trafficking, terrorism, theft, tax evasion, fraud, handling of stolen goods, counterfeiting and blackmail. It is also an offence to undertake and/or facilitate transactions with individuals and entities involved in criminal activities.
3. Business Associate is aware of the Anti. Laundering Policy as adopted by PAYQUICK ESERVICES PRIVATE LIMITED.
4. Business Associate has to escalate all suspicious activities/transactions in respect of. laundering regardless of the amount involved or the nature of the offence as per the applicable procedures. Failure to report suspicious transactions despite having knowledge is an offence.
5. Business Associate shall not provide assistance to any person to launder proceeds of any criminal conduct. Prejudice an investigation by informing (i.e., tipping off) the person who is the subject of a suspicious transaction.

(f) Important Phishing Notice

1. Always check for the correct url address For Payquick Eservices Private Limited. Agents - <https://www.Payquickpayment.com>
2. Do not enter login or other sensitive information to any other website except listed the above one.
3. Please always change/reset your password/PINs periodically (suggested in every 3 months)
4. Do not share your ID and password with anyone.
5. Phishing is a fraudulent attempt, usually made through social media sites like Facebook, email, phone calls, including IVR, SMS etc seeking your personal and confidential information, they may claim to be in position of authority
6. Phishing can also happen through shared system or virus infected system, hence ensure you are logging on a system which is free from any virus or malware
7. Trash or forensic recovery- Fraudsters can collect information from discarded materials such as old computer equipment's like hard drive, pen drive, DVD, CD etc)
8. Baiting - Such instances happen when we download movies, songs, or plug in any unverified external devices
9. Give and Take - Fraudster will commit to give some benefit or gift in exchange of a specific information from the target
10. PAYQUICK ESERVICES PRIVATE LIMITED never sends you Facebook message, email/SMS or calls you over phone to get your personal information, password. Any such post or emails is an attempt to fraudulently withdraw. from your Payquick Eservices Private Limited. wallet account from your Login Portals. Never respond to such Facebook post/web address/email/SMS or phone call. Please report immediately to info@Payquickpayment.com
11. Whenever you want to reset your Login Password, you can use the link given on the portal or please call at [+916206981828](tel:+916206981828)
12. Some Websites may have created similar design and template as ours, please check the URL address <https://www.Payquickpayment.com> before you put your username and password.
13. In case you note a phishing activity, please report to admin@Payquickpayment.com

(g) GENERAL

1. You shall provide full support and cooperation to PAYQUICK ESERVICES PRIVATE LIMITED, and furnish all the information, papers and documentation promptly in connection with any enquiry, investigation or audit done by PAYQUICK ESERVICES PRIVATE LIMITED or any external agency or regulatory or governmental authority in connection with provisioning of the Services and You specifically consent and authorize PAYQUICK ESERVICES PRIVATE LIMITED to share Your said information, details, credentials and documents to any regulatory/government authority as per requirement of such authority.
2. You shall ensure that the Customers visiting the CSP Location for the purpose of the availing the Services are intimated and educated about the full details of the Services, the terms and conditions governing the Services, Customer grievance redressal mechanism, forfeiture policy and/or any other details as required by Applicable Law and/or PAYQUICK ESERVICES PRIVATE LIMITED from time to time.
3. You shall always ensure to intimate the Customers that the Services are being provided under the brand "Payquick Eservices Private Limited." which is owned and powered by PAYQUICK ESERVICES PRIVATE LIMITED.
4. You agree that all the terms and conditions mentioned herein are all material to these Terms and Your engagement with PAYQUICK ESERVICES PRIVATE LIMITED as its CSP and agree to comply therewith.
5. The obligations herein shall apply jointly and severally to You and Your assigns.
6. The provisions of these Terms shall, as far as permitted by Applicable Law, shall be binding upon the parties, executors, trustees, curators, legatees, heirs and other successors in title.
7. You shall not cede or assign any of Your rights or obligations under the Terms without the prior written consent of PAYQUICK ESERVICES PRIVATE LIMITED.
8. You hereby agree to abide by all the terms, conditions and obligations as mentioned anywhere else on the Terminal, which shall be considered as incorporated herein by way of reference and that they shall be binding on you without any contest or demur.
9. You hereby acknowledge and agree that the Terms may be amended by PAYQUICK ESERVICES PRIVATE LIMITED in its sole discretion, and such amendment shall be binding upon you from the date of publishing of the same on the Terminal. You shall not be entitled to challenge the discretion of PAYQUICK ESERVICES PRIVATE LIMITED at any point in time in any forum.
10. PAYQUICK ESERVICES PRIVATE LIMITED may or may not inform You about changes in these Terms. You hereby agree that You shall check the Terms regularly to keep yourself updated on the said changes.

5. SYSTEM REQUIREMENTS

- a. In order to access the Terminal and provide the Services, You are required to have an internet compatible and internet enabled desktop/laptop/mobile device.
- b. It is Your responsibility to ensure Your mobile device/desktop/laptop meets all the necessary technical specifications to enable You to access the Terminal and provide the Services.
- c. It is Your responsibility to ensure that the operating system, antivirus software any other software is licensed and original.

6. CHARGES AND PAYMENTS

1. Unless otherwise agreed in writing, you agree to give Non-refundable charge to PAYQUICK ESERVICES PRIVATE LIMITED, as intimated by PAYQUICK ESERVICES PRIVATE LIMITED for the purpose of provisioning of Services through the Terminal. This charge will not be refundable in any circumstance and is a charge towards Services set-up and maintenance costs of PAYQUICK ESERVICES PRIVATE LIMITED.
2. PAYQUICK ESERVICES PRIVATE LIMITED may levy integration fee/ charges for integrating its systems with Your systems for enabling the provisioning of the Services. PAYQUICK ESERVICES PRIVATE LIMITED may also charge fees from You like software or Terminal up-gradation fee or any other fee to recover the cost of up-gradation/installation of software/Terminal/any other equipment at Your end for the provisioning of the Services.
3. The charges and payments for the provisioning of the Services by You, as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED shall be as per details as prevailing on the date of Transactions as communicated via email or SMS or any other mode from time to time and in absence thereof, as specified on the Terminal and the same will be subject to TDS and other taxes as per the laws applicable.

7. TERMINATION, EFFECTS OF TERMINATION AND LIQUIDATED DAMAGES, FINES AND PENALTIES

a) TERMINATION

- i. PAYQUICK ESERVICES PRIVATE LIMITED shall have the right, at its sole and absolute discretion, to terminate your engagement as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED, without any liability by PAYQUICK ESERVICES PRIVATE LIMITED to You upon giving 15 days prior written notice to You, without assigning any reason thereof; Similarly, You shall have the right to terminate your engagement as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED, upon giving 30 days prior written notice to PAYQUICK ESERVICES PRIVATE LIMITED.
- ii. PAYQUICK ESERVICES PRIVATE LIMITED shall have the right to terminate your engagement as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED without any liability by PAYQUICK ESERVICES PRIVATE LIMITED to You immediately, upon written notice by PAYQUICK ESERVICES PRIVATE LIMITED, if there is (i) any material adverse change in the business environment or (ii) any change in Applicable Law or (iii) any requirement or directive of the Service Provider, which prevents the continuing of the arrangement under these Terms or if the license/permission/approval of PAYQUICK ESERVICES PRIVATE LIMITED, given by any statutory/ regulatory authority/Bank/Service Provider is revoked or terminated for any reason.
- iii. PAYQUICK ESERVICES PRIVATE LIMITED shall have the right to terminate your engagement as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED without any liability by PAYQUICK ESERVICES PRIVATE LIMITED to You immediately, upon written notice by PAYQUICK ESERVICES PRIVATE LIMITED, if the You cease or threaten to cease to carry on all or a substantial part of Your business, or become insolvent, or make an assignment for the benefit of Your creditors, or a receiver is appointed for Your business, or an order is made for the winding up or liquidation of Your business (other than for the purposes of amalgamation or reconstruction).
- iv. PAYQUICK ESERVICES PRIVATE LIMITED shall have the right, at its sole and absolute discretion, either, to temporarily deny, limit, suspend Your log-in and access to the Terminal to provide the Services, and/or take any other action as it may deem fit, including levying liquidated damages (as specified below) and/ or pursuing any remedies that may be available under any Applicable Law or, terminate your engagement as a CSP of PAYQUICK ESERVICES PRIVATE LIMITED immediately and in all such cases, without any liability by PAYQUICK ESERVICES PRIVATE LIMITED to You, and without any notice to You, on occurrence of the following events of default ("Events of Default"):
 - A. You are found to be engaged in any material violations, breach, defaults and non-compliance of these Terms and/or Privacy Policy.
 - B. You are found to be involved in gross negligence or serious misdemeanor or any undesirable activity or any criminal offence including but not limited to cyber crime, fraudulent activity, forgery, misappropriation of funds, breach of trust.
 - C. You are found to be overcharging from the Customers for the Services and/or collected any fees/charges other than specified by PAYQUICK ESERVICES PRIVATE LIMITED.
 - D. There are frequent Customer complaints against You and/or You are found to be misbehaving with any Customer.
 - E. Customer complaints/disputes against You continue even after repeated warnings are issued by PAYQUICK ESERVICES PRIVATE LIMITED.
 - F. In the opinion of PAYQUICK ESERVICES PRIVATE LIMITED, any breach of these Terms is not curable or Your continuation of the provisioning of the Services is not desirable or its continuance therein poses a grave systemic risk.
 - G. You do not continue to conform to the qualification/ eligibility criteria for Your appointment/ engagement, as set by PAYQUICK ESERVICES PRIVATE LIMITED or any statutory or regulatory authority.
 - H. You fail to adhere to Applicable Laws and other statutory requirements.
 - I. You have abused Your rights to provide the Services.
 - J. You are in breach of the Privacy Policy.
 - K. You have performed any act which is or likely to be harmful or defamatory to PAYQUICK ESERVICES PRIVATE LIMITED, its customers, suppliers or any other third party.
 - L. You made use of the Services to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act.

- M. You made any confidential and/or proprietary information pertaining to PAYQUICK ESERVICES PRIVATE LIMITED and/or the Services public without the prior written consent of PAYQUICK ESERVICES PRIVATE LIMITED.
- N. Your continuation as CSP is not desirable or Your continuance as a CSP poses risk to PAYQUICK ESERVICES PRIVATE LIMITED, as decided by PAYQUICK ESERVICES PRIVATE LIMITED in its sole discretion.

b) EFFECTS OF TERMINATION

- i. The termination of Your engagement as a CSP with PAYQUICK ESERVICES PRIVATE LIMITED, for any cause or without any cause whatsoever, shall have following effects and consequences:
 - A. You shall cease to represent PAYQUICK ESERVICES PRIVATE LIMITED in any of Your dealings with any third party.
 - B. All rights granted to You or PAYQUICK ESERVICES PRIVATE LIMITED under these Terms shall terminate. Your log-in and access to the Terminal shall get terminated and You shall not be able to access and log-in to the Terminal and You shall not be entitled to provide the Services.
 - C. You shall return to PAYQUICK ESERVICES PRIVATE LIMITED promptly, in good condition all assets, inventories, services/ material, all instructions books and manuals, technical catalogues and other material, documents and papers etc whatsoever provided to You by PAYQUICK ESERVICES PRIVATE LIMITED
 - D. You shall not be entitled to claim any amount of loss or compensation for termination of the said engagement.
 - E. Termination of Your engagement with PAYQUICK ESERVICES PRIVATE LIMITED for any reason shall not affect any rights and / or obligations of PAYQUICK ESERVICES PRIVATE LIMITED or You, which (i) accrued before the date of such termination; or (ii) expressed or intended to continue in force after and despite such expiry or termination.
- ii. You agree that notwithstanding the termination of Your engagement, PAYQUICK ESERVICES PRIVATE LIMITED will continue to be entitled to use the information supplied by You or collected from You during Your use of the Terminal and provision of the Services by You.

c) LIQUIDATED DAMAGES, FINES AND PENALTIES

- i. On occurrence of any Event of Default, PAYQUICK ESERVICES PRIVATE LIMITED shall have the right, without prejudice to any of its right, as specified above, to impose liquidated damages which shall be not less than 10,00,000/- (Rupees Ten Lacs only) per instance and You agree to pay the same on demand without any demur or contest.
- ii. Notwithstanding anything to the contrary in these Terms, you shall be liable to pay/indemnify PAYQUICK ESERVICES PRIVATE LIMITED for any fine or penalty imposed by any statutory/regulatory/governmental authority/RBI/court in connection with Your acts of commission and omission while providing the Services. PAYQUICK ESERVICES PRIVATE LIMITED shall be entitled at its sole discretion to setoff/adjust such fine/penalty from any payments due by PAYQUICK ESERVICES PRIVATE LIMITED to You.

Explanation: For the purposes of this clause 7, You shall also include Your employees, officers, agents, representatives, successors and assigns.

8. LIMITATION OF LIABILITY

PAYQUICK ESERVICES PRIVATE LIMITED, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, VENDORS, SUPPLIERS, BUSINESS ASSOCIATES, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES WILL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE AND LOSS (INCLUDING LOSS OF PROFIT, LOSS OF DATA AND WORK STOPPAGE), COSTS, EXPENSES AND PAYMENTS, REGARDLESS OF THE ALLEGED LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, PRODUCT LIABILITY AND STRICT LIABILITY, THAT MAY RESULT FROM, OR IN CONNECTION WITH THE USE OF TERMINAL OR THE INABILITY TO ACCESS THE TERMINAL AND PROVISION OF THE SERVICES, OR FROM ANY FAILURE, ERROR, OR DOWNTIME IN THE FUNCTION OF THE SERVICES, OR FROM ANY FAULT OR ERROR MADE BY PAYQUICK

ESERVICES PRIVATE LIMITED'S STAFF, OR FROM YOUR RELIANCE ON CONTENT DELIVERED THROUGH THE SERVICES, OR FROM THE NATURE OF CONTENT DELIVERED THROUGH THE SERVICES, OR FROM ANY COMMUNICATION WITH PAYQUICK ESERVICES PRIVATE LIMITED OR FROM ANY DENIAL OR CANCELLATION OF REQUEST FOR INFORMATION THROUGH THE SERVICES, OR FROM RETENTION, DELETION, DISCLOSURE OR ANY OTHER USE OR LOSS OF CONTENT THROUGH THE SERVICES, REGARDLESS OF WHETHER PAYQUICK ESERVICES PRIVATE LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO THE CORRECTIONS OF SUCH ERRORS, AS DEEMED FIT BY PAYQUICK ESERVICES PRIVATE LIMITED IN ITS SOLE DISCRETION. WITHOUT PREJUDICE TO THE AFORESAID, IT IS HEREBY ACKNOWLEDGED BY YOU THAT THE AGGREGATE LIABILITY OF PAYQUICK ESERVICES PRIVATE LIMITED, FOR ANY REASONS WHATSOEVER, WILL NOT EXCEED RS. 100/- (RUPEES ONE HUNDRED ONLY) OR THE TOTAL COST PAID BY THE CUSTOMER UNDER THE TRANSACTION IN DISPUTE, WHICHEVER IS LOWER.

9. DISCLAIMER OF WARRANTIES

- a. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, PAYQUICK ESERVICES PRIVATE LIMITED EXPRESSLY DISCLAIMS ANY OTHER WARRANTY WITH RESPECT TO THE USE OR PROVISIONING OF THE SERVICES OR ANY CONTENT OR INFORMATION DELIVERED OR SENT THROUGH THE SERVICES TO YOU OR THE CUSTOMER. THE SERVICES ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED GUARANTEE OR ASSURANCE OF QUALITY, RELIABILITY OF THE CONTENT DELIVERED THROUGH THE SERVICES. PAYQUICK ESERVICES PRIVATE LIMITED DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE SERVICES. PAYQUICK ESERVICES PRIVATE LIMITED DOES NOT WARRANT OR GUARANTEE THAT THE USE OF THE SERVICES WILL NOT CAUSE ANY DAMAGES TO YOUR DEVICE OR SYSTEM OR TO ANY OTHER SERVICES PROVIDED TO YOUR DEVICE OR APPLICATIONS AND CONTENT THAT RESIDE ON YOUR DEVICE. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERMINAL, AND PROVIDING THE SERVICES IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.
- b. PAYQUICK ESERVICES PRIVATE LIMITED DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER, OR THAT THE SERVICES WILL ALWAYS BE AVAILABLE OR FREE FROM ERRORS OR THAT THE SERVICES WILL BE IMMUNE FROM UNAUTHORIZED ACCESS.
- c. PAYQUICK ESERVICES PRIVATE LIMITED DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT YOU WILL FIND THE SERVICES SUITABLE FOR YOUR NEEDS. PAYQUICK ESERVICES PRIVATE LIMITED DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES YOU RECEIVE WILL BE FREE FROM TECHNICAL INACCURACIES OR THAT THE CONTENT WILL BE LEGAL, NON INFRINGING OR WILL NOT VIOLATE ANY RIGHTS OR APPLICABLE LAWS OR THAT THE CONTENT WILL NOT CONTAIN ANY OBJECTIONABLE MATERIALS.
- d. YOU AGREE AND ACKNOWLEDGE THAT THE ROLE OF PAYQUICK ESERVICES PRIVATE LIMITED IS LIMITED TO PROVIDING SERVICES AND THAT PAYQUICK ESERVICES PRIVATE LIMITED DOES NOT IN ANY MANNER WARRANTY, GUARANTEE OR MAKE ANY REPRESENTATIONS IN RESPECT OF THE ACCURACY AND/OR VERACITY OF THE INFORMATION PROVIDED IN RESPECT OF SERVICES.
- e. THE SERVICES AND THE CONTENT THEREUNDER ARE NOT INTENDED TO CONSTITUTE OR FORM THE BASIS OF ANY ADVICE (PROFESSIONAL OR OTHERWISE) OR TO BE USED IN, OR IN RELATION TO, ANY DECISION OR TRANSACTION. WE DO NOT ACCEPT ANY LIABILITY (REGARLESS OF HOW IT MIGHT ARISE) FOR ANY CLAIM OR LOSS ARISING FROM: " ANY ADVICE GIVEN; " ANY DECISION MADE; OR " ANY TRANSATION MADE OR EFFECTED. IN RELIANCE ON, OR ON THE BASIS OF THE SERVICES AND THE CONTENT THEREUNDER NOR ANY SUCH LIABILITY ARISING FROM ANY OTHER USE OF, OR RELIANCE ON, THE SERVICES AND THE CONTENT THEREUNDER.
- f. PAYQUICK ESERVICES PRIVATE LIMITED CANNOT AND DOES NOT GUARANTEE THAT THE SERVICES AND ANY CONTENT THEREUNDER WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF THE CONTENT.
- g. PAYQUICK ESERVICES PRIVATE LIMITED WILL BE ENTITLED TO USE, SUBJECT TO THE PRIVACY POLICY AS DEFINED ABOVE, ANY INFORMATION SUPPLIED BY YOU DURING THE COURSE OF ACCESSING THE TERMINAL AND PROVIDING THE SERVICES.
- h. YOU UNDERSTAND AND AGREE THAT THE SERVICES, TERMINAL, ALONG WITH ANY HARDWARE, INVENTORY, TECHNICAL DOCUMENTATION/DATA, INFORMATION, LICENSES, EQUIPMENT, SOFTWARE, ETC, OF PAYQUICK ESERVICES PRIVATE LIMITED AS REQUIRED FOR PROVISIONING OF SERVICES

UNDER THESE TERMS, ARE PROVIDED ON "AS IS" BASIS. PAYQUICK ESERVICES PRIVATE LIMITED MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES, TERMINAL, ALONG WITH ANY HARDWARE, INVENTORY, TECHNICAL DOCUMENTATION/DATA, INFORMATION, LICENSES, EQUIPMENT, SOFTWARE, ETC AS REQUIRED/ PROVIDED FOR THE PURPOSE OF THESE TERMS WILL MEET ANY REQUIREMENTS OF CUSTOMER (AS DEFINED) OR ANY THIRD PARTY. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THE AVAILABILITY AND QUALITY OF THE SERVICES AND TERMINAL MAY BE AFFECTED DUE TO NETWORK CONNECTIVITY, INTERNET RELATED ISSUES, SERVER BREAKDOWN, SCHEDULED DOWNTIMES, ANY OTHER TECHNICAL ISSUES AND/OR UNAVAILABILITY OF THE SERVICES OR PART THEREOF AT THE END OF THE RELEVANT REGULATORY/ GOVERNMENTAL AUTHORITY/ SERVICE PROVIDER/SYSTEM PROVIDER/BANKS. PAYQUICK ESERVICES PRIVATE LIMITED SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM AND PURSUANT TO THESE TERMS.

10. INDEMNIFICATION

You agree to indemnify and hold PAYQUICK ESERVICES PRIVATE LIMITED, its licensors, business partners, contractors, sub-contractors, vendors, suppliers, merchants, parent companies, sister companies, subsidiaries and other affiliates of PAYQUICK ESERVICES PRIVATE LIMITED and their respective officers, directors, shareholders and employees, indemnified and harmless from any claim, liabilities, damages, costs, losses, demands, expenses, chargebacks, charges and penalties, including reasonable attorneys' fees, made by any third party in connection with or arising out of, provisioning of the Services, or any act of commission or omission by You amounting to non-adhering to these Terms or any breach of Applicable Laws or any fraudulent, illegal, unlawful or undesirable practices or negligence or mischief on Your part or any infringement of intellectual property rights of any third party or any unauthorized use of the Services/ devices supplied by PAYQUICK ESERVICES PRIVATE LIMITED, by You or occurrence of any Event of Default (refer clause 7).

11. CONFIDENTIALITY

You undertake that You shall treat as confidential all Confidential Information of PAYQUICK ESERVICES PRIVATE LIMITED and shall not disclose

For avoidance of doubt, "Confidential Information" shall be deemed to include (without limitation) (a) the following types of information and other information of a similar nature, whether or not set forth in writing: discoveries, ideas, concepts, papers, software in various stages of development, designs, drawings, specifications, techniques, models, prototypes, data, source code, object code, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, "know how", marketing techniques and materials, marketing and development plans, Customer names and other information related to Customers including their KYC and details of Transactions undertaken for the Customers, price lists, pricing policies and financial information; and (b) any information disclosed to PAYQUICK ESERVICES PRIVATE LIMITED by any third party under obligations of confidentiality to PAYQUICK ESERVICES PRIVATE LIMITED.

12. AMENDMENTS TO THE TERMS

PAYQUICK ESERVICES PRIVATE LIMITED may amend and modify these Terms and Privacy Policy from time to time, including any and all documents and policies incorporated thereto without any prior notice to You. You agree to be bound by any of the changes made in therein. Continuing to access the Terminal and to provide the Services will indicate Your acceptance of the amended Terms. If You do not agree with any of the amended Terms, then You must avoid any further use of the Terminal and provision of the Services. PAYQUICK ESERVICES PRIVATE LIMITED advises You to periodically read these Terms, as it may change from time to time.

13. ENTIRE AGREEMENT

These Terms including the Privacy Policy and any other agreement (as referred in following sentence) constitute the entire agreement between You and PAYQUICK ESERVICES PRIVATE LIMITED and govern Your access of the Terminal and providing the Services. In case there is any other agreement that has been executed between PAYQUICK ESERVICES PRIVATE LIMITED and such CSPs for the purpose of providing the Services, the provisions of such agreement shall be read and applicable in addition to these Terms. However, in case of any inconsistency in the provisions of these Terms and such agreement, the provisions of these Terms shall prevail to the extent of such inconsistency

14. GOVERNING LAW AND JURISDICTION

1. a) These Terms shall be governed by the laws of India. You and PAYQUICK ESERVICES PRIVATE LIMITED agree to submit to the personal and exclusive jurisdiction of the courts of New Delhi. In case of any dispute or other matter arising in reference to the Terms and/or the Services, such dispute or other matter shall be referred to a sole arbitrator appointed by PAYQUICK ESERVICES PRIVATE LIMITED and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Delhi, and shall be conducted in English language. All the costs, charges and expenses in connection to the arbitration shall be solely borne by the user who raised the dispute.
2. b) Subject to the provisions of clause 12.1 above, the courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all the matters which the court is entitled to determine under the Act, including, without limitation, provision of interim reliefs under the provisions of section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at New Delhi, India.

15. WAIVER AND SEVERABILITY OF TERMS

Failure delay or neglect by PAYQUICK ESERVICES PRIVATE LIMITED to enforce at any time any of the provisions hereof shall not be construed nor be deemed to be a waiver of the PAYQUICK ESERVICES PRIVATE LIMITED's rights hereunder nor in any way affect the validity of the whole or any part of these Terms nor prejudice PAYQUICK ESERVICES PRIVATE LIMITED's rights to take subsequent action. No remedy conferred by any of the provisions of these Terms is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by PAYQUICK ESERVICES PRIVATE LIMITED shall not constitute a waiver by PAYQUICK ESERVICES PRIVATE LIMITED of the right to pursue any other available remedies. If any provision (or part thereof) of these Terms is held to be a violation of any Applicable Law, the same shall be deemed to be deleted from these Terms to the extent of such violation. The remainder of these Terms shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in these Terms. Notwithstanding the foregoing, the PAYQUICK ESERVICES PRIVATE LIMITED shall provide for an acceptable alternative provision in place of the provision so deleted, in its sole discretion which shall be binding on You without any contest or demur.

16. SURVIVAL

You agree and confirm that the indemnities, confidentiality obligations, limitation of liability, disclaimer of warranties, dispute resolution mechanism, shall survive the efflux of time.

17. ASSIGNMENT

You shall not assign or transfer any of its rights, benefit, or interest in these Terms without PAYQUICK ESERVICES PRIVATE LIMITED's prior written approval. However, PAYQUICK ESERVICES PRIVATE LIMITED may assign these Terms to its affiliates/ Bank without Your consent. The Bank, upon such assignment, may, at its sole direction, terminate this Agreement and cease to make payments to You, if any.

18. GRIEVANCE REDRESSAL AND GRIEVANCE OFFICER

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer are as under:

Grievance Officer: Name: Shiv Kumar Singh Email Address: admin@Payquickpayment.com ; (with a copy to info@Payquickpayment.com)

Contact telephone number: +91 6206981828, Timing: 10:00 AM to 5:00PM from Monday to Friday except public holiday

In case You have any complaints or grievance, You may either contact or write to the Grievance Officer on the contact details, as above with a copy to admin@Payquickpayment.com

You agree that you will inform the Customers, the provisions of the Customer Grievance Policy (at <https://www.payquickpayment.com>) or as communicated by PAYQUICK ESERVICES PRIVATE LIMITED from time to time.

19. COMMUNICATION WITH PAYQUICK ESERVICES PRIVATE LIMITED

You shall communicate by sending a written communication through registered post or courier at Global Knowledge Park, RZ-26P GALI NO-2 INADRA PARAK PALAM COLONY NEW DELHI 110045