

Terms of Use

Introduction and Terms of Use

These Terms and Conditions ("**Terms of Use**") govern your access to and use of the website www.sptransactionhub.com, along with any affiliated domains, subdomains, software, APIs, services, content, platforms, or mobile applications (collectively referred to as the "**Platform**"), operated by **SP Transaction HUB Technology Private Limited** (hereinafter referred to as "**SP Transaction HUB**", "**Company**", "**We**", "**Our**", or "**Us**").

Any individual or entity accessing, browsing, or otherwise utilizing the Platform, whether or not registered for any services offered herein (hereinafter referred to as the "**User**", "**Seller**", "**Client**", or "**You**"), shall be deemed to have unconditionally agreed to and accepted these Terms of Use. This includes, by reference, our **Privacy Policy**, **KYC/AML Policy**, and any other policy or document referenced herein (collectively, the "**Policies**"). Together, these constitute a legally binding and enforceable agreement between you and SP Transaction HUB.

The Terms of Use shall apply in addition to any separate, written agreements entered into by the User and SP Transaction HUB for specific services. In case of any inconsistency, the terms of such separate agreements shall prevail to the extent of the inconsistency.

IMPORTANT NOTICE: The User expressly acknowledges and agrees that execution of transactions on the SP Transaction HUB Platform does not guarantee settlement of funds to the User's designated account unless and until the Know Your Customer (KYC) obligations are fulfilled in strict compliance with the directives, circulars, and guidelines issued by the Reserve Bank of India (RBI) and as may be interpreted and applied by SP Transaction HUB. In the event of incomplete or unsatisfactory KYC compliance, SP Transaction HUB reserves the right, at its sole discretion, to withhold, delay, or reverse settlement of such funds to the originating source account, without incurring any liability whatsoever.

By continuing to use the Platform or any of its features, you signify your acceptance of these Terms of Use. If you do not agree to these terms, you must immediately cease all usage of the Platform. You may formally accept these Terms of Use by either:

- Clicking "Accept" or "Agree" wherever such option is made available through the Platform's user interface, or
- By continued use or access of the services offered by SP Transaction HUB, which shall be deemed as constructively accepted, these terms.

Or

By accessing, testing, or utilizing any functionality of the services provided by **SP Transaction HUB Technology Private Limited** ("SP Transaction HUB"), you, the user (hereinafter referred to as the "**User**"), expressly acknowledge and agree to be bound by these Terms of Use, which shall be deemed a legally binding agreement between you and SP Transaction HUB. For these Terms, "**User**" shall include any individual or legal entity who

has accepted these Terms on their behalf or behalf of a third party, as applicable under the context.

It is hereby clarified that the **Privacy Policy**, provided separately and accessible via our official channels, constitutes an inseparable part of these Terms of Use and must be interpreted and read in conjunction with them. The invalidity, illegality, or unenforceability of any individual provision within these Terms shall in no manner affect the validity or enforceability of the remaining provisions. In the event any clause is held to be void or unenforceable, the remaining provisions shall continue in full force and effect, and shall remain binding upon the User.

SP Transaction HUB reserves the unilateral right, at its sole discretion, to modify, update, or amend these Terms of Use at any time without any prior notice. The most current version shall be made publicly available, and any amendments shall become effective immediately upon publication. Continued usage of the website or the services thereafter shall constitute conclusive acceptance of the revised Terms by the User, superseding all prior versions.

The User agrees that it is their sole responsibility to remain informed and compliant with all applicable laws, regulations, and guidelines relevant to their use of the services. This includes, but is not limited to, the **Reserve Bank of India's Guidelines on Regulation of Payment Aggregators and Payment Gateways**, the **Payment and Settlement Systems Act, 2007**, the **Prevention of Money Laundering Act, 2002**, and the **Know Your Customer (KYC) / Anti-Money Laundering (AML) / Combating the Financing of Terrorism (CFT)** norms issued by the Department of Regulation, Reserve Bank of India (collectively referred to as the "KYC GUIDELINES").

Use of the services signifies your continued and irrevocable consent to be governed by these Terms in their entirety. If you do not agree with these Terms, you are advised to refrain from accessing or using any part of the services provided by SP Transaction HUB.

ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

This Terms of Service Agreement (hereinafter referred to as the "Agreement") constitutes a legally binding contract between you ("User") and **SP TRANSACTION HUB TECHNOLOGY PRIVATE LIMITED** (hereinafter referred to as "SP Transaction HUB"), governing your access to and use of all services, websites, products, and features provided under the SP Transaction HUB platform. By accessing or using the services of SP Transaction HUB—whether as a registered member ("Member") or an unregistered visitor ("Visitor")—you acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth herein. Collectively, both Members and Visitors shall be referred to as "Users."

SP Transaction HUB reserves the right to amend or revise this Agreement at its sole discretion. Continued use of the SP Transaction HUB services after any modification has been posted for a minimum period of thirty (30) calendar days shall constitute your binding acceptance of such changes. Therefore, it is the responsibility of the User to review this Agreement periodically to remain informed of any modifications.

The services offered ("the Services") are subject to the operational rules, privacy policies, and other regulatory frameworks as may be published or amended by SP Transaction HUB from time to time, which shall form an integral part of this Agreement. This Agreement supersedes any prior understandings or agreements, whether written or oral, relating to the subject matter herein.

By completing the registration process and clicking the "Submit" or equivalent button, you expressly signify your agreement to be legally bound by the terms of this Agreement and all applicable laws and regulations. This Agreement is divided into two distinct sections: **Part One** sets forth the terms governing usage of SP Transaction HUB Services, while **Part Two** outlines additional legal provisions, including but not limited to limitations of liability and mandatory arbitration for dispute resolution.

You may not access or use the SP Transaction HUB Services unless you unconditionally accept all of the terms and conditions stipulated in this Agreement.

Terms and Conditions Governing the Use of Services

1. Definitions

For the purpose of this Agreement, the following terms shall have the meanings specified below:

1.1. **"Acquiring Banks"** refers to various banks, financial institutions, and payment system providers duly defined and licensed by the Payment and Settlement Systems Act of 2007.

1.2. **"Acquiring Bank Services"** refers to the payment gateway system and services provided by Acquiring Banks, including, but not limited to, (i) routing of internet-based Valid transactions, (ii) provision of various internet-based services such as Net Banking, (iii) provision of authentication and authorization services to third-party clearing houses, and (iv) settlement services for payment instructions initiated by customers.

1.3. **"Authentication"** refers to the process by which Acquiring Banks validate the Customer's identification.

1.4. **"Business Days"** means any day when the Acquiring Banks are operational in India, excluding Saturdays, Sundays, and any days declared as holidays by the relevant authorities, including SP Transaction HUB.

1.5. **"Chargeback"** means the reversal of the value of a Customer Charge concerning a Transaction, including instances of alleged fraud, duplicate processing, or any other reasons as per the applicable rules set by RBI and SP Transaction HUB. It also includes any debits made to SP Transaction HUB's bank account to recover the Customer Charge value in cases where there are insufficient funds in the Nodal Account.

1.6. **"Completion of Transaction"** refers to the completion of a transaction as processed by SP Transaction HUB, or upon the receipt of the Proof of Delivery as required.

1.7. **"Confidential Information"** includes any information, whether oral, written, or in any other form, related to this Agreement that is deemed confidential, including technical, financial, business, and other proprietary information. Confidential Information must be identified and reduced to writing within thirty (30) days from disclosure.

1.8. **"Customer"** refers to an individual or legal entity that purchases products or services through your website, mobile application, or any other acceptable payment method facilitated by SP Transaction HUB.

1.9. **"Customer Bank Account"** refers to the Customer's bank account with the Issuing Institution.

1.10. **"Customer Wallet"** refers to a digital prepaid instrument authorized under the Payment and Settlement Systems Act of 2007, held by the Customer with the Issuing Institution.

1.11. **"Customer Charge"** refers to the total cost of the Products purchased by the Customer, including shipping charges (if applicable) and any other associated fees, taxes, or charges.

1.12. **"Delivery"** refers to the transfer of goods to the Customer either through a courier service or other method, or the provision of services within the stipulated Delivery Due Date.

1.13. **"Delivery Due Date"** is the date by which you must deliver the products to the Customer, as specified on your Website or communicated to the Customer.

1.14. **"EMI"** refers to equated monthly installment payment plans provided by Issuing Institutions, as facilitated by SP Transaction HUB.

1.15. **"Issuing Institution"** refers to the financial institution or entity issuing a Customer Wallet or Net Banking account to the Customer.

1.16. **"IVR System"** refers to the interactive voice response platform provided by SP Transaction HUB that enables Customers to make payments over the phone.

1.17. **"Merchant Bank Account"** refers to the bank account nominated by you for the settlement of funds received from Customers.

1.18. **"Merchant Site"** refers to your website or mobile application that facilitates the sale of Products to Customers, hosted and operated in conjunction with SP Transaction HUB.

1.19. **"Mobile Application"** refers to the software application you provide, designed to allow Customers to browse and purchase products on their mobile devices.

1.20. **"Mobile SDK"** refers to the proprietary software development kit developed by SP Transaction HUB for mobile applications.

- 1.21. **"Net Banking Account"** refers to the account provided by the Issuing Institution that allows a Customer to perform banking transactions over the internet.
- 1.22. **"Nodal Account"** refers to an account maintained by SP Transaction HUB with a bank for pooling funds collected from Customers and facilitating settlements after deducting any applicable fees, as mandated by RBI guidelines.
- 1.23. **"Nodal Bank"** refers to the bank(s) designated by SP Transaction HUB for handling the Nodal Account.
- 1.24. **"Outstanding Amount"** refers to any amounts due from you to SP Transaction HUB, Acquiring Banks, or Customers arising from losses, penalties, chargebacks, or other claims related to transactions processed through the platform.
- 1.25. **"Payment Mechanism"** refers to the various methods through which payments can be processed, including internet banking and other payment modes as specified by SP Transaction HUB.
- 1.26. **"SP Transaction HUB Account"** refers to the merchant account you maintain with SP Transaction HUB for the provision of payment gateway services.
- 1.27. **"SP Transaction HUB Site"** refers to the website provided by SP Transaction HUB, through which services are delivered to you and your Customers.
- 1.28. **"Products"** refers to the goods and services offered by you for sale on your Merchant Site.
- 1.29. **"Proof of Delivery"** refers to legitimate documentation verifying that the Products were delivered to the Customer.
- 1.30. **"RBI"** refers to the Reserve Bank of India, the regulatory authority for payment systems in India.
- 1.31. **"Reserve"** refers to the interest-free, refundable funds you provide to SP Transaction HUB for transaction settlement purposes.
- 1.32. **"Settlement Amount"** refers to the amount payable to you after deductions for fees, chargebacks, and other costs as per the Transaction Discount Rate (TDR).
- 1.33. **"Transaction"** refers to a payment request initiated by the Customer for the purchase of Products from your Merchant Site.
- 1.34. **"Transaction Discount Rate" or "TDR"** refers to the rate applicable to each transaction, as outlined in the relevant agreement.
- 1.35. **"Upgraded Mobile Application"** refers to your mobile application integrated with the Mobile SDK provided by SP Transaction HUB.

1.2 User Registration And Obligations

As a prerequisite for accessing and utilizing the services (“The Service”) offered by **SP Transaction HUB**, you (hereinafter referred to as “The User”) hereby acknowledge and agree to the following terms and obligations regarding registration, account management, and usage conduct:

1. Registration Accuracy and Maintenance

The User agrees to submit truthful, accurate, complete, and current information as prompted during the registration process (collectively referred to as “Registration Information”). Furthermore, the User undertakes to maintain and update this information promptly to ensure it remains accurate and complete at all times. In the event any information is found to be false, misleading, outdated, or incomplete, **SP Transaction HUB** reserves the absolute right to suspend, terminate, or refuse the User’s access to current or future use of The Service without prior notice.

2. Account Integrity

The User shall maintain only a single registered account with **SP Transaction HUB** and shall not create or use multiple accounts. Unauthorized creation of multiple accounts may lead to immediate termination of all associated accounts and access privileges. The User expressly consents to **SP Transaction HUB**’s right to utilize anonymized and aggregate Registration Information for the purpose of marketing, analytics, service enhancement, advertising targeting, and content personalization. The User also consents to be contacted by **SP Transaction HUB** regarding new features, service updates, promotional offers, and marketing communications.

3. Compliance and Prohibited Conduct

By using The Service, The User agrees not to engage in any activity that is unlawful, unethical, or in violation of applicable laws and regulations, including but not limited to:

- Obstructing or interfering with the access, use, or enjoyment of The Service by other users.
- Violating any applicable local, state, national, or international law, regulation, or code of conduct.
- Impersonating any individual or entity or misrepresenting affiliation with any person or organization.
- Disrupting or damaging the Service infrastructure, connected networks, or breaching security protocols.
- Engaging in unsolicited communications, including spam, junk mail, chain letters, or pyramid schemes.
- Posting, transmitting, or distributing any content that is unlawful, defamatory, obscene, abusive, harassing, offensive, or otherwise objectionable.

- Uploading content that infringes upon any third party's intellectual property rights unless legally authorized.
- Introducing viruses, malware, or any harmful code designed to interrupt or harm the Service.
- Stalking, harassing, or collecting personal data of other users without consent.
- Engaging in unauthorized advertising, commercial solicitation, or sale of goods and services.
- Reproducing, duplicating, or exploiting any portion of The Service for commercial gain without express written permission.
- Causing harm to minors or uploading content in breach of legal, contractual, or fiduciary duties.

4. Consent to Data Use

By completing the registration process and accessing The Service, The User authorizes **SP Transaction HUB** to store, process, and, where necessary, share Registration Information with affiliated partners or service providers, in accordance with applicable data protection laws and the organization's Privacy Policy.

1.3 USER ACCOUNT CREDENTIALS, PASSWORD, AND SECURITY MEASURES

As part of the registration process to access and utilize the services provided by **SP Transaction HUB**, the user is required to submit accurate, current, and complete information as prompted by the registration interface. Upon successful submission, the user shall be prompted to create a unique username and a confidential password. The user shall bear full and exclusive responsibility for maintaining the security and confidentiality of their account credentials. SP Transaction HUB strongly advises users to routinely update their passwords and follow system-generated security guidelines to protect account integrity.

The user hereby agrees not to use the account credentials of any other individual or entity, nor to disclose their password to any third party under any circumstances. The user acknowledges and accepts that they are solely accountable for all activities and transactions executed through their account, whether authorized or otherwise. In the event of any unauthorized access, misuse, or breach of account security, the user agrees to promptly notify **SP Transaction HUB** without delay.

Failure to comply with these terms may result in the user being held liable for any losses or damages incurred by **SP Transaction HUB** or any affected third parties. The company shall

not be held responsible for any loss, damage, or liability arising from unauthorized use of a user's account. Furthermore, users are obligated to log out of their accounts at the conclusion of each session to mitigate the risk of unauthorized access. Any attempt to access another individual's account without prior authorization is strictly prohibited and may constitute a violation of applicable laws.

1.4 DATA SECURITY AND PRIVACY COMPLIANCE

SP Transaction HUB shall not be held liable for any loss, corruption, alteration, or deletion of data or information submitted, transmitted, or stored by the user through the platform. The collection, use, storage, and disclosure of personal or sensitive information provided by users during the course of accessing or using the website shall be governed strictly in accordance with the terms outlined in our Privacy Policy. By accessing or registering on this platform, the user consents to the collection and processing of their information as described therein. Users are advised to review the Privacy Policy carefully to understand their rights and obligations regarding data handling and protection. SP Transaction HUB disclaims any responsibility for events arising due to unauthorized access, breach, or misuse of data not attributable to its negligence or failure to maintain reasonable security measures.

1.5 ELIGIBILITY, APPROVAL, AND REGISTRATION FOR ACCESS

To access and utilize the services provided by **SP Transaction HUB**, it is imperative that you, at the time of registration, accurately disclose the specific business category and sub-category under which the services will be employed. Such services may only be availed through your designated and registered merchant platform ("Merchant Site"). You expressly acknowledge and agree that any intended change in the purpose or scope of use of the SP Transaction HUB Services must be communicated in writing and shall remain subject to prior review and formal approval by SP Transaction HUB. Furthermore, your ability to access the SP Transaction HUB Services and the services of associated financial institutions, including but not limited to the Acquiring Banks and the Nodal Bank, is conditional upon your successful registration and receipt of requisite approvals from SP Transaction HUB, the respective Acquiring Banks, and the Nodal Bank.

Your acceptance of these Terms and Conditions constitutes your agreement to furnish all documentation, information, and compliance materials as may be reasonably required by SP Transaction HUB, both during the initial registration process and on an ongoing basis, including post-activation of your merchant account. SP Transaction HUB retains the right to request additional documentation at any time to verify your identity, the accuracy of the information provided, the legitimacy of your business operations, and the identity and legitimacy of your customers. This may include, but is not limited to, customer verification reports containing personal or business identifiers.

Should you fail to provide sufficient, accurate, or complete information as requested, SP Transaction HUB reserves the right to deny, suspend, or terminate your access to the services and to close your merchant account without further notice. Moreover, you acknowledge and agree that SP Transaction HUB, the Acquiring Banks, and the Nodal Bank each possess the unfettered right to rescind any prior approval or consent, whether before or after the commencement of service delivery, without incurring any liability to you.

1.6 OUR RELATIONSHIP WITH YOU

SP Transaction HUB acts as a facilitator, enabling individuals and legal entities to accept payments initiated by their customers on their respective websites or mobile applications, directed to the SP Transaction HUB site, or via various approved payment mechanisms such as Net Banking and other acceptable payment modes.

SP Transaction HUB is a software platform ("Software Application") supported by the SP Transaction HUB website. In its role, SP Transaction HUB serves as an intermediary, establishing a connection between the Merchant Site and the relevant Acquiring Banks via the Software Application and the SP Transaction HUB website, to facilitate payments of Customer Charges for Transactions carried out through the Merchant's website, using the services of the Acquiring Banks ("Internet Payment Gateway"). To fulfill this role, SP Transaction HUB has entered into agreements with various Acquiring Banks, Nodal Banks, financial institutions, and other software providers engaged in offering IT services, including but not limited to internet-based electronic commerce, internet payment gateway services, and electronic software distribution systems. These partnerships allow for the routing of internet-based Transactions, provision of net banking facilities, Authorization from Financial Institutions or other third-party clearing houses, and settlement of payment instructions initiated by the Buyers.

The Transactions are solely between you and your Customers, with SP Transaction HUB acting exclusively as an intermediary. It is expressly stated that SP Transaction HUB is NOT (i) a payment system provider as defined under the Payment and Settlement Systems Act, 2007, (ii) a banking company as per the Banking Regulation Act, 1949, nor (iii) a non-banking financial company under the Reserve Bank of India Act, 1938.

The relationship between SP Transaction HUB and you is based on a principal-to-principal agreement. No provision in this agreement shall be construed as creating any association, partnership, joint venture, principal-agent, master-servant, or employer-employee relationship between SP Transaction HUB and you, nor between any affiliates or subsidiaries of either party. Moreover, neither party shall possess any rights, powers, or authority, whether express or implied, to establish any duty or obligation on behalf of the other. SP Transaction HUB maintains no direct or indirect interest in your business operations or the products offered/marketed on the Merchant Site. SP Transaction HUB provides its services to you as an independent entity and according to the terms and conditions outlined in this Agreement. SP Transaction HUB does not maintain any direct relationship with the Customers, and all actions taken under this Agreement that affect

Customers are based on your instructions. You assume full responsibility for your Customers, and neither SP Transaction HUB nor any Acquiring Bank nor any party connected to SP Transaction HUB or the Acquiring Banks shall bear any liability towards the Customers. You agree to fully indemnify SP Transaction HUB and the Acquiring Bank at all times in respect of any such matters.

1.7 CONNECTIVITY AND INTEGRITY OF HOTLINK

You shall bear full responsibility, at your own expense, for providing and maintaining all necessary equipment, software, and facilities to establish and sustain the connection between the Merchant website software and the Software Application.

You must take all required precautions and implement measures as prescribed by SP Transaction HUB from time to time to ensure that the security and integrity of the link between the Merchant Site and the Internet Payment Gateway ("Hotlink") remain uncompromised. You are obligated to ensure that all Customers accessing the Hotlink are directed to the Internet Payment Gateway without interruption. Additionally, you must deploy adequate encryption protocols and robust security mechanisms to prevent unauthorized access or hacking attempts targeting Customer information and related data. Furthermore, you shall comply with the security practices and procedures outlined in the Information Technology Act, 2000, and its associated rules and regulations, as well as the guidelines issued by the Reserve Bank of India (RBI) or any other applicable regulatory authority.

In the event of any loss, damage, or claim incurred by you, SP Transaction HUB, or the Acquiring Bank as a result of a breach of the Hotlink due to inadequate security measures on your part—whether from you, your employees, contractors, agents, or from the Merchant Site itself—you shall bear the full financial responsibility. You agree to indemnify, defend, and hold harmless SP Transaction HUB and the Acquiring Banks from any claims, actions, damages, or losses arising out of or concerning such incidents.

Additionally, you are required to routinely verify the integrity of the Hotlink at such intervals as specified by SP Transaction HUB and the Acquiring Banks. You must provide the necessary reports and conduct tests as may be requested by SP Transaction HUB or the Acquiring Banks to ensure continuous compliance with these requirements.

1.8 AUTHORIZATION AND AUTHENTICATION OF TRANSACTIONS

The Acquiring Bank shall authenticate, authorize, and process the payment instructions provided by the Customers on the Merchant's Website concerning the Transactions, subject to the fulfillment of the valid criteria set forth by the Acquiring Banks as may be amended from time to time. Upon successful authorization, the approved Customer Charge will be transferred from the Customer's Bank Account or Wallet to the Nodal Account.

SP Transaction HUB and the Acquiring Banks may, at their sole discretion, reject any Transaction authorization initiated by the Customer for reasons including, but not limited to, risk management protocols, suspicion of fraudulent or illegal activities, the sale of prohibited items, the use of compromised, the use of blacklisted or in compliance with the applicable regulations, guidelines, or directives issued by the Reserve Bank of India (RBI), Acquiring Banks, Issuing Institutions, and any other governing laws, rules, or regulations in force within the territory of India.

You hereby acknowledge that, as part of its risk management framework, SP Transaction HUB or the Acquiring Banks retain the right to impose limitations or restrictions on transaction size, amount, and monthly volume at any given time. These restrictions may include, but are not limited to, limits on the number of purchases permitted on an individual net banking account within a specified period, rejection of payments for Customer Orders originating from accounts with a history of suspicious or questionable charges, or Transactions exhibiting unusual monetary value. Furthermore, as an added security measure, SP Transaction HUB reserves the right to block any account numbers or Transactions related to blacklisted customers, IP addresses, devices, geographic locations, or any other such entities or criteria deemed necessary for effective risk mitigation.

1.9 IT ACT, 2000 COMPLIANCE AND USER OBLIGATIONS

In compliance with the Information Technology Act, 2000 and the rules promulgated thereunder, specifically Rule 3 of the Rules framed under Section 79(2) read with Section 87(2)(zg) of the Act, SP Transaction HUB strictly prohibits its users from hosting, displaying, uploading, modifying, publishing, transmitting, updating, or sharing any content that:

1. Belongs to a third party and for which the user has no legal right or authorization.
2. Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, an invasion of another's privacy, hateful, racially or ethnically objectionable, disparaging, promotes money laundering, gambling, or any content that is illegal or otherwise unlawful in any form.
3. Causes harm to minors in any manner.
4. Infringes on any patent, trademark, copyright, or other proprietary rights of any person or entity.
5. Violates any prevailing law or statutory regulation in force.
6. Deliberately deceives or misleads the recipient regarding the origin of communications, or disseminates information that is offensive, threatening, or menacing.

7. Impersonates another person or entity.
8. Contains harmful software viruses or any computer code, files, or programs designed to disrupt, destroy, or restrict the normal functionality of any computer resource or system.
9. Endangers the unity, integrity, defense, security, or sovereignty of India, adversely affects its relations with foreign states, threatens public order, or instigates the commission of any cognizable offence. Furthermore, it should not obstruct the investigation of any offence or insult any other nation.

By using the services of SP Transaction HUB, the user acknowledges and agrees to adhere to these obligations, understanding that any violation may result in legal action and suspension of access to the services.

1.10 YOUR AUTHORIZATION

By entering into this Agreement and accepting its terms, you hereby grant SP Transaction HUB the irrevocable authorization to hold, receive, disburse, and settle funds on your behalf. This authorization includes, but is not limited to, the facilitation of electronic funds transfers between the Acquiring Banks and SP Transaction HUB's Nodal Account for the processing of each Transaction you initiate. Subsequently, you authorize SP Transaction HUB to transfer the Settlement Amount, as received from your Customers, to the Merchant Bank Account you have designated for this purpose during the registration process. This authorization shall remain in full force and effect until such time as your SP Transaction HUB account is closed or terminated, at which point the authorization will be automatically revoked.

1.11 FEES AND PAYMENT TERMS

In exchange for the services provided by SP Transaction HUB, you agree to pay SP Transaction HUB a Transaction Discount Rate ("TDR"). The TDR shall be deducted by SP Transaction HUB from the Customer Charge that is payable to you in relation to each completed transaction. You are responsible for paying all fees as outlined on the Website in connection with the specific services you have selected. SP Transaction HUB reserves the right to periodically revise the TDR and will notify you of any such changes within a reasonable timeframe. Additionally, you agree to pay SP Transaction HUB: (i) a non-refundable one-time setup fee, and (ii) an Annual Maintenance Charge, which is payable in advance on an annual basis. SP Transaction HUB retains the right to deduct the setup fee and Annual Maintenance Charges from the Settlement Amount owed to you. Furthermore, as part of the licensing agreement concerning the Mobile SDK, you agree to pay SP Transaction HUB a royalty ("Royalty").

1.12 TERMS OF PAYMENT TO MERCHANT

Subject to the provisions of this Agreement, SP Transaction HUB shall endeavor to instruct the Nodal Bank to remit the Settlement Amount from the Nodal Account to your designated Bank Account within the timeframe prescribed by the Reserve Bank of India (RBI), commencing from the date of completion of the Transaction. In the event that you elect to utilize SP Transaction HUB Services, the Transaction shall be deemed complete only upon the receipt of the Customer Charge in the Nodal Account from the Acquiring Banks and subsequent reconciliation of the same by the Acquiring Banks, SP Transaction HUB, and the Nodal Bank ("SP Transaction HUB Completion of Transaction").

Should you opt for SP Transaction HUB Services which require Proof of Delivery for any Transaction(s), the Transaction shall be concluded only upon the submission of Proof of Delivery by you (as per the prescribed format by SP Transaction HUB) and confirmation from the respective Customer. If the Customer fails to confirm delivery within three (3) days from the date of submission of Proof of Delivery by you, such delivery shall be deemed confirmed, and the Transaction shall be considered complete ("SP Transaction HUB Completion of Transaction"). The transfer of the Settlement Amount to the Merchant Bank Account shall be contingent upon reconciliation of the Customer Charge by the Acquiring Banks, SP Transaction HUB, and the Nodal Bank following the actual receipt of the Customer Charge into the Nodal Account.

You shall bear sole responsibility for any payments related to refunds and Chargebacks, and SP Transaction HUB shall not be liable for any claims, disputes, penalties, or liabilities arising in connection with such refunds or Chargebacks to either you or the Customer. You agree to indemnify and hold SP Transaction HUB harmless against any claims, disputes, penalties, costs, and expenses arising, whether directly or indirectly, in relation to refunds or Chargebacks for all Transactions initiated through the Merchant Site.

Notwithstanding any other provisions in this Agreement, you acknowledge and agree that SP Transaction HUB, the Acquiring Bank, and the Nodal Bank reserve the right to reject payments related to any Customer Charge for reasons including, but not limited to, unlawful or erroneous Transactions, Chargebacks, refunds, fraud, suspicious activities, issues related to Authentication and Authorization, overpayments due to mathematical errors, penalties incurred, delivery issues, Customer Charge disputes, or non-compliance with the requirements of SP Transaction HUB, the Acquiring Banks, and the financial Association.

In the event of rejection of payment for a Customer Charge, Chargeback, refund, or other Outstanding Amounts owed to SP Transaction HUB, the Acquiring Bank, or the Customer, SP Transaction HUB or the Acquiring Bank reserve the right to reverse any credit extended to the Merchant Bank Account or offset the rejected payment amount, Chargeback, refund, or Outstanding Amount against the Settlement Amount payable to you. Additionally, SP Transaction HUB and the Acquiring Banks may deduct such payment amounts from future Settlement Amounts due to you for subsequent Transactions.

All Settlement Amounts owed to you under this Agreement may be suspended or delayed at the discretion of SP Transaction HUB, the Acquiring Banks, and the Nodal Bank if any of the following conditions arise: (a) you, your Customer, or a third party engages in fraud or violates any applicable laws or legal requirements; (b) SP Transaction HUB or the Acquiring

Banks have reasonable grounds to suspect fraudulent activities against the Customers, SP Transaction HUB, the Acquiring Banks, or any third party by you, your Customers, or any other related parties; (c) you exhibit excessive Chargebacks or present high Chargeback and refund risk; (d) there is consistent non-delivery or delayed delivery of Products to Customers; or (e) for any other legitimate reason deemed appropriate by SP Transaction HUB or the Acquiring Banks.

1.13 RESERVE – Financial Security and Withholding Rights

You hereby acknowledge and agree that SP Transaction HUB TECHNOLOGY PRIVATE LIMITED (“SP Transaction HUB”) reserves the right, at its sole discretion and at any time, to temporarily suspend or delay any payments due to you or to require the establishment and maintenance of a monetary reserve (“Reserve”) in such amount as may be reasonably determined by SP Transaction HUB. This Reserve may be required as a measure to secure the fulfillment of your payment obligations under this Agreement and may be imposed for reasons including, but not limited to: elevated chargeback ratios, credit exposure, refund or overdraft risks, issues pertaining to non-delivery of goods or services, the sale of prohibited or regulated items, unpaid service or maintenance fees, or any other circumstances that reasonably indicate the potential for non-performance or financial instability in connection with your use of the SP Transaction HUB services.

Failure to provide the Reserve within seven (7) days from receipt of written notice shall entitle SP Transaction HUB, without further obligation of notice, to suspend or terminate any settlement payouts or restrict access to SP Transaction HUB services. The Reserve may be applied, at the discretion of SP Transaction HUB, towards the satisfaction of any outstanding obligations, including but not limited to, amounts owed to SP Transaction HUB, acquiring banks, or your customers.

In the event that the settlement proceeds and the Reserve are insufficient to cover your total outstanding liability, you shall be required to immediately remit the remaining balance to SP Transaction HUB and the acquiring bank upon demand. Interest shall accrue on such outstanding sums at the rate of 1.5% per month, calculated daily, commencing from the date of demand until full payment is made. The right of SP Transaction HUB to apply the Reserve and enforce such set-off rights shall be without prejudice to, and in addition to, any other legal or equitable remedies available under applicable law.

Furthermore, you agree to indemnify and reimburse SP Transaction HUB for all reasonable costs and expenses incurred in relation to the recovery of such dues, including but not limited to attorney’s fees, legal expenses, and collection agency charges.

Certainly. Here's a professionally redrafted and legally styled version of the clause, with enhanced language, restructured formatting, and your requested replacement of

1.14 CHARGEBACK LIABILITY, RIGHTS, AND REMEDIES

1. Right to Recover Chargebacks and Associated Liabilities

In the event that any transaction processed through SP Transaction HUB results in a chargeback, SP Transaction HUB shall have the absolute and irrevocable right to withhold the full amount of such chargeback, together with any associated fees, fines, penalties, or related costs, by setting aside such sums in a designated Reserve. SP Transaction HUB may, at its sole discretion, debit such amounts from the Merchant's Settlement Amount or Reserve.

Should SP Transaction HUB reasonably anticipate that a chargeback may arise in relation to a specific transaction, it shall be entitled to withhold an amount equivalent to the potential chargeback from any payments due to the Merchant under this Agreement until one of the following occurs:

- (a) a chargeback is formally assessed by reason of a customer dispute, in which case the withheld funds shall be retained by SP Transaction HUB;
- (b) the lapse of any statutory or regulatory timeframe, or the expiration of time limits stipulated under Rules within which the customer may initiate a chargeback; or
- (c) SP Transaction HUB determines, at its sole discretion, that the risk of chargeback no longer exists.

In circumstances where recovery of the chargeback amount proves unsuccessful, the Merchant shall remain unconditionally liable to remit the full chargeback sum to SP Transaction HUB immediately upon demand. The Merchant agrees to bear all legal and collection costs, including but not limited to attorneys' fees and related expenses, incurred by SP Transaction HUB in the recovery of unpaid or outstanding amounts.

2. Management of Excessive Chargebacks

Should SP Transaction HUB, in its sole and absolute discretion, determine that the Merchant is incurring an excessive volume of chargebacks, SP Transaction HUB shall be entitled to implement additional control measures and conditions with respect to the processing of transactions. These may include, but are not limited to:

- (a) the imposition of revised or increased processing fees;
- (b) the establishment or augmentation of a Reserve in an amount deemed sufficient to cover anticipated chargebacks and ancillary costs;
- (c) the deferral or delay of settlement payouts; and
- (d) the suspension or immediate termination of services provided under this Agreement.

3. Resolution and Contestation of Disputed Transactions

Upon receipt of a chargeback notification concerning a transaction, SP Transaction HUB shall promptly notify the Merchant of the same. The Merchant shall be required to conduct

an internal investigation and, within five (5) calendar days of receiving such notice, shall provide SP Transaction HUB with a written response, stating either of the following:

- i. A formal request instructing SP Transaction HUB to refund the transaction amount to the customer ("Refund Request"), or;
- ii. A comprehensive rebuttal explaining the legitimacy of the transaction, accompanied by all relevant documentary evidence necessary to dispute the chargeback.

Failure by the Merchant to respond within the stipulated timeframe, or submission of inadequate or unsatisfactory evidence, shall entitle SP Transaction HUB to treat the chargeback as valid. In such an event, SP Transaction HUB shall be authorized to recover the chargeback amount from future Settlement Amounts, the Reserve (if any), or any other receivables. In the event of insufficient funds, the Merchant shall be liable to remit the unrecovered portion forthwith upon demand.

It is expressly acknowledged and agreed by the Parties that any Transaction Discount Rate (TDR) or fee levied by SP Transaction HUB in respect of a confirmed transaction shall not be refunded, irrespective of whether such transaction is subsequently disputed, refunded, charged back, or reversed.

1.15 Terms Of EMI Facility

You acknowledge and agree that in order to avail the Equated Monthly Installment ("EMI") services extended by a financial institution or issuing bank, you must obtain explicit approval from such institution. The provision of EMI services shall be governed entirely by the terms and conditions of the respective bank and **SP Transaction HUB TECHNOLOGY PRIVATE LIMITED** ("SP Transaction HUB"), and shall be offered strictly at their discretion. It shall be your sole responsibility to ensure that, during the course of any transaction, the Customer also accepts and consents to such applicable terms and conditions related to EMI offerings.

You further acknowledge that, at the time of completing a transaction, the full transaction amount shall be charged to the Customer. SP Transaction HUB shall, within two (2) Business Days from the date of completion of the transaction, forward the relevant transaction details to the concerned bank for conversion into EMI. Once submitted, EMI transactions shall be deemed irrevocable and cannot be cancelled or reversed under any circumstances.

In the event that EMI payment options are extended to Customers, you shall ensure that products or services are delivered only after receipt of approval from the Issuing Institution. SP Transaction HUB shall not be held liable for any claim, loss, or dispute arising from the Issuing Institution's refusal to approve the EMI facility, regardless of whether the Settlement Amount is retained in the Nodal Bank account or already remitted to your designated Merchant Bank Account. Any grievances related to rejection of the EMI application must be addressed by the Customer directly with the Issuing Institution.

You explicitly understand that the conversion of transactions into EMI shall be facilitated through an offline mechanism. The Issuing Institution shall endeavor, on a best-effort basis,

to convert the eligible transactions into EMI within five (5) Business Days of submission. You shall further ensure the availability of an accurate EMI calculator on the Merchant Site to transparently communicate the EMI breakdown and applicable interest rates to the Customer.

You also acknowledge that the Issuing Institution reserves the sole and absolute right to amend the terms of the EMI facility, or to suspend or withdraw the EMI offering at any time, without prior notice. Neither SP Transaction HUB nor any Acquiring Bank shall bear any liability for non-conversion of a transaction into EMI, or for any failure to notify you or the Customer regarding the rejection of the EMI request by the Issuing Institution.

1.16 Fulfilment and Delivery Obligations

The Merchant hereby agrees and undertakes that dispatch or rendering of any goods or services (hereinafter referred to as “Products”) to the Customer shall only be effected subsequent to the receipt of an express transaction confirmation from **SP Transaction HUB**. Such confirmation shall be deemed valid only upon successful receipt of corresponding authorization and transaction confirmation from the relevant Acquiring Bank by **SP Transaction HUB**. The Merchant expressly acknowledges and accepts that **SP Transaction HUB** bears no liability whatsoever for any transaction that has not been confirmed to **SP Transaction HUB** by the respective Acquiring Bank.

The Merchant shall maintain verifiable and legally admissible **Proof of Delivery** for every Transaction initiated via the Merchant's platform for a minimum retention period of **one (1) year** from the date of actual delivery of the Product. Such Proof of Delivery shall remain accessible and subject to inspection by **SP Transaction HUB**, the Acquiring Bank, and the designated Nodal Bank during standard business hours on any working day.

Notwithstanding any provision to the contrary within this Agreement, the Merchant acknowledges that **SP Transaction HUB**, the Acquiring Bank, and the Nodal Bank shall have the irrevocable right to request and examine Proof of Delivery at any time, whether prior to or subsequent to the disbursement of the Settlement Amount into the Merchant's designated bank account. Failure to furnish valid Proof of Delivery as stipulated herein may result in a reversal of the respective Customer Charge or a rejection thereof, at the sole discretion of **SP Transaction HUB** and the Acquiring Bank.

The Merchant further agrees to execute delivery of the Product strictly within the timeline (hereinafter referred to as the “Delivery Due Date”) as specified at the time the transaction is consummated on the Merchant's platform. In the event that the Merchant is unable to fulfil delivery, whether in part or in full, by the stated Delivery Due Date, the Merchant shall promptly notify the Customer and initiate a full or partial refund of the Customer Charge in accordance with the Customer's instructions.

All risks associated with the delivery of Products, including but not limited to damage, delay, non-fulfilment, or quality disputes, shall be borne exclusively by the Merchant. Any claims or disputes arising out of or in connection with such matters shall be resolved directly between

the Merchant and the Customer, and under no circumstances shall **SP Transaction HUB**, the Acquiring Bank, or any of their affiliates be named as a party to such disputes or held liable in relation thereto.

1.17 REFUNDS AND RETURNS POLICY

By using the services provided by SP Transaction HUB, you hereby agree to adhere to and process any returns, refunds, or adjustments for Products sold and payments collected via the Merchant Site in full compliance with this Agreement, the directives of the Acquiring Banks, and the applicable Financial Institutions Rules. In this regard, you are obligated to: (a) uphold a reasonable and transparent refund, cancellation, or adjustment policy; (b) duly inform Buyers of the return or cancellation policy; (c) refrain from issuing cash refunds to Buyers for transactions, unless mandated by law; and (d) ensure that no cash or equivalent items of value are accepted as part of sale refund.

The refund or adjustment amount must encompass any taxes associated with the transaction and must not exceed the total value displayed on the original sales record, except for the precise amount necessary to reimburse the Customer for postage costs incurred when returning merchandise. In instances where the Customer opts for returns and requests an unequal exchange of Products (e.g., differing sales prices), a credit must be issued for the entire value of the returned Products, and a new sale must be processed for any newly selected Products. Please be advised that, should your refund policy be restrictive or fail to meet Customer expectations, you may still face a chargeback related to such transactions.

1.18 CUSTOMER SUPPORT

All customer service matters relating to transactions, products sold on your Merchant Site, including but not limited to customer charges, order fulfillment, order cancellations, returns, refunds, adjustments, rebates, functionality and warranty inquiries, technical support, and feedback regarding experiences with your personnel, policies, or processes, shall remain your sole responsibility. In providing customer support, you shall at all times present yourself as a separate and independent entity from SP Transaction HUB.

You are obligated to provide customer support during all business days. This support must include appropriate means for customers to contact you, including, but not limited to, email address and telephone number, in the event the customer has inquiries regarding the nature or quality of the product or the procedures for resolving disputes. Under no circumstances shall SP Transaction HUB be held responsible for providing customer support to customers or any third parties.

Merchant Risk Assessment and Liability

SP Transaction HUB reserves the right to conduct periodic and ongoing risk assessments (hereinafter referred to as "Risk Assessment") during the term of this Agreement. These Risk Assessments are undertaken to evaluate the integrity of your business operations, transactions, and overall compliance with applicable legal and regulatory standards. The Risk Assessment will be performed for, but not limited to, the following purposes:

1. To verify that your business is duly constituted and operates in accordance with legitimate and lawful practices.
2. To assess that adequate safeguards are in place to ensure the protection and security of Customer Data, in compliance with applicable data protection laws and industry standards.
3. To evaluate and investigate any instances of fraud, default, or discrepancies relating to the Transactions on your Merchant Site.
4. To provide SP Transaction HUB with any assurances it may reasonably require regarding its exposure under this Agreement and any related agreements with Acquiring Banks and financial institutions.

You agree to cooperate fully by providing all reasonable assistance and necessary information to SP Transaction HUB in the execution of such Risk Assessments. Furthermore, we may periodically obtain additional reports to ensure your continued adherence to the terms and conditions of this Agreement. By accepting this Agreement, you authorize SP Transaction HUB to collect, share, and exchange information about your business and Transactions with relevant Acquiring Banks, Issuing Institutions, financial institutions, and government authorities. This includes sharing data regarding (a) your Transactions for regulatory compliance, including Know Your Customer (KYC) regulations, (b) information necessary for the ongoing management and maintenance of the Service, (c) to update customer records and better serve you, and (d) to support SP Transaction HUB's internal risk management processes.

Should a Risk Assessment reveal, or if we reasonably determine at any point, that you present a material credit risk or otherwise pose an increased risk to SP Transaction HUB's exposure under this Agreement, we reserve the right to take any of the following actions:

1. Terminate this Agreement with immediate effect.
2. Suspend or defer any payments due to you for a period deemed necessary by SP Transaction HUB to mitigate the identified risk, with such deferred payments potentially being applied towards any amounts owed by you under this Agreement.
3. In the event of fraudulent activities, whether directly by you or in collusion with others, or if any fraudulent Transactions are identified, SP Transaction HUB will report such

activities to relevant governmental or law enforcement authorities.

By agreeing to these terms, you acknowledge and accept the possibility of such Risk Assessments and the actions SP Transaction HUB may take in response to potential risks, as outlined herein.

1.20 SECURITY DEPOSIT AS RESERVE

At any time, SP Transaction HUB reserves the right to request the Seller to provide an interest-free, refundable security deposit to be held as a reserve ("Reserve"), ensuring the Seller's compliance with their payment obligations under this Agreement. The Seller agrees to furnish such a security deposit upon request, as determined by SP Transaction HUB from time to time. SP Transaction HUB may suspend or delay Payments to the Seller or request a security deposit for reasons including, but not limited to, elevated chargeback risk, refund activity, non-payment of maintenance fees, or any other indicators of performance issues related to the Seller's use of the Service. The security deposit will be set at an amount deemed reasonable by SP Transaction HUB, based on anticipated chargebacks, returns, unshipped products, unfulfilled services, or credit risks, in accordance with the Seller's processing history and a Risk Assessment, or as determined by Payment System Providers.

SP Transaction HUB reserves the right to adjust the amount of the security deposit, either increasing, decreasing, or removing it entirely, at its sole discretion. This may be influenced by the Seller's payment history, a credit review, the amount of any arbitration award, or court judgment rendered against the Seller in favor of SP Transaction HUB, or as deemed necessary by SP Transaction HUB or the Payment System Providers. Should the Seller fail to provide the requested security deposit within five (5) days of receiving a notice from SP Transaction HUB, the Seller's account may be suspended or terminated without further notice.

The Reserve may be utilized by SP Transaction HUB to recover losses, costs, damages, chargebacks, returns, penalties, or other expenses incurred by SP Transaction HUB, the Buyers, or Payment System Providers due to fraud, misconduct, negligence, service deficiencies, or any other circumstances as determined by SP Transaction HUB. This may include deductions for any outstanding Fees owed by the Seller to SP Transaction HUB.

The security deposit will be refunded to the Seller after a period of 180 days from the Seller's last transaction date, provided that the Seller's account is closed and no outstanding or negative balances remain.

1.21 Inspection and Audit Rights

You are required to maintain and retain accurate records of periodic checks in the manner prescribed by SP Transaction HUB and the Acquiring Banks. SP Transaction HUB and the

Acquiring Banks reserve the right to audit and inspect your records, statements, and related documents to ensure compliance with your obligations under this Agreement at intervals or times deemed appropriate by SP Transaction HUB and the Acquiring Banks. Furthermore, SP Transaction HUB and the Acquiring Banks may inspect your business premises. In the event that you refuse or obstruct such inspections, SP Transaction HUB reserves the right to immediately suspend or terminate your account. Additionally, SP Transaction HUB retains the authority to suspend or terminate the services of any user who provides inaccurate, misleading, or incomplete information, or fails to meet the registration requirements outlined for the SP Transaction HUB Account. Any refusal of inspection or failure to comply with the terms and conditions stipulated in this Agreement may result in the immediate suspension or termination of your access to SP Transaction HUB Services.

1.22 YOUR RESPONSIBILITIES

By entering into this Agreement, you hereby represent, warrant, undertake, and covenant as follows:

1. You shall diligently fulfill all Transactions placed on the Merchant Site in strict adherence to the terms and conditions specified therein, and in compliance with the instructions of the Customer. You shall ensure that Delivery is completed in accordance with the Customer's specifications, on or before the agreed Delivery Due Date.
2. You shall refrain from offering out-of-stock Products for sale. You assume full responsibility for the quality, efficiency, and merchantability of the Products. Furthermore, the rates displayed on the Merchant Site shall be inclusive of all applicable taxes.
3. You shall comply with all relevant laws, rules, regulations, and guidelines in the offering of Products or the collection of Payments on your Merchant Site. You will ensure that all necessary approvals, licenses, and registrations required under applicable laws, rules, and regulations are obtained and maintained in full effect. You shall not engage in any activities through the SP Transaction HUB Services or offer Products in violation of any law or legal requirement in any applicable jurisdiction and shall indemnify SP Transaction HUB for all liabilities arising in this regard.
4. You shall not offer any Products that are illegal, offensive, or banned as per the list provided in Schedule A, or in violation of applicable laws, rules, or regulations of any jurisdiction from where the Customers avail the Products. Additionally, you shall adhere to and ensure Customer compliance with all guidelines, rules, and regulations issued by the Reserve Bank of India (RBI), SP Transaction HUB, Acquiring Banks, or Financial Institutions. SP Transaction HUB reserves the right to suspend Settlement Amounts and Services until you cease offering such prohibited Products or comply with applicable laws and regulations. In the event of a breach of this clause, SP

Transaction HUB may terminate this Agreement without notice.

5. You shall display appropriate cancellation policies, refund policies, privacy policies, disclaimers, disclosures, and terms of use related to the Merchant Site, the Products provided by you, and the terms of payment by the Customer (collectively referred to as "Merchant Terms and Conditions"). Before accepting any instructions from Customers, you shall ensure that they have accepted all Merchant Terms and Conditions. SP Transaction HUB reserves the right to inspect and review the Merchant Terms and Conditions at any time.
6. If you provide a One Click Checkout option, you acknowledge that SP Transaction HUB shall store the valid data of Customers on its servers.
7. If you opt for the One Click Checkout API, you shall take full responsibility for the security of Customer data, ensuring it is not shared with third parties without the consent of SP Transaction HUB and the Customer. You shall prevent unauthorized use or disclosure of this data and accept full liability for any breach, indemnifying SP Transaction HUB accordingly. If incorrect Customer data is used, or if a Customer's account is compromised, you shall be fully liable for the transactions, and SP Transaction HUB shall bear no liability. You shall also maintain a privacy policy for handling Customer data and make this policy publicly available on the Merchant Site.
8. You shall possess the legal rights and title to sell the Products offered to Customers via SP Transaction HUB Services.
9. You shall resolve any Customer complaints or dissatisfaction with Products at your own cost and expense, taking necessary corrective actions promptly.
10. You shall maintain industry-standard service levels, ensuring that Products paid for on the Merchant Site are delivered to Customers in a timely manner and in accordance with the highest standards.
11. You agree to display such notices, disclaimers, or warranties as required by SP Transaction HUB or the Acquiring Bank, and shall comply with such requests without delay.
12. You shall be solely responsible for the accuracy and validity of all information, pricing, and charges related to the Products offered on the Merchant Site.
13. You shall bear the responsibility for payment of all applicable taxes, surcharges, levies, and withholdings related to the Customer Charge and SP Transaction HUB Services provided under this Agreement.
14. As you utilize the Acquiring Bank Services and Financial Institutions Services, you shall comply with all applicable rules, guidelines, and instructions issued by the Acquiring Banks or Financial Institutions. Failure to comply with these regulations may result in fines, penalties, or charges imposed on SP Transaction HUB, for which

you shall indemnify SP Transaction HUB in full.

15. By opting for SP Transaction HUB Services, you and your Customers agree to be bound by SP Transaction HUB's terms and conditions as available on the official website (<https://sptransactionhub.com>). You shall ensure that both you and your Customers comply with these terms and conditions.
16. You shall not engage in any activities that interfere with, disrupt, or damage the servers, networks, or services of any third parties, including SP Transaction HUB, Acquiring Banks, or Financial Institutions.
17. You shall not request or input any confidential account information from Customers without proper authorization. Any violation of this may constitute a breach of trust between you, SP Transaction HUB, and the Acquiring Banks.
18. You shall keep all Customer information submitted via the Merchant Site confidential. Customer data shall only be used for the completion of the transaction and shall not be shared with third parties. You are responsible for adhering to data privacy regulations as applicable.
19. You shall promptly inform SP Transaction HUB of any changes in your business structure, including changes in directors, partners, trustees, or addresses, within seven (7) business days of such changes.
20. You shall not engage in activities that harm the business, reputation, or brand of SP Transaction HUB, Acquiring Banks, or Financial Institutions.
21. You agree to clearly indicate which Acquiring Banks or Financial Institutions' payment mechanisms are accepted on the Merchant Site, ensuring proper visibility and adherence to any relevant guidelines.
22. You shall be responsible for resolving all customer disputes related to accounts and providing necessary assistance to SP Transaction HUB, Acquiring Banks, or Financial Institutions in handling such disputes.
23. You authorize SP Transaction HUB to share transaction data and Customer information with the respective Acquiring Banks and Financial Institutions as required.
24. You shall ensure that your Merchant Site does not contain any harmful, defamatory, obscene, or unlawful material that could damage the reputation of SP Transaction HUB, the Acquiring Banks, Financial Institutions, or any third parties.
25. You acknowledge that SP Transaction HUB reserves the right to suspend payments or Services immediately in the event you fail to comply with the terms and conditions set forth in this Agreement.

1.23 Privacy and Confidentiality

At SP Transaction HUB, we prioritize the protection of your privacy. By entering into this Agreement, you acknowledge that you have thoroughly reviewed, understood, and accepted our Privacy Policy. As part of using our Services, you may have access to sensitive information regarding Customers. You are legally bound to maintain the confidentiality of such data and use it solely in relation to the provision of our Services. Under no circumstances shall you disclose, share, or distribute this information to any third party, nor shall you utilize it for marketing purposes, unless you have received explicit consent from the Customer in question. Any violation of this provision may result in legal actions, including but not limited to the termination of services, and potential claims for damages.

1.24 DISCLOSURES AND NOTIFICATIONS

You acknowledge and agree that SP Transaction HUB may provide any disclosures and notices required by applicable laws, as well as other pertinent information regarding your SP Transaction HUB Account, through electronic means. These may be posted on our official website or delivered via email to the address provided by you during registration. You further consent that such electronic disclosures and notices shall carry the same legal weight and effect as paper copies, as if they were physically delivered to you. Any disclosures or notices will be deemed to have been received by you within 24 hours of being posted on our website or sent to your provided email address, unless we are notified that the email has failed to be delivered.

1.25 TERMINATION OF AGREEMENT BY EITHER PARTY

This Agreement may be terminated by either Party through the provision of thirty (30) days' prior written notice to the other Party.

Notwithstanding the foregoing, either Party reserves the right to terminate this Agreement immediately under the following circumstances:

1. If it is discovered, at any time, that the other Party is in breach of any applicable law or regulation.
2. If the other Party is adjudicated bankrupt, or if a receiver, trustee, or any similar official is appointed to oversee its operations or a substantial portion of its assets, or if the other Party makes any assignment for the benefit of its creditors, and such adjudication, appointment, or assignment is not reversed or set aside within ninety (90) Business Days.

3. If the other Party enters into voluntary or involuntary liquidation proceedings.
4. If the other Party is restricted by any legal, regulatory, or statutory authority from continuing to provide services under this Agreement, thereby rendering the performance of such services impossible.

In all cases of termination, SP Transaction HUB shall have the right to pursue any remedies or claims as provided by law, and both Parties shall settle any outstanding obligations promptly and in accordance with the terms herein.

1.26 Termination by SP Transaction HUB

SP Transaction HUB reserves the right to terminate this Agreement immediately upon the Merchant's failure to fulfill its obligations or in the event of a breach of any terms and conditions set forth herein. Such termination shall be in addition to, and not in substitution for, any other termination rights that SP Transaction HUB may possess under any other provision of this Agreement. Termination under this clause does not affect any other rights or remedies available to SP Transaction HUB, whether provided by law or otherwise, and shall not release the Merchant from any outstanding obligations or liabilities incurred prior to the date of termination.

1.27 CONSEQUENCES OF TERMINATION

Upon the termination of this Agreement, the cessation shall not affect the rights or liabilities accrued by either Party prior to such termination. Furthermore, any action taken during the term of this Agreement that may give rise to a dispute following termination, or any provision explicitly stated to survive this Agreement or remain effective post-termination, along with obligations outlined in this Clause, shall remain in full force and effect despite the termination. Both Parties are required to settle any outstanding charges within thirty (30) days following the effective date of termination, subject to the other terms and conditions of this Agreement.

In the event that any payments due to SP Transaction HUB exceed the Settlement Amount owed to you, the difference shall constitute a debt payable by you to SP Transaction HUB, which shall be recoverable through appropriate legal actions, as determined by SP Transaction HUB. Notwithstanding any other remedies or rights available to SP Transaction HUB, if you fail to remit any payments by the due date or on demand as stipulated under this Agreement, SP Transaction HUB shall be entitled to charge daily compounded interest at a rate of 2.5% per month on any overdue amounts from the due date until the Settlement Amount is fully paid. This section does not preclude SP Transaction HUB from pursuing any additional remedies available under statutory law or equity.

Upon termination, all materials, documentation, instruction manuals, guidelines, letters, writings, and other materials provided by SP Transaction HUB in connection with this

Agreement, whether related to the utilization of the Internet Payment Gateway or otherwise, shall be promptly returned to SP Transaction HUB by you.

You acknowledge and agree that, following termination, you shall remain solely liable for all Chargebacks, refunds, penalties, losses, damages, or costs incurred by SP Transaction HUB, Acquiring Banks, Financial Institutions, and Customers, including any claims or proceedings arising from this Agreement. At the time of termination, SP Transaction HUB may retain an amount from any Reserve (if applicable) or Settlement Amount payable to you, including any withheld Settlement Amounts, as determined by SP Transaction HUB, to cover chargeback risks, refund risks, or any potential losses, damages, penalties, or costs that may arise for a period of 210 Business Days. All settlement to you after notice of termination shall occur subsequent to the termination. If the retained amount is insufficient to cover all outstanding amounts owed by you after termination, you shall ensure the payment of all pending amounts to SP Transaction HUB within ten (10) days of receiving a demand notice, and shall at all times indemnify SP Transaction HUB in this regard. This provision shall survive the termination of this Agreement.

Terms and Conditions: Prohibited Product List

2. Prohibited Product List

2.1 Prohibited Items

The Customer hereby acknowledges, agrees, and guarantees that the following products and services shall not be sold or offered for sale on the Customer's Website or processed through the Payment Gateway Facilities provided by SP Transaction HUB for the following categories of products and services:

1. **Adult Goods and Services** – This includes pornography and any sexually suggestive materials, including literature, imagery, and other forms of media, as well as escort or prostitution services.
2. **Alcohol** – This includes alcoholic beverages such as beer, wine, liquor, and champagne.
3. **Body Parts** – This includes human organs or other bodily parts.
4. **Bulk Marketing Tools** – This includes email lists, software, or other products enabling the sending of unsolicited email messages (Spam).
5. **Cable Descramblers and Black Boxes** – This includes devices intended to illegally obtain cable and satellite signals.
6. **Child Pornography** – This includes any form of pornographic material involving minors.

7. **Copyright Unlocking Devices** – This includes devices designed to circumvent copyright protection mechanisms, such as mod chips.
8. **Copyrighted Media** – This includes unauthorized copies of books, music, films, and other media protected under copyright law.
9. **Copyrighted Software** – This includes unauthorized copies of software, video games, or other licensed materials, including OEM or bundled software.
10. **Counterfeit and Unauthorized Goods** – This includes replicas or imitations of designer goods, items requiring celebrity endorsement that lack such endorsement, fake autographs, counterfeit stamps, or any other unauthorized goods.
11. **Drugs and Drug Paraphernalia** – This includes illegal drugs and drug accessories, including herbal drugs such as salvia and magic mushrooms.
12. **Drug Test Circumvention Aids** – This includes products intended to alter or circumvent drug tests, such as cleansing shakes or urine test additives.
13. **Endangered Species** – This includes plants, animals, or organisms, and their derivatives, that are in danger of extinction.
14. **Gaming/Gambling** – This includes lottery tickets, sports betting, memberships or enrollments in online gambling sites, and related content.
15. **Government IDs or Documents** – This includes fake identification documents such as IDs, passports, diplomas, and noble titles.
16. **Hacking and Cracking Materials** – This includes any materials, manuals, guides, or equipment that facilitate illegal access to software, servers, websites, or any other protected property.
17. **Illegal Goods** – This includes materials, products, or information that promote or facilitate illegal goods or activities.
18. **Miracle Cures** – This includes products marketed as quick health fixes or remedies with unsubstantiated claims.
19. **Offensive Goods** – This includes products, literature, or materials that defame, slander, or incite violence, or promote hatred, intolerance, or discrimination based on race, ethnicity, national origin, religion, sex, or other factors.
20. **Offensive Crime-related Goods** – This includes crime scene photos or personal belongings associated with criminals.
21. **Prescription Drugs or Herbal Drugs** – This includes prescription-required drugs, herbal drugs, or any form of online pharmacy.

- 22. **Pyrotechnic Devices and Hazardous Materials** – This includes fireworks, toxic materials, flammable or radioactive substances, and similar hazardous goods.
- 23. **Regulated Goods** – This includes items regulated by government or other agencies, such as airbags, chemical solvents, police badges, pesticides, postage meters, and other restricted items.
- 24. **Securities** – This includes financial products such as stocks, bonds, or related financial instruments.
- 25. **Tobacco and Cigarettes** – This includes cigarettes, cigars, chewing tobacco, and any related products.
- 26. **Traffic Devices** – This includes radar detectors, license plate covers, traffic signal changers, and related products.
- 27. **Weapons** – This includes firearms, ammunition, knives, gun parts, and other weapons or armaments.
- 28. **Wholesale Currency** – This includes discounted currencies or illegal currency exchanges.
- 29. **Live Animals** – This includes any form of live animals for sale or trade.
- 30. **Multi-Level Marketing Collection Fees** – This includes any fees or payments related to multi-level marketing schemes.
- 31. **Matrix Sites or Scheme Approaches** – This includes websites or schemes that utilize a matrix approach or structure.
- 32. **Work-at-Home Information** – This includes products or services marketed as "work-at-home" opportunities.
- 33. **Non-Compliant Products and Services** – This includes any product or service not in compliance with all applicable laws, whether federal, state, local, or international, including all applicable laws of India.

The Customer agrees that any violation of this clause may result in the suspension or termination of their access to the Payment Gateway Facilities provided by SP Transaction HUB, along with any other legal remedies available to SP Transaction HUB.

3. ADDITIONAL LEGAL TERMS

3.1 REPRESENTATIONS AND WARRANTIES

By registering and using the services provided by SP Transaction HUB, you hereby represent and warrant to SP Transaction HUB that:

1. You are at least 18 (eighteen) years of age.
2. You are eligible to register and use the Services and possess the legal right, power, and ability to enter into and perform under this Agreement.
3. The name provided by you during the registration process is either your personal name or your business name under which you sell the Products.
4. You are duly organized, validly existing, and in good standing under the laws of the jurisdiction in which your business is established.
5. Your obligations under this Agreement are legal, valid, binding, and enforceable obligations.
6. The execution and delivery of this Agreement, as well as the consummation of any Transactions contemplated herein, do not breach any organizational documents, laws, contracts, or court orders applicable to you and do not require any governmental approval or consent.
7. Any sales Transaction submitted by you will represent a legitimate, bona fide sale by you, in accordance with all applicable legal standards.
8. Any sales Transactions submitted by you will accurately describe the Products sold and delivered to Customers, with no material misrepresentation.
9. You will fulfill all of your obligations to each Customer for which you submit a Transaction and will address and resolve any consumer disputes or complaints directly with the Customers, in a timely and professional manner.
10. Except in the ordinary course of business, no sales Transaction submitted by you through the Services will represent a sale to any principal, partner, proprietor, or owner of your entity.
11. You will not use SP Transaction HUB Services, either directly or indirectly, for any fraudulent activities, or in any manner that would interfere with the proper functioning and use of SP Transaction HUB Services by other users.
12. Your use of SP Transaction HUB Services will be in full compliance with the terms and conditions of this Agreement.

3.2 YOUR LICENSE TO USE SP TRANSACTION HUB SERVICES

SP Transaction HUB grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign, to electronically access and utilize SP Transaction HUB Services solely for the following purposes:

1. To receive, accept, or make payments, and
2. To manage the funds received or paid through our platform.

You shall be entitled to download updates to SP Transaction HUB Services, subject to any additional terms that may be communicated to you at the time such updates are made available. We shall endeavor to provide reasonable prior notice of any downtime resulting from updates or preventative or reactive maintenance on our Services. Additionally, you acknowledge that the relationship between SP Transaction HUB and any Acquiring Banks may be terminated at any time, and services provided by such Acquiring Banks may be withdrawn.

While you are authorized to enjoy the benefits of SP Transaction HUB Services, you are strictly prohibited from permitting any third party to engage in the following actions:

1. Accessing or monitoring any material or information on any SP Transaction HUB system through any manual process, robot, spider, scraper, or other automated means, unless you have executed a separate written agreement with SP Transaction HUB referencing this clause and expressly granting an exception to this prohibition.
2. Copying, reproducing, altering, modifying, dismantling, creating derivative works, publicly displaying, republishing, uploading, posting, transmitting, reselling, or distributing any material or information from SP Transaction HUB in any manner.
3. Allowing any third party to utilize SP Transaction HUB Services through a rental, lease, timesharing, service bureau, or other similar arrangements.
4. Transferring any rights granted to you under this Agreement.
5. Violating the restrictions in any robot exclusion headers on SP Transaction HUB Services, circumventing, bypassing, or otherwise evading any technical limitations of the Services, using any tool to enable features or functionalities that are otherwise disabled, or decompiling, disassembling, decoding, or attempting to reverse-engineer the Services or override any protection systems integrated into the Services.
6. Performing or attempting to perform any actions that would disrupt the proper functioning of the Services, hinder access to or use of the Services by other users, or place an unreasonable or disproportionately large load on our infrastructure.
7. Creating any derivative software programs.

8. Engaging in any other use of the Services not expressly permitted under this Agreement.

Intellectual Property Rights and Protection of Software Application

By agreeing to these Terms and Conditions, you hereby grant SP Transaction HUB the non-exclusive, royalty-free, and irrevocable right to use, display, and reproduce its name, brand name, logo, wordmark, trademark, and service marks ("Marks") solely in connection with the marketing, advertising, and promotion of SP Transaction HUB services provided to you. You release SP Transaction HUB from any and all liability related to the use or publication of the Marks for such purposes. You affirm that you possess all necessary rights to use the aforementioned Marks and to grant permission for their use as outlined herein. You shall retain full ownership of any intellectual property rights associated with the Marks. Furthermore, you agree to prominently display the statement, logo, Marks, or image provided by SP Transaction HUB, as well as that of any Acquiring Banks involved in the payment mechanism, on your website and any other online marketing materials.

The use of logos, Marks, images, and other intellectual property by you shall be strictly limited to those provided by SP Transaction HUB. Any other usage is prohibited. Neither party shall have the right to use, apply, exploit, or infringe upon the intellectual property rights of the other without prior written consent, and such use shall be in compliance with this Agreement and any applicable policies or amendments thereto. Both parties also agree to refrain from infringing the intellectual property rights of any third party.

You further agree not to infringe upon the intellectual property rights of SP Transaction HUB or any Acquiring Banks, whether directly or indirectly through third-party actions, in relation to the services and software applications provided. You warrant that the use of SP Transaction HUB's software and the Acquiring Banks' software will be limited strictly to the purposes specified in this Agreement. You fully acknowledge that SP Transaction HUB may generate or create databases pertaining to customers who utilize the Internet Payment Gateway via the SP Transaction HUB platform. All rights and ownership of such databases will remain vested with SP Transaction HUB.

3.4 GRANT AND SCOPE OF THE MOBILE SDK LICENSE

1. Subject to the terms and conditions of this Agreement, SP Transaction HUB grants you a limited, non-transferable, non-exclusive, and royalty-bearing license to use the Mobile SDK solely for the purpose of integrating the Mobile SDK with the Upgraded Mobile Application.
2. Each time SP Transaction HUB provides you with an updated version of the Mobile SDK, you shall ensure the integration of the Mobile Application with the latest updated Mobile SDK.

3. SP Transaction HUB retains all legal rights, title, and interest in and to the Mobile SDK, including but not limited to any Intellectual Property Rights associated therewith. SP Transaction HUB expressly reserves all rights not granted to you under this Agreement.
4. You shall not undertake any actions that may result in the fragmentation of the Mobile SDK, including but not limited to distributing, participating in the creation of, or promoting a software development kit derived from the Mobile SDK in any manner.
5. Except as expressly licensed under this Agreement, SP Transaction HUB shall maintain exclusive ownership, right, title, and interest in and to the Mobile SDK, along with all associated Intellectual Property Rights. No implied licenses are granted under this Agreement, and all rights not expressly granted are hereby reserved. Furthermore, you agree not to sublicense, assign, or offer for sale any software application developed utilizing the Mobile SDK to any third party without the prior written consent of SP Transaction HUB.
6. You agree not to delete or alter any proprietary rights notices, codes, or other intellectual property markings embedded, affixed, or contained within the Mobile SDK provided to you.

3.5 Confidentiality Clause

The Parties hereby acknowledge and agree to uphold the utmost confidentiality concerning all Confidential Information exchanged under this Agreement. Both Parties are obligated to take all necessary measures to safeguard each other's Confidential Information from unauthorized disclosure, duplication, utilization, dissemination, or transfer. The distribution of Confidential Information shall be strictly limited to those employees who require access to such information for the purpose of fulfilling the objectives anticipated under this Agreement.

Neither Party shall, without the prior written consent of the other Party, disclose or permit its officers, directors, employees, representatives, or subcontractors to reveal the Confidential Information to any third party. Each Party commits to exercising the same level of care and security protocols to protect the Confidential Information of the other Party as they would apply to their own confidential information of similar importance, ensuring at a minimum a reasonable standard of care is maintained.

The confidentiality obligations detailed herein shall not apply to any Confidential Information that:

1. Becomes publicly available without any breach of this Clause by either Party.
2. Was already in the possession of the receiving Party prior to its disclosure by the disclosing Party.

3. Is independently developed by the receiving Party, without reference to or reliance upon the disclosing Party's Confidential Information.
4. Is required to be disclosed to professional advisors or in accordance with an order from a competent judicial or regulatory body.
5. Is lawfully provided to the receiving Party by a third party without any restriction on disclosure.
6. Is required to be disclosed by law, a judicial court, a recognized stock exchange, a government department, agency, or other regulatory authorities, provided that the receiving Party notifies the disclosing Party in writing prior to any such disclosure, allowing the disclosing Party the opportunity to seek an appropriate protective order or exemption from such requirement.

The confidentiality obligations set forth in this Clause shall remain in full force and effect for a period of one (1) year following the termination or expiration of this Agreement.

This clause is intended to ensure the safeguarding of Confidential Information for **SP Transaction HUB** and its partners, establishing clear boundaries and processes for the protection of sensitive data exchanged within the scope of the Agreement.

Indemnification Clause

3.6 Indemnity

You hereby undertake and agree to indemnify, defend, and hold harmless **SP Transaction HUB** and the Acquiring Banks, including their officers, directors, agents, and employees, from and against all actions, proceedings, claims (including third-party claims), liabilities (including statutory liabilities), penalties, demands, costs (including but not limited to legal costs), awards, damages, losses, and expenses, however arising, whether directly or indirectly, including, but not limited to, those arising as a result of:

1. Any breach or non-performance by you of any of your undertakings, warranties, covenants, declarations, or obligations under this Agreement.
2. Any breach of confidentiality and intellectual property rights obligations by you.
3. Any claim or legal proceeding initiated by a Customer or third party against **SP Transaction HUB** or the Acquiring Banks in relation to any Products or Services provided by you.
4. Any claim or legal proceeding initiated by a Customer or third party against **SP Transaction HUB** or the Acquiring Banks in relation to services provided by **SP**

Transaction HUB.

5. Any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance, or fraudulent activity by you, your employees, contractors, agents, Customers, or any third party associated with you.
6. Any hacking incidents, security breaches, or lapses in the protection of Customer data or the Merchant Site.
7. Any chargebacks or refunds concerning Transactions conducted under this Agreement.
8. Any violation of laws, rules, regulations, or legal requirements (including but not limited to RBI regulations, Financial Institutions Rules, Acquiring Bank rules) applicable in India or in any jurisdiction from which a Transaction is initiated, or where the Product is to be delivered, or where the respective Issuing Institution is incorporated, registered, or established.
9. Any fines, penalties, or interest imposed directly or indirectly on **SP Transaction HUB** due to your default or Transactions conducted through the Merchant Site in accordance with these Terms and Conditions.

The indemnities provided under this Clause are in addition to and not in lieu of any other indemnities given elsewhere in this Agreement. The indemnities outlined herein shall remain in full force and effect even after the termination of this Agreement.

3.7 LIMITATION OF LIABILITY

Notwithstanding any provision contained in this Agreement, the total liability of SP Transaction HUB to you arising from any cause, whether in contract, tort, or otherwise, shall be strictly limited to an amount not exceeding the total TDR (Transaction Discount Rate) revenue margin earned by SP Transaction HUB during the one-month period immediately preceding the date on which such liability arises. Furthermore, SP Transaction HUB shall not be held responsible for any special, incidental, indirect, or consequential damages, or any damages resulting from the loss of profits, business opportunities, or goodwill, even if it has been notified in advance of the potential for such loss or damage. Under no circumstances shall SP Transaction HUB be liable to you for any claims arising from customers or third parties. Additionally, neither the Nodal Bank nor the Acquiring Bank shall bear any liability or responsibility towards you under the terms of this Agreement.

3.8 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

SP Transaction HUB reserves the right to assign, in whole or in part, the benefits or obligations arising under this Agreement to its subsidiaries, affiliates, or other group companies, in the event of a restructuring, reorganization, or demerger of its business or operations. SP Transaction HUB shall notify you of such assignment in writing at least thirty (30) days prior to its effective date. Upon such assignment, the terms and conditions set forth in this Agreement shall remain binding upon both parties, and the assignee shall assume all relevant rights and obligations as stipulated herein.

3.9 FORCE MAJEURE

SP Transaction HUB shall not be held liable for any failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, fire, wars, sabotage, civil unrest, labor disputes, actions of statutory authorities, local or central government interventions, or any changes in applicable laws, rules, and regulations that may hinder the performance of SP Transaction HUB or its associated Acquiring Banks. In the event of any such force majeure event, SP Transaction HUB shall be excused from performance for the duration of the event and its reasonable aftermath, and the affected party shall not be deemed in default under the terms of this Agreement.

3.10 GOVERNING LAW, DISPUTE RESOLUTION, AND JURISDICTION

This Agreement, including any disputes or claims arising from or in connection with its formation, enforceability, or termination, shall be governed by and construed in accordance with the laws of India. In the event of any dispute or disagreement arising between the Parties related to this Agreement, the Parties shall first endeavor to resolve such issues through good-faith negotiations within a period of thirty (30) days from the date of notice of the dispute. Should the dispute remain unresolved after the specified period, either Party may refer the matter to a sole arbitrator, mutually appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings will be conducted in the English or Hindi language and shall take place in Delhi, India. The Parties further agree that the courts located in Delhi, India, shall have exclusive jurisdiction over any legal proceedings concerning this Agreement. All arbitration proceedings shall be conducted in compliance with the Arbitration and Conciliation Act, 1996, and any decision rendered shall be final and binding upon the Parties.

3.11 Non-Waiver Clause

Unless expressly provided otherwise within this Agreement, any failure or delay in the exercise of any right or remedy available under this Agreement shall not be construed as a

waiver of such right or remedy, nor shall it constitute a waiver of any other rights or remedies. Furthermore, no single or partial exercise of any right or remedy under this Agreement shall preclude the subsequent exercise of that right or remedy, nor shall it limit the exercise of any other right or remedy. The failure of SP Transaction HUB to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision or any other provision in the future.

3.12 CONTINUATION OF OBLIGATIONS AND TERMS

The terms, conditions, and provisions of this Agreement, which by their nature and substance are designed to endure beyond the completion, performance, or termination of this Agreement, shall remain in full force and effect notwithstanding the cessation of the Agreement. Such obligations, including but not limited to confidentiality, indemnification, and dispute resolution provisions, shall continue to bind all Parties involved, including SP Transaction HUB, beyond the execution or termination of this Agreement, unless otherwise expressly stipulated.

3.13 SEVERABILITY CLAUSE

In the event that any provision(s) of this Agreement is determined by a court of competent jurisdiction to be in violation of applicable law, or is otherwise deemed invalid, unenforceable, or void, such provision(s) shall be modified, to the extent possible, in a manner that closely reflects the original intent of the parties. The invalidity or unenforceability of any specific provision(s) shall not affect the validity and enforceability of the remaining provisions of this Agreement, which shall continue to remain in full force and effect, unaffected by such determination. For the purposes of clarity, any reference to "SP TRANSACTION HUB" shall be understood as "SP TRANSACTION HUB."

3.14 COMPREHENSIVE AGREEMENT

This Agreement represents the full and complete understanding between the Parties, effectively superseding and replacing any prior agreements, understandings, or representations, whether written or oral, relating to the subject matter herein. All schedules, recitals, annexures, and appendices attached hereto shall form an integral part of this Agreement and shall be considered as binding, with the same legal effect as if they were expressly incorporated into the main body of this Agreement. Furthermore, the Parties acknowledge that SP Transaction HUB is the sole entity governing and overseeing the terms and conditions herein, and all provisions shall remain in full force and effect.

3.15 NOTICES AND COMMUNICATIONS

Any notices, requests, demands, waivers, or other communications that are required or permitted under this Agreement shall be delivered in writing via certified or registered mail, courier or email. Such communications shall be sent to the designated addresses provided herein:

In case of any complaints or concerns regarding the handling of Personal Information, the content presented on this Website, disputes arising from breaches of confidentiality, proprietary rights violations, or any intellectual property matters associated with Users during their use of the Website, it is imperative that such issues be reported promptly in writing. Please direct these concerns to the Grievance cum Nodal Officer at the coordinates listed below or raise a grievance through the designated hyperlink provided for such purposes.

For further assistance or to address any grievances regarding the services, please refer to the contact information below. SP Transaction HUB ensures that all such matters will be addressed in accordance with relevant legal provisions and privacy policies.

Communication and Amendments

Grievance and Nodal Officer Contact

SP Transaction HUB Technology Private Limited

Address:

Email: info@sptransactionhub.com

All notices, requests, demands, waivers, and other communications related to this Agreement shall be considered duly provided as follows:

1. **Personal Delivery:** On the day following the actual delivery of such notice or communication.
2. **Certified or Registered Mail:** On the tenth (10th) day after the date of mailing.
3. **Courier Service or Similar Delivery Service:** On the day such notice is delivered.
4. **Email:** On the day immediately following the transmission of such communication, provided that a physical copy is also sent via registered mail.

Amendment Clause

This Agreement shall not be altered, modified, or amended in any form unless such changes are expressly agreed upon in writing by both Parties and duly executed. Any amendments must be mutually discussed and documented in a legally binding manner.

Counterparts Clause

This Agreement may be executed in multiple counterparts, each of which shall be deemed

an original. All such counterparts, collectively, shall constitute a single legal document, binding on both Parties.