

16. USE OF INTELLECTUAL PROPERTY RIGHTS AND PROTECTION OF SOFTWARE APPLICATION

- 16.1 The Merchant hereby grants to Tyche the right to use, display and reproduce its name, brand name, logo, wordmark, trademark, service marks (“**Marks**”) on a non-exclusive, royalty-free basis, solely in connection with the sales, marketing and advertising Tyche Services provided to the Merchant to the public. The Merchant hereby release Tyche from all liability relating to the publication or use of the Marks for such purpose. The Merchant hereby confirms that the Merchant has the requisite right to use the said Marks and to grant permission to use as stated herein. The Merchant shall retain all intellectual property rights in such marks.
- 16.2 The Merchant shall prominently display on its website and/or in other online marketing materials, a statement/logo/marks/image provided by Tyche relating to TycheServices and that of the respective Acquiring Banks providing the Payment Mechanism. The Merchant must only use the logos/marks/images provided by Tyche and no other.
- 16.3 Nothing contained herein shall authorize the Parties to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the other Parties without prior written consent of the other Party, and the usage shall be in compliance with this Agreement and such approval and policies as may be notified from time to time. In addition, the Parties undertake not to infringe the intellectual property rights of any third party.
- 16.4 The Merchant undertakes not to infringe the intellectual property rights of Acquiring Banks and /or Tyche respectively, whether directly or indirectly through any third party in the Acquiring Banks Services and software and/or Tyche Services and Software Application. The Merchant warrants that it shall only use the Tyche’s Software Application and the Acquiring Banks software for the purposes of this Agreement. The Merchant, its employees, contractors, agents or any other person empowered by the Merchant shall not use the Tyche Software Application and /or Acquiring Banks software in any form whatsoever, so as to:
- (a) design, realize, distribute or market a similar or equivalent software program;

- (b) adapt, modify, transform or rearrange the Software Application or the Acquiring Banks software for any reason whatsoever, including for the purpose, among other things, of creating a new software program or a derivative software program;
- (c) allow unauthorized use of or access to the Software Application and/or Acquiring Banks software;
- (d) disassemble, reverse engineer, decompile, decode or attempt to decode the Software Application and/or Acquiring Banks software;
- (e) allow the Software Application and/or Acquiring Banks software to be disassembled, reverse engineered, decompiled or decoded; and/or
- (f) in any way override or break down any protection system integrated into the Software Application and/or Acquiring Banks software.

16.5 The Merchant fully understands that due to use of the Customer of the Internet Payment Gateway through Tyche Site, Tyche may create or generate database in respect of such Customers. All rights and ownership with respect to such database shall vest with Tyche.

17. CONFIDENTIALITY

17.1 The Parties agree to maintain the confidentiality of the Confidential Information and to protect all portions of the other Party's Confidential Information by preventing any unauthorized disclosure, copying, use, distribution, or transfer of possession of such information. Dissemination of Confidential Information by each Party shall be limited to those employees with the need to such access for the advancement of the goals anticipated under this Agreement.

17.2 The Parties shall at no time disclose or allow its officers, directors, employees, representatives or subcontractors to disclose the other Party's Confidential Information to any third party without

the prior written consent of the other Party. The Parties agree to protect the Confidential Information of the other with the same standard of care and procedures used by themselves to protect their own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

17.3 The obligations set out in this Clause shall not apply to Confidential Information that:

- (a) is or becomes publicly known other than through breach of this Clause 17;
- (b) is in possession of the receiving Party prior to disclosure by the other Party;
- (c) is independently developed by the receiving Party;
- (d) needs to be disclosed to professional advisers or in accordance with the order of a competent court or administrative authority;
- (e) is thereafter rightfully furnished to such receiving Party by a third party without restriction by that third party on disclosure; or
- (f) is required by law, judicial court, recognized stock exchange, government department or agency or other regulatory authority, provided that sufficient notice is given of any such requirement, by the receiving Party to the disclosing Party, in order that the disclosing Party may seek for an appropriate protective order or exemption from such requirement, prior to any disclosure being made by the receiving Party and/or its Affiliates.

17.4 Such obligation of confidentiality shall continue for a period of 1 (one) year after the termination or expiry of this Agreement.

18. RELATIONSHIP BETWEEN THE PARTIES

- 18.1 The relationship between Tyche and the Merchant is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.
- 18.2 Tyche has no connection or interest of whatsoever nature in the business of the Merchant or the Products offered/ marketed on the Merchant Site. Tyche does not in any manner take part in the business of the Merchant, directly or indirectly. Tyche shall only provide Tyche Services to the Merchant in relation to the Merchants, the Customers and the Acquiring Bank, as an independent entity and under the terms and conditions of this Agreement. For the TycheServices provided by Tyche, it shall be paid an agreed service fee by the Merchant as stipulated in this Agreement and Tyche is nowhere connected or concerned about the revenues of the Merchant or the Acquiring Banks.
- 18.3 Tyche has no relationship with the Customers and all actions under this Agreement which may affect the Customers are instructed by the Merchant. The Merchant alone shall be responsible to the Customers and neither Tyche nor the Acquiring Bank or anybody connected to Tyche or Acquiring Bank shall have any responsibility or liability towards the Customers and the Merchant shall keep Tyche and Acquiring Bank fully indemnified for all times to come in this respect.
- 18.4 Tyche is neither concerned nor required to monitor in any manner the use of the payment modes by the Customers for procuring / availing the Products of the Merchant. The Customers should be required to use the payment modes at their sole option and risks. The Merchant shall be required to notify this responsibility to all its Customers under the instructions provided by Tyche.

19. INDEMNITY

- 19.1 The Merchant hereby undertakes and agrees to indemnify, defend and hold harmless Tyche and /or the Acquiring Banks including their officers, directors and agents from and against all actions,

proceedings, claims (including third party claims), liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of:

- (a) breach or non-performance by the Merchant of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement;
- (b) breach of confidentiality and intellectual property rights obligations by the Merchant;
- (c) any claim or proceeding brought by the Customer or any third party against Tyche and/or the Acquiring Banks in respect of any Products or Services offered by the Merchant;
- (d) any claim or proceeding brought by the Customer or any third party against Tyche and/or the Acquiring Banks in respect of Tyche Services;
- (e) any act, deed, negligence, omission, misrepresentation, default, misconduct, nonperformance or fraud by the Merchant, its employees, contractors, agents, Customers or any third party;
- (f) any hacking or lapse in security of the Merchant Site or the Customer data;
- (g) Chargebacks or refunds relating to the Transactions contemplated under this Agreement;
- (h) breach of law, rules regulations, legal requirements (including RBI regulations, Card Association Rules, Acquiring Bank rules) in force in India and/or in any place from where the Customers is making the Transaction and/or where the Product is or to be Delivered and/or where the respective Issuing Institution is incorporated/registered/ established; or

- (i) any fines, penalties or interest imposed directly or indirectly on Tyche on account of Merchant' or Transactions conducted through Merchant Site under these Terms and Conditions.

19.2 The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

19.3 The indemnities provided herein shall survive the termination of this Agreement.

20. LIMITATION OF LIABILITY

20.1 Notwithstanding anything stated under this Agreement, the aggregate liability of Tyche to the Merchant from any cause whatsoever shall not in any event exceed the sum equivalent to the preceding one month's aggregate Service Fee earned by Tyche under this agreement from the date of occurrence of such liability. Provided that Tyche shall not be liable to the Merchant for any special, incidental, indirect or consequential damages, damages from loss of profits or business opportunities even if the Merchant shall have been advised in advance of the possibility of such loss, cost or damages. In no event shall Tyche be liable to the Customers or any third party. In no event shall the Nodal Bank or the Acquiring Bank be liable to the Merchant in any way under this Agreement.

21. DISCLAIMER

21.1 Tyche will make all reasonable efforts to provide uninterrupted service subject to down time and regular maintenance. However, notwithstanding anything in this Agreement, the Merchant acknowledges that Tyche Site, Tyche Services and the Acquiring Bank's Services may not be uninterrupted or error free or free from any virus or other malicious, destructive or corrupting code, program or macro and Tyche and the Acquiring Banks disclaim all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness of the services for a particular purpose. The Merchant also acknowledges that the arrangement between one or more Acquiring Banks and Tyche may terminate at any time and services of such Acquiring Banks may be withdrawn. Although Tyche adopts security measures it

considers appropriate for the offer of the Tyche Service, it does not assure or guarantee that no person will overcome or subvert the security measures and gain unauthorized access to the Tyche Service or the Merchant/Customer data. Tyche shall not be responsible or liable if any unauthorized person hacks into or gains access to the Tyche Service or to the Merchant's Tyche Account. In event of incorrect settlement in the Merchant's Account due to error on the part of Tyche or the Bank, Tyche shall have the right to reverse the extra funds from the Merchant Bank Account. In addition, the Merchant shall be fully liable to return the extra funds settled within 7 (seven) days of intimation by Tyche. Subject to the other clauses of this Agreement, in the event that the Settlement Amounts to be transferred to the Merchant have not been transferred, Tyche shall endeavor to settle the relevant Settlement Amount to the Merchant's account within 7 (seven) days of notification from the Merchant. In addition Tyche shall not be liable to the Merchant for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage to the Customer's access to and/or use of the Merchant Site, Tyche Services and/or the Payment Mechanism, interruption or stoppage of Tyche Site, hacking or unauthorized access to the Tyche Services, Software Application and Internet Payment Gateway, non-availability of connectivity between the Merchant Site and Tyche Site, etc. Any material/information downloaded or otherwise obtained through the use of the Tyche Services is done at the Merchant's own discretion and risk and the Merchant will be solely responsible for any damage to its computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the Merchant from Tyche or through or from the use of Tyche Services shall create any warranty. Tyche shall have no liability in this respect.

21.2 Tyche's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption in Tyche Site, or loss of use and/or access to Tyche Site, the Acquiring banks Services and the Payment Mechanism and services, shall be to use all reasonable endeavors to restore the Services and/or access to the Payment Mechanism as soon as reasonably possible.

21.3 Tyche or Acquiring Bank obligations under this Agreement are subject to following limitations:

- (a) messages that originate from the server of the Merchant or the server of a third party designated by Merchant (e.g., a host) shall be deemed to be authorized by the Merchant, and Tyche shall not be liable for processing such messages;
- (b) messages that originate from the cardholder are deemed to be authorized by the card holder and Tyche shall not be required to check its veracity and Tyche shall not be liable for processing such messages;

- (c) Tyche or the Acquiring Bank are not responsible for the security of data residing on the server of the Merchant or a third party designated by the Merchant (e.g., a host) or on the server of a cardholder or a third party designated by a Merchant/cardholder (e.g., a host); and
- (d) Tyche and/or the Acquiring Banks shall have no liability for any failure or delay in performing its obligations under this facility if such failure or delay: (i) is caused by the Merchant's acts or omissions; (ii) results from actions taken by Tyche or the Acquiring Banks in a reasonable good faith to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on cardholders/accounts; or (iii) is caused by circumstances beyond Tyche control, including but not limited to vandalism, hacking, theft, phone service disruptions, Internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of Force Majeure event.

22. TERMINATION

22.1 This Agreement may be terminated by either Party by giving 30 (thirty) days prior written notice to the other Party.

22.2 Either Party may terminate this Agreement forthwith in the event:

- (a) the Party discovers at any stage that the other Party is in violation of any law or regulation;
- (b) the other Party is adjudicated as bankrupt, or if a receiver or as a trustee is appointed for it or for a substantial portion of its assets, or if any assignment for the benefit of its creditors is made and such adjudication appointment or assignment is not set aside within 90 (ninety) Business Days;

- (c) the other Party goes into liquidation either voluntarily or compulsorily;
- (d) the other Party is prohibited by any regulatory or statutory restriction from continuing to provide services under this Agreement.

22.3 Tyche shall terminate this Agreement forthwith, if the Merchant fails to perform its obligations hereunder or is in breach of any terms and conditions of this Agreement.

22.4 The termination under this Clause is in addition to and without prejudice to the termination rights given to the Parties under any other Clause in this Agreement.

23 CONSEQUENCES OF TERMINATION

23.1 The termination of this Agreement shall not affect the rights or liabilities of either Party incurred prior to such termination. In addition, any act performed during the term of this Agreement which may result in a dispute post termination or any provision expressed to survive this Agreement or to be effective on termination or the obligations set out in this Clause shall remain in full force and effect notwithstanding termination. Subject to other Clauses of this Agreement, both Parties shall undertake to settle all outstanding charges within 30 (thirty) days of the termination taking effect.

23.2 Where any payments claimed by Tyche exceeds the Settlement Amount due to the Merchant the difference thereof shall be a debt due from the Merchant to Tyche and be forthwith recoverable by appropriate legal action, as deemed fit by Tyche. Without prejudice to Tyche's rights and remedies, in the event that the Merchant does not make any payments to Tyche by its due date or on demand as required under this Agreement, Tyche shall be entitled to charge daily compounded interest on such overdue amount from the due date until the date of Settlement Amount in full, at the rate of 2.5% per month. This section shall not preclude Tyche from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

- 23.3 All materials, documentation, instruction manuals, guidelines, letters and writings and other materials issued by Tyche from time to time in respect of this Agreement, whether in respect of the utilization of the Internet Payment Gateway or otherwise shall be returned by the Merchant to Tyche upon termination.
- 23.4 The Merchant agrees and confirms that the Merchant shall remain solely liable after the termination of this Agreement for all Chargebacks, refunds, penalties, loss, damages or cost incurred by Tyche, Acquiring Banks, Card Associations and/or Customers and for all claims and proceedings arising against Tyche and/or Acquiring Banks with respect to this Agreement. At the time of termination, Tyche may retain such amount from the Reserve (if any) and Settlement Amount payable to the Merchant (including Settlement Amounts withheld) as may be determined by Tyche to cover chargeback risk, refund risk or any potential loss, damages, penalties, cost that may be incurred by Tyche, Acquiring Banks, Card Associations and/ or Customers for a period of 210 Business Days. Subject to this Clause and any other Clause of this Agreement, all settlement to the Merchant after notice of termination shall be done post termination. In the event that such retained amount is not sufficient to cover all Outstanding Amounts of the Merchant post termination, the Merchant shall ensure that it pays Tyche all pending amounts within 10 (ten) days of receiving the demand notice and shall at all times keep Tyche indemnified in this respect. This Clause survives the termination of this Agreement.

24. GENERAL PROVISIONS

- 24.1 **Assignments:** Tyche may assign, in whole or in part, the benefits or obligations of this Agreement by providing a thirty (30) days prior intimation of such assignment to the Merchant, which shall be binding on the Parties to this Agreement.
- 24.2 **Force Majeure:** Tyche shall not be liable for its failure to perform under this Agreement as a result of any event of force majeure events like acts of god, fire, wars, sabotage, civil unrest, labour unrest, action of Statutory Authorities or local or Central Governments, change in Laws, Rules and Regulations, affecting the performance of Tyche or the Acquiring Banks.
- 24.3 **Governing Law, Settlement of Disputes and Jurisdiction :** Tyche shall not be liable for its failure to perform under this Agreement as a This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with the

laws of India. Each of the Parties agrees that, if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall attempt, for a period of 30 (thirty) days from the receipt of a notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty-day period provided above, either Party may refer the matter to a sole arbitrator to be mutually appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in English language at New Delhi. The courts at New Delhi shall have the exclusive jurisdiction over any disputes relating to the subject matter of this Agreement.

- 24.4 **Waiver** : Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 24.5 **Survival of Provisions** : The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this Agreement. .
- 24.6 **Severability** : If any provision of this Agreement is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court/ Tribunal of competent jurisdiction holds any of the provisions of this Agreement unlawful or otherwise ineffective, the remainder of this Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted .
- 24.7 **Non-Exclusivity** : It is agreed and clarified that this Agreement is on a non-exclusive basis and the Parties are at liberty to enter into similar Agreements with others .

- 24.8 **Entire Agreement :** This Agreement constitutes the entire Agreement and understanding between the Parties, and supersedes any previous agreement or understanding or promise between the Parties, relating to the subject matter of this Agreement. All Schedules, Recitals and Annexure to this Agreement shall be an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement .
- 24.9 **Notices::** All notices, requests, demands, waivers and other communications required or permitted to be given under the Agreement shall be in writing through certified or registered mail, courier, email, facsimile or telegram to be sent to the following addresses:

For Tyche:

Tyche Payment Solutions Private Limited

New # 9, Old # 11, 1st Floor,

Palayakaran Street, Kalaimagal Nagar,

Ekkaduthangal, Chennai – 600032

For

Tyche Payment Solutions Private Limited

New # 9, Old # 11, 1st Floor,

Palayakaran Street, Kalaimagal Nagar,

Ekkaduthangal, Chennai – 600032

Or, in each case, at such other address as may be specified in writing to the other Parties in accordance with the requirements of this Clause. All such notices, requests, demands, waivers and other communications shall be deemed duly given (i) if by personal delivery, on the day after such delivery, (ii) if by certified

registered mail, on the 10th (tenth) day after the mailing thereof, (iii) if by courier service or similar service, on the day delivered, or (iv) if by email, facsimile or telegram, on the day following the day on which such email, facsimile or telegram was sent, provided that a copy is also sent by registered mail and, in the case of a facsimile, electronic confirmation of receipt is received.

24.10 **Amendment** : This Agreement shall not be varied, amended or modified by any of the Parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both the Parties.

24.11 **Counterparts** : This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.

IN WITNESS WHERE OF the Parties hereto have executed this Agreement through their Authorized Signatories on the day, month and year first herein mentioned above:

On Behalf of "+model.getBillingAddress()+" On Behalf of Tyche Payment Solutions Private Limited

Authorized Signatory

Name:

Designation:

Date:

Authorized Signatory

Name:

Designation:

Date:

SCHEDULE A
AGREED COMMERCIALS

Part I

The Merchant shall pay to Tyche:

Particulars	(Exclusive of Applicable Taxes)
A. System Integration Fee/Set up Fee (One time payable upfront at the time of Signing of the Services Agreement, non-refundable.) *	NA
B. AMC/MMC*	NA
C. Security Deposit (If applicable)	NA
D. Service Fee*(Per Transaction)	
1) Net Banking All	Rs.25/-
2) Credit Card (Visa/Master)	1.35%
3)Debit Card (Rupay,Master, Visa, Maestro (SBI), Maestro (non-SBI)	1.35%
4) e-Collect	NA
5)EMI Above 5000	1.9%
6) International Card	NA
7) Amex Card	NA
8) Dinners Card	1.90%
9) Corporate/Commercial Card (Master Visa)	2.85%
10) Prepaid card	2.85%
11) Wallets (Except ITZ Cash)	2.00%
12) UPI	0.55%
13)UPI Intent	NA
14) Bharat QR	0.55%
15)Settlement Timeframe (Td+1, (wherein d refers to Delivery date assumed as T+0/1/2)	Various Time Frames
16) VAS (mention if any)	NA
17) Others Please specify	NA
16) EMI	>5000 - 1.90%

Explanation:

- Whenever Tyche offers a new bank gateway or a new payment option or makes any revision of charges, the terms and commercials for such payment gateway or payment option, shall be communicated by Tyche to the Merchant through email or dashboard notification;
- It is clarified that the Merchant shall bear and be liable for the payment of all relevant taxes
- including without limitation GST in relation to the Customer Charge under this Agreement;
- The Service Fee is exclusive of all applicable taxes, including without limitation, GST; and
- The Service Fee charged by Tyche on Rupay Debit Cards & UPI are reflective of non-levy of MDR by the Acquiring Banks and only represents the convenience fee payable by the Merchant to Tyche for providing Tyche Services.

Part II

Mode of payment to Merchant:

Particulars	Details
Bank Name	HDFC BANK
Bank Account No.	23007620000016
Branch Address	Dalhousie
IFSC Code	HDFC0002300
Account Holder Name	Guru Nanak Public School

SCHEDULE B

BUSINESS CATEGORY AND PURPOSE

Tyche Services Product opted for:

Business Category : Education

Business Sub-Category : School

SCHEDULE C

Banned list of Products referred to in this Agreement is as mentioned herein below:

1. Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services;
2. Alcohol which includes Alcohol or alcoholic beverages such as beer, liquor, wine, or champagne;
3. Body parts which includes organs or other body parts;
4. Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam);
5. Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
6. Child pornography which includes pornographic materials involving minors;
7. Copyright unlocking devices which include Mod chips or other devices designed to circumvent copyright protection;
8. Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials; Copyright infringing merchandise;
9. Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software

10. Products labeled as “tester,” “not for retail sale,” or “not intended for resale”;
11. Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods;
12. Products that have been altered to change the product’s performance, safety specifications, or indications of use;
13. Drugs and drug paraphernalia which includes hallucinogenic substances, illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
14. Drug test circumvention aids which include drug cleansing shakes, urine test additives, and related items;
15. Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction;
16. Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles;
17. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property;
18. Illegal goods which include materials, products, or information promoting illegal goods or enabling illegal acts;
19. Miracle cures which include unsubstantiated cures, remedies or other items marketed as quick health fixes;

20. Offensive goods which include literature, products or other materials that: a) Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors b) Encourage or incite violent acts c) Promote intolerance or hatred;
21. Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals;
22. Pyrotechnic devices (apart from the ones mentioned in the Restricted category), hazardous materials and radioactive materials and substances;
23. Tobacco and cigarettes which includes e-cigarettes, cigars, chewing tobacco, and related products;
24. Traffic devices which include radar detectors/jammers, license plate covers, traffic signal changers, and related products;
25. Weapons which include firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
26. Matrix sites or sites using matrix scheme approach/Ponzi/Pyramid schemes;
27. Work-at-home information;
28. Any product or service which is not in compliance with all applicable laws and regulations whether federal, state, local or international including the laws of India;
29. Merchant who deals in BPO services;
30. Merchant who deals in surgical products on B2C model;

31. Merchant who deals in immigration services (only consultancy is doable);
32. Merchant who deals in loose diamonds;
33. Merchant who deals in guaranteed employment services;
34. Religious products which are making false claims or hurting someone's religious feelings;
35. Merchant who deals in adoption agencies;
36. Merchant who deals in pawnshop;
37. Merchant who deals in esoteric pages, psychic consultations;
38. Merchant who deals in telemarketing (Calling list, selling by phone for example travel service, overall sales);
39. Merchant who deals in credit Counselling/Credit Repair Services;
40. Merchant who deals in get rich businesses;
41. Merchant who deals in bankruptcy services;
42. Merchant who deals in websites depicting violence and extreme sexual violence;
43. Bestiality

44. Crypto currency or Bitcoin.
45. Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content.
46. Any product or service which is not in compliance with all applicable laws and regulations whether federal, state, local or international, including the laws of India.

SCHEDULE D

CONFIRMATION ON ANTI-BRIBERY AND ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND EXPORT CONTROLS (“Anti-financial Crimes Laws Confirmation”)

Statement and Purpose: The Merchant and its group companies are committed to operating its businesses conforming to the highest moral and ethical standards. The Merchant has a stringent code of conduct and confirms hereby that it is committed to acting professionally, fairly and with integrity in all its business transactions and relationships wherever it operates. The Merchant undertakes to comply and implement in its processes all legal requirements relevant to counter ‘bribery and corruption’, ‘money laundering’ and ‘restricted export-import transactions’ applicable in the conduct of its business, the minimum requirements adopted by the US/OFAC, UK, UN and the EU in regards to anti-bribery and anti-corruption, anti-money laundering/ combating the financing of terrorism and other applicable export control laws and regulations including but not limited to any restrictions on the export or import dealings with the ‘Sanctioned Persons’ (**“Anti-Financial Crimes Laws”**).

This Anti-Financial Crimes Laws Confirmation constitutes a minimum standard. The Merchant undertakes to be compliant and shall continue to abide to the relevant Anti-Financial Crimes Laws: By signing the main services agreement, Merchant acknowledges and agrees that it:

1. will comply with all applicable laws, regulations and sanctions relating to anti-bribery, anticorruption, anti-money laundering and export controls including but not limited to the minimum requirements of the Anti-Financial Crimes Laws.

2. is prohibited from dealing with any acts which may be deemed as money laundering under any applicable law, regulations or restrictions.
3. will prohibit the entering into agreements with any person who has been identified in the sanctions list maintained by different state authorities or organizations.
4. has implemented an internal compliance programme, to ensure compliance with and detect violations of all applicable Anti-Financial Crimes Laws.
5. in the event the Merchant does not honor these commitments, the Merchant agrees that this will be considered as a material breach of the Agreement. Therefore, Tyche may immediately terminate the Agreement.

(‘Sanction Persons’ refer to those persons who are identified in the sanctions list maintained by the US (OFAC), UN and EU)

SCHEDULE D POLICIES AND PROCEDURES

Grievances Redressal Mechanism

Basispay customer support team is working all days 24/7.

- In case of grievances, customers may lodge complaint through Customer care number, Email or through Website given below. Complaints are forwarded to the concerned departments for redressal by the Customer Service head.

Contact no: 7358084444 / [Support@ basispay.in](mailto:Support@basispay.in) / www.tychepayment.com/contacts.php

Evaluation - A statement of complaints will be submitted to the Customer Service Committee of board along with detailed analysis of the individual complaints received. The complaints will be analysed

- (i) to identify customer service areas in which the complaints are frequently received.
- (ii) to identify frequent sources of complaint.
- (iii) to identify systemic deficiencies.
- (iv) for initiating appropriate action to make the grievance redressal mechanism more effective.

Escalation - The complaint lodged by a customer is first assigned to the customer care for redressal. If the complaint is not redressed within 24 Hours or if the customer is not satisfied with the reply, he may escalate the complaint to the 2nd level after 24hours. If the complaint is not redressed within the next 48 Hours (2) days, the customer may further escalate the complaint to Nodal officer (Details will be updated in our website periodically)

Chargeback or dispute resolution mechanism:

Chargeback or dispute can be due to fraudulent activity, but also happen when a customer does not receive the products/services they ordered or when they are not satisfied with services. Customer will raise a complaint with his/her Payment Service Provider (Banks in case of card transaction, Wallet Provider in case of Wallet transaction etc)

- We shall receive complaint details from Customers Payment Service Provider via e-Mail or through respective dashboards along with Target date/TAT
- Amount to the extent of Complaint will be debited from us by Payment Service Provider before/after sending us the Complaint details
- TAT (Turn Around Time) will differ from each Payment Service Provider and will range from 3-10 Days.
- Once Complaint details are received, we shall update the details at our dashboard and a debit entry will be created in system and in next settlement cycle this amount shall be debited from the amount to be settled to merchant.

- After updating details at our dashboard, a mail with following details shall be shared to merchants, requesting them to share the necessary documents to contest/defend the complaint
 - Unique Transaction Reference Number
 - Transaction date
 - Transaction amount
 - Complaint amount
 - Target Date/TAT
- A series of Mails or calls shall be made to follow up with merchant to get the required details/documents.
- Once the details/documents are received from merchant end, same shall be shared over an e-Mail or upload the same at Dashboard of Payment Service Provider and request Payment service provider to contest the complaint
- Once details are shared, Payment Service Provider will take 90-180 days to close the complaint.
- Complaint might be closed in favour of merchant or in favour of customer and it is at whole discretion of Payment Service Provider. And same will informed to us over an e-Mail or through dashboard.
- If the Complaint is closed in favour of Merchant, the amount will be credited back to us.
- Once we receive details of closure of complaint and amount is Credited to our account, we shall create a Credit entry at our dashboard and the amount will be credited to merchant account in next settlement cycle.
- We shall communicate the same to merchants
- In very rare case Merchants agree to Refund the amount to customer and same shall be communicated by us to Payment Service provider.

As per our Company Policies, if no transactions are happening in a merchant account, company shall Hold some of Merchant's pending settlement funds to cover up the possible future Chargeback cases.

Refund process:

Merchant has been provided with an option to initiate the refund for a particular transaction & merchant either can initiate Full refund / partial refund based on their requirements. Based on the funds availability our system will accept the refund request & send the same to bank/service provider. And we reflect the bank reference number in merchant dashboard which will be helpful for the merchant to share the same with customer for tracking purpose.

- Merchant will refund the amount in following cases
 - If Services/goods are not provided
 - If Services/goods are partially provided
 - If the Customer has done payment/transaction more than once for single Service
 - If the Payment turned success at later point of time in Reconciliation, but merchant collected amount through some other way before the payment turned success.
- Merchants shall be provided with option to Refund either through API or through Merchant Dashboard
- Merchants shall be provided with option to initiate Full/Partial Refund
- At the time of Request by merchant, System shall check for Fund Availability for that specific merchant. If Funds are available Refund request shall get submitted otherwise Refund Request shall get failed.
- Once we receive the Refund Request either through API or through Merchant dashboard, a Debit Entry will be created in system and in next settlement cycle same shall be debited from amount to be settled to merchant
- We shall request the Payment Service Provider to process the refund through API
- Refund Request to Payment Service Provider shall be done at Regular Intervals, like Hourly /30 mins once.
- Payment Service Provider will check the fund availability and if funds are available, will accept the Refund request and the amount will be debited from us
- The Refund amount will reach the intended Customer anywhere between 1-10 Working days
- Merchant can't initiate Refund for the transaction happened before 180 days, as no Payment Service Provider accepts the same.

TAT for Complaints:

S No	Queries	TAT
1	General support & Transaction related queries	16 Working Hours
2	Risk issues, Chargeback and disputes	32 Working hours
3	Merchant Fraud	32 Working hours
4	Sales & Onboarding	32 Working hours
5	Documentation Compliance	16 Working Hours
6	Technical Queries	16 Working Hours
7	Rejections & Deactivations	16 Working Hours
8	Settlement & Financial issues	32 Working hours

Other Notes:

- Tyche Payment Solutions Pvt Ltd is the aggregator having the in-principle aggregator license and the products are marketed & promoted under the Brand name of Basispay.
- All Rates are exclusive of GST. Transactions charges are fixed as per RBI regulations, and the same is subjected to change any time as per the regulatory authorities and scheme orders.
- Setup fees once paid will not be refunded except for cases rejected by Basispay due to KYC /Risk validation which will be refunded after Validation charges of Rs.150+GST.
- KYC and Risk validation can also be reviewed anytime by Basispay team even after commencement of the services and will be re-validated at least once in every year. Any charges pertain to this will be collected from the merchant with prior notification. Settlement will not be released in case of chargebacks, disputes or any discrepancies in KYC validation.
- UPI & Rupay cards include NIL MDR but Convenience fee / Service provider charges on all transactions for the additional services offered by Basispay (Instant notifications through the mobile application, Multiple user interfaces, Instant Invoice generation, Inbuild-SMS & Email engine, connected with 3rd party applications, Billing software in SAAS model, Phone & Email Support)
- Signed hardcopies of KYC, Applications (Merchant & Authorized person) along with Merchant Agreement is mandatory.

Instructions:

1. This agreement to be filled in a valid Rs.100 stamp paper.
2. Red colored fields must be filled by the merchant
3. Also note, required fields to be filled, printed then only need to be signed.
4. Soft copy can be received at the time of onboarding, hard copies should reach us within 7 working days from the date of onboarding.

☐ I /We accept that all Information given to Tyche Payment Solutions Pvt. Ltd. under the brand name Basispay is correct and accurate. We would like to have an exclusive acquiring relationship. I/We agree and accept that Tyche Payment Solutions Pvt. Ltd. shall at its sole discretion, may reject/accept my application at any processing stage. Further I/We understand and agree that use of TychePayment Solutions Pvt. Ltd. shall be deemed to be unconditional and irrevocable acceptance of the terms and Conditions mentioned in the attached agreement.

Date: 11/2/2023

Saravanan chandrasekaran

Authorized person's Signature

COMMERCIALS REVISION (Office Use Only):

Particulars	Revision-1 (Exclusive of Applicable Taxes)	Revision-2 (Exclusive of Applicable Taxes)
A. System Integration Fee/Set up Fee (One time payable upfront at the time of Signing of the Services Agreement, non-refundable.)*		
B. AMC/MMC*		
C. Security Deposit (If applicable)		
D. Service Fee*(Per Transaction)		
1) Net Banking SBI/Axis/ICICI/HDFC - Others -		
2) Credit Card (Visa/Master)		
3) Debit Card		
Rupay Debit Card	< 2000 >2000	< 2000 >2000
Other Debit Cards	< 2000 >2000	< 2000 >2000
4) e-Collect		
5) Disbursement API		
6) International Card (specify)		
7) Amex Card		
8) Diners Card		
9) Corporate/Commercial Card		
10) Prepaid card		
11) Wallets (Except ITZ Cash)		
12)UPI		
13) Dynamic QR		
14) Settlement Timeframe		
15) VAS (mention if any)		
16) Others Please specify		
Volume Committed		
Effective Date		
Approver Name		
Employee ID		
ApproverSignature		

MID Remarks :