



MERCHANT SERVICE AGREEMENT

This Merchant Service Agreement (the "Agreement") is executed on _____ at Kota, by and between:

KORTYA SOFTCOM PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 holding CIN No. U64990RJ2024PTC098377 and having its registered office at the House No.-93, Swami, Vivekanand Nagar, Mahaveer Nagar, Kota, Rajasthan-324005, India (hereinafter referred to as "Kortyapay", which expression shall unless repugnant to the meaning and context, mean and include its successors and permitted assigns);

AND

_____ (Name) of _____ (Company), holding CIN No. _____ and GSTIN _____, registered office at _____ (hereinafter referred to as the "Merchant") which expression shall unless repugnant to the meaning and context shall mean and include its successors and permitted assigns)

Wherever the context so permits or requires, the expressions "Kortyapay" and the "Merchant" are collectively referred to as "Parties," and any of them singly as "Party."

Pay with confidence

WHEREAS,

- A. Kortyapay owns and developed the software accessible through Kortyapay <https://kortyapay.com/> ("Platform"), providing electronic payment services including valid card transactions, net-banking, wallet payments, UPI, wire accounts, and various other modes outlined in Annexure B (referred to as "Kortyapay Services").
- B. The Merchant, operating under the brand name Kortyapay, specializes in Software Development ("Merchant Services").
- C. The Merchant wishes to utilize Kortyapay Services for specific purposes outlined in Annexure-A, subject to the Terms and Conditions of this Agreement.
- D. The Parties intend to enter into this Agreement to document their respective rights and obligations.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows



1. KORTYAPAY SERVICES

- Service Provision: Kortyapay shall provide its services to the Merchant in accordance with the terms and conditions outlined in this Agreement. The specific details of the Kortyapay Services are elaborated in Annexure-B of this Agreement. In the event of any contradiction between the terms of this Agreement and the Annexure(s), the Annexure(s) shall take precedence. Amendment and Additional Annexures: Kortyapay and the Merchant reserve the right to amend the existing Annexure and/or execute additional annexures to encompass other or additional services. Such amendments and additional annexures shall be based on mutually agreed terms and conditions documented in writing.

2. REMUNERATION AND PAYMENT TERMS

- Platform Fees: Based on Kortyapay 's software usage and Mutual agreement on fees in Annexure-A, covering charges, expenses, and statutory taxes.
- Fee Adjustments: Subject to changes by Partner Bank(s), RBI, Card Associations, or Payment Gateway Providers and Merchant responsibility; adjustments effective upon relevant party's implementation.
- Fee Revision: Kortyapay can revise fees; disagreement may lead to termination with a 30-day notice. Taxes and Duties: Merchant bears Applicable Taxes; responsible for statutory variations during the Agreement Term.
- Payment Process: Platform Fees based on supported transaction documents in Annexure-A.
- Automatic Debit: Kortyapay debits Platform Fees before settling funds for processed transactions. Reserve Management: A reserve amount equivalent to 2% of the daily Pay-in and Pay-out transactions shall be retained by Kortyapay. This reserve shall be held for 15 days, after which the release process shall commence gradually. The reserve mechanism shall continue daily in the same cycle. Upon termination of the services, the final 15-day reserve amount shall be withheld and released only after 180 days, accounting for potential chargebacks and disputes. Invoice Payment:
- - o Merchant must pay undisputed invoices within 30 days.
 - o 60 days delay incurs a 1% monthly interest charge.
- Refunds and Chargebacks: Merchant solely responsible; Kortyapay not liable for disputes.
- Harmonisation with Annexures: Aligns with Annexure-A and Annexure-B; Annexure(s) prevail in case of conflict.

3. OBLIGATIONS AND RIGHTS OF KORTYAPAY

A. Service Provision:

- Kortyapay agrees to provide Merchant with services outlined in Annexure A.



- This includes the transmission of Transaction information to Financial Processors.
- Access to standardised daily reports on Transactions and reporting tools for accounting activities.

B. Security:

- Transmission Security:
 - Kortyapay ensures secure transmission of Merchant's Transactions using encryption and related technologies.
 - Commercially reasonable efforts are made to provide adequate security over the internet.
- Compliance with Standards:
 - Parties commit to abide by applicable security standards, regulations, and guidelines.
 - Relevant security measures are to be followed for transactions under this Agreement.
- Security Guarantee:
 - While Kortyapay endeavours to safeguard Services and Transaction data, no absolute security guarantee is provided.
 - Kortyapay is not responsible for security system infiltrations; Merchant is responsible for data on their servers.

C. Electronic Communication:

- Kortyapay relies on electronic communications and orders in the Merchant's specified format.
- Actions are based on properly formatted and secure electronic communications.

D. Technical Support:

- 24 x 7 technical assistance provided by Kortyapay, excluding Reserve Bank of India holidays.
- Support available online at 'support@kortyapay.com'

F. PCI DSS Certification:

- Kortyapay maintains Payment Card Industry Data Security Standard (PCI DSS) certification throughout the Agreement's term.

G. Data Portability:

- Upon Termination or Expiry:
 - Kortyapay, upon written request, provides Card Information to Merchant's new acquiring bank or Payment Gateway Providers.
 - Merchant must supply requested information for the transfer.



● Conditions for Transfer:

- Transfer subject to PCI-DSS compliance proof from Data Recipient.
- Compliance with latest PCI-DSS Requirements and applicable laws.
- Transfer allowed under data protection laws.

H.Compliance with Laws: Kortyapay adheres to applicable data privacy laws and the Information Technology Act, 2000.

I. Agreements with Third Parties: Kortyapay has agreements with Issuers, Acquiring Banks, Direct Debit Service Providers, and Partner Banks for Service provision.

J. Offers from Partner Banks: Kortyapay may assist Merchant in availing offers from Partner Banks during the Agreement Term.

K. Information and Assistance: Kortyapay provides required information and assistance to merchants or authorities as needed.

L.Account Blocking:

- Kortyapay reserves the right to block or debit the Merchant's account in response to complaints from governmental authorities or Partner Banks.
- Blocked amount remains frozen until the Merchant provides evidence or satisfies the complainant.

M.Wire Account Services: Right to block Merchant Account without notice in case of wire account services linked to an active investigation.

N.Field Investigation:Kortyapay reserves the right to conduct field investigations or customer profile validations without prior notice for authenticity verification.

O.Prohibited Goods/Services:

If Merchant deals in prohibited goods/services (e.g., cryptocurrency), Kortyapay can block the Merchant Account and seize funds as a penalty for misuse and reputational damage.

4. OBLIGATIONS OF MERCHANT

A.Notice and Consent:

- a. Merchant notifies and obtains consent from Third Parties for providing personal data to Kortyapay.
- b. Specifies the purposes, recipients, and access/rectification methods for Third Party's personal data.

B. Third-Party Claims: Merchant informs Kortyapay of any Third-Party claim related to conflict or infringement arising from Kortyapay Services.

C. Personal Data Processing:

- a. Merchant complies with Data Protection Law regarding processed Personal Data.
- b. Processes Personal Data only as necessary for service provision, per Kortyapay 's instructions, or as required by law.
- D. Security Measures:
 - a. Maintains confidentiality and implements security measures for Personal Data protection.
 - b. Notifies Kortyapay promptly in case of any theft, unauthorized use, disclosure, loss, damage, or destruction of Personal Data.
- E. Data Deletion:
 - a. Deletes or returns all Personal Data to Kortyapay upon agreement termination or expiry.
 - b. Retains copies only as required by applicable law.
- F. Indemnification: Merchant indemnifies Kortyapay for liabilities resulting from non-compliance with Data Protection Law regarding shared/processed Personal Data.
- G. Promotion Merchant may promote Kortyapay Services on its Authorized Website and in other advertisements/publications.
- H. Information and Assistance:
 - a. Provides necessary information and assistance to Kortyapay or authorities when required.
 - b. Kortyapay is not responsible for consequences due to outdated or in accurate information provided by the Merchant.
- I. Authorized Website Responsibilities:
 - a. Merchant is responsible for establishing, hosting, and maintaining its Authorized Website.
 - b. Ensures the accuracy and security of data transmitted to Kortyapay servers.
- J. Transaction Review Merchant reviews account Transactions regularly and reports suspected unauthorized activities promptly to Kortyapay.

5. REFUND POLICY

- Processing Returns and Refunds:
 - Merchant agrees to process returns, refunds, and adjustments in accordance with this Agreement, Partner Banks' instructions, and Card Association rules.
 - Refunds must be routed through the same Partner Bank payment gateway used for the Transaction.
 - Merchant fully liable for Chargebacks if refunds initiated through another mode.
 - Merchant ensures sufficient funds for refund processing; Kortyapay is not liable for insufficient funds.
- Refund Timeframe:
 - No refund/chargeback processed by Kortyapay after 180 days from the Transaction date.

- **Return Policy:**
 - Merchant maintains a fair return, cancellation, or adjustment policy based on business type.
 - Discloses return/cancellation policy to Customers at the time of offering Merchant Services.
 - Cash refunds for card sales only if required by law.
 - Does not accept cash or any other value item for preparing a card sale refund.
- **Refund Amount and Taxes:**
 - Refund/adjustment amount includes associated taxes required to be refunded.
 - Refund amount cannot exceed the total shown on the original repayment data.
- **Non-Refundable Platform Fee:**
 - Platform Fee charged by Kortyapay for a confirmed Transaction not refunded or repaid, regardless of Chargeback, rejection, or dispute.

6. Customer Support:

- **Merchant's Responsibility:**
 - Merchant solely responsible for all Customer issues related to Transactions, Merchant Services, Repayment Amount, refunds, adjustments, and feedback.
 - Customer support provided by the Merchant, presenting itself as a separate entity from Kortyapay.
- **Merchant's Customer Support Policies:** Merchant provides Customer support based on its own policies, aligning with Applicable Laws, including the Consumer Protection Act 2019.
- **Kortyapay 's Non-Involvement:** Kortyapay is not responsible for Customer support to Customers or any third party under any circumstances.

7.INSPECTION

- **Merchant's Responsibilities:**
 - Compiles and retains permanent records of all Transactions and related data.
 - Reconciles Transaction information associated with its customers.
- **Record Maintenance:** Maintains records of periodical checks as specified by Kortyapay, Partner Banks, and RBI.
- **Audit and Inspection:**
 - Allows Kortyapay and/or Partner Banks to check and audit records and statements at specified intervals.
 - Permits authorized representatives to conduct physical inspections of business places or facilities.
- **Non-Compliance Consequences:** Refusal or non-compliance may result in suspension or termination of Kortyapay Services.

8. Warranties and Representations:

General Representations:

- Each Party has the power and corporate action necessary to enter and perform obligations.



- Complies with all applicable laws, rules, and regulations, including privacy and data protection laws.
- Will immediately notify of any changes in business scenarios, especially changes in Indian laws.
- Execution and performance under this Agreement won't violate any law, regulation, or other agreements.
- All information provided is true, accurate, and any changes will be promptly updated.

Merchant's Specific Warranties:

- Won't hold Kortyapay responsible for processing on Reserve Bank of India holidays.
- Won't hold Kortyapay liable for damages due to goods and services deficiencies.
- Commits to resolving disputes between Merchant, User, and/or Kortyapay for user satisfaction.
- Won't disclose or use information obtained except for providing services through the Authorized Website.
- Will use technology according to the Agreement, without attempting to modify or reverse engineer it.
- Won't use Kortyapay Services outside the territory of India.
- Ensures no engagement in banned, illegal, immoral, or prohibited activities, including crypto, gambling, etc.

General Assurance No representations have been made, except those expressly stated in this Agreement.

9. Limitation of Liability

- General Acknowledgments:
 - Kortyapay is not a financial or credit reporting institution.
 - Responsible for data transmission and payment authorizations, not credit inquiries or website operations.
 - Not liable for damages or costs incurred by the Merchant due to instructions, actions, or omissions.
- Commission Related Matters:
 - No liability for commission-related matters, including calculations and disputes between the Merchant and third parties.
 - Kortyapay's liability is limited to settling the Customer Payment Amount after deducting agreed-upon fees.

● General Liability Limitations:

- No liability for lost opportunities, profits, or indirect, incidental, consequential, punitive, or special damages.
- Kortyapay and its licensors are not liable for negligence in this Agreement.
- Liability limitations enforceable to the maximum extent permissible by applicable law.

Note: The limitations mentioned above apply whether or not the possibility of such damages has been advised to Kortyapay

10. Intellectual Property Rights:

- Ownership: All Intellectual Property Rights, including trademarks, patents, trade secrets, copyrights, and others, related to the Services are owned by Kortyapay or its licensors.
- Merchant's Claims: The Merchant acknowledges no claim of ownership in Intellectual Property Rights and recognizes that no right or title is transferred except the expressly granted rights in this Agreement.
- Derivative Works: Derivative Works based on preexisting versions are owned by Kortyapay, with all rights automatically vested in Kortyapay.
- Customization and Modifications: Customization for the Merchant within the scope of Kortyapay Services is Intellectual Property of Kortyapay. Additional modifications can be used by the Merchant during the Agreement term.
- Termination Rights: Unauthorized use or contributory infringement of Intellectual Property Rights by either party gives the right to terminate the Agreement.
- Post-Termination Rights: Upon termination, all rights to Intellectual Property developed by Kortyapay, along with modifications, remain with Kortyapay. The Merchant has no rights against such Intellectual Property.

11. CONFIDENTIALITY

- Roles Defined: "Receiving Party" and "Disclosing Party" roles clarified for agreement purposes.
- Non-Disclosure Agreement: Receiving Party commits not to disclose Disclosing Party's Confidential Information to Third Parties during the agreement.
- Data Usage Warranty:
 - Kortyapay assures non-use of Merchant's customer data for anything other than improving services.
 - Prohibits using customer details for promoting/marketing Kortyapay Services.
- Transaction Validation: Kortyapay can contact Merchant's customers to validate transactions for inspection and dispute resolution.
- Software Restrictions: Merchant and employees barred from reverse engineering Kortyapay's disclosed software.
- Remedies for Breach:
 - Acknowledgment that monetary damages may not suffice for unauthorized disclosure.
 - Disclosing Party entitled to injunctive or equitable relief.
- Breach Notification and Cooperation:

- ☐ Receiving Party must notify the Disclosing Party promptly of any unauthorized use or disclosure.
- ☐ Receiving Party obligated to cooperate in recovering Confidential Information.
- Exceptions to Confidentiality: Receiving Party may disclose information as required by law or on a "need-to-know" basis under similar confidentiality obligations.

12. TERMINATION CLAUSES:

- Notice Period: Parties can terminate with a 90-day written notice.
- Breach Cure Period: Breaching Party has 15 days to cure a breach after written notice. Prior resolution discussions may extend the cure period.
- Events for Immediate Termination: Bankruptcy, business cessation, adverse legal changes, force majeure exceeding two months, fraud, or unethical activities.
- Payment Obligations Post-Termination: Termination doesn't release parties from payment obligations. Settlement of outstanding dues within 30 days post-termination.
- Impact on Rights and Liabilities: Termination doesn't affect accrued rights or liabilities. Certain provisions remain in force post-termination.
- Suspicious Transactions: Immediate termination for suspicious or fraudulent transactions. Suspension of services and settlements pending investigations.
- Excessive Charge-backs or Refunds: Kortyapay can invoice merchants for excessive charge-backs or refunds. Merchant agrees to make payments within 8 days of receiving the invoice.
- Violation of Agreement: Immediate termination without prior notice if the Merchant violates specified clauses.

13. DISPUTE RESOLUTION AND JURISDICTION:

- Arbitration Clause: Disputes under the Agreement resolved through arbitration. Governed by the Arbitration & Conciliation Act, 1996.
- Arbitration Venue and Language: Arbitration proceedings held in Kota, Jaipur, India. Conducted in the English language.
- Governing Law and Jurisdiction: Agreement governed by the laws of India. Exclusive jurisdiction for dispute resolution lies with the courts of Jaipur, Rajasthan

ANNEXURE A

A. TERM AND SCOPE OF SERVICES

1.	Brand Name of Merchant	
2.	Effective Date	
3.	Products availed by the Merchant (Payment gateway, Wire, etc)	
4.	Authorized Website of the Merchant	
5.	Settlement Account of the Merchant	
7.	MID	
8.	Virtual Account Details	

- Any revisions, modifications, or additions to Section A are applicable only if both Parties agree in writing.
- Written agreement between the Parties is the prerequisite for the effectiveness of changes to this section.

ANNEXURE B

KORTYAPAY SERVICES

A. INTERNET PAYMENT GATEWAY

Kortyapay provides Internet Payment Gateway Services, offering electronic payment processing and

collections for merchants. The services automate payment acceptance through credit cards, debit cards, etc., enhancing merchant services and ensuring security and convenience for customers.

1. Key Points:

- **Payment Solution Ownership:** Kortyapay owns and developed its Internet Payment Services, allowing merchants to automate payment acceptance over the Internet.
- **Software Solutions:** Kortyapay offers software solutions for payment collection and payables, enhancing the overall payment infrastructure for merchants.
- **Transparent Pricing:** Merchants are charged a transparent package fee, including software-related charges, payment processing fees, platform charges, email costs, SMS costs, etc.
- **Business Arrangements :** Kortyapay has partnerships with banks, financial institutions, and other entities, including Payment Gateway Providers like Visa, MasterCard, American Express, etc.
- **Payment Service Provider:** Kortyapay, along with Payment Gateway Providers, collectively acts as the Payment Service Provider/s.
- **Facilities Availment:** Merchants approach Kortyapay to avail Payment Gateway Facilities for customer payments via credit and debit cards.
- **Installation and Acceptance:** After the Effective Date, Kortyapay notifies the Merchant about the installation of Internet Payment Services, and upon completion, the Merchant is deemed to have accepted the services.
- **Security Measures:** Both parties commit to ensuring proper encryption and security measures to prevent any unauthorized access to cardholder information within the Payment Gateway network.

2. Authentication and Authorization of Transaction:

- The Merchant acknowledges that the acquiring Bank will authenticate, authorize, and process payment instructions through the Kortyapay Platform, transferring approved transaction amounts from Customer Valid Payment Instruments to the Nodal Bank Account based on criteria set by Issuing Banks and Card Associations.
- The Merchant understands that Partner Banks, Payment Service Providers, and Card Associations may reject customer transaction authorizations for various reasons, including risk management, suspicion of fraud, illegal transactions, prohibited items, compromised Valid Cards, or compliance with regulatory rules and guidelines.
- The Merchant acknowledges that Kortyapay, Payment Service Providers, and Partner Banks reserve the right to limit or restrict transaction size, amount, and monthly volume. Such limitations may be imposed for reasons like restricting purchases on individual Valid Cards, rejecting payments from customers with a history of questionable charges, or implementing security measures such as blocking specific card numbers, accounts, IP addresses, or geographic locations.

3. Payments To Merchant:

- Customer payments for transactions under this Agreement are directly deposited into the Nodal Current Account in accordance with RBI guidelines.
- The funds deposited in the Nodal Current Account are transferred to the Merchant's account within the Settlement Time, minus Platform Fees and agreed-upon charges, as specified in the Agreement.

4. Settlement Of Payments:

- Kortyapay can rely on electronic communications through the Processing Mechanism

without further verification, in compliance with applicable laws and RBI guidelines. The Merchant cannot dispute such reliance. However, if security measures are in place,

Kortyapay is not obligated to act on communications not using these measures.

- Kortyapay is authorized to debit the Merchant's account for:

- Chargeback of Transactions.
- Penalties or charges imposed by card organisations, clearing houses (e.g., RBI or its local clearing agent), partner banks, or Online Wallet issuing authorities due to excessive Chargebacks, transaction failures, customer disputes, or other reasons.

5. Chargebacks:

- The Bank may issue a Chargeback to the Merchant under various conditions, such as non-compliance with the Agreement, lack of transaction authorization, incorrect transaction records, non-performance by the Cardholder, or failure to provide promised services.

- Kortyapay promptly informs the Merchant of any chargeback upon receiving notification

- from the Bank or relevant authorities. The Merchant agrees to provide supporting documents for a customer chargeback, including

- proof of service delivery, within seven (7) days of intimation from Kortyapay or the timeline

set by the Bank/authorities, whichever is earlier.

- Failure to submit supporting documents within the prescribed timeline results in debiting the

- corresponding amount from the Merchant's account, and no claims will be entertained.

The Merchant may need to share information directly with the Bank if required.

If the Chargeback percentage exceeds the threshold for any business line, applicable handling fees or fines may be revised, subject to changes in the chargeback percentage threshold reported by Card Associations or Partner Banks.

6. Fraudulent Transactions:

- If a transaction is suspected of breaching the Agreement or being fraudulent, the Payment Service Provider(s) can suspend payments to the Merchant, pending investigation by the partner bank. Kortyapay may also block future payments, but the Merchant is not obligated to indemnify if caused by negligence from Kortyapay, Partner Bank, or any third party.

- Payments held due to chargebacks or fraud alerts are subject to resolution timelines. The Merchant must provide evidence within seven (7) working days. If resolved, the held amount is released; otherwise, it may be debited from future pay-outs.

- Chargeback/Fraudulent alert: The Merchant contests chargebacks with evidence; Kortyapay does not hold/debit amounts until seven (7) business days after notice from the Issuer/Partner Bank.

- Alert/Notification from authorities: If authorities direct a debit freeze, Kortyapay freezes the account, notifying the Merchant. The Merchant must seek approval for the removal of the debit-freeze.
- Merchant's use of services for Prohibited Activities: If involved in prohibited activities, Kortyapay reserves the right to block/debit-freeze pay-outs. The Merchant must provide evidence within eight (8) days. If disputes are resolved, funds are released; otherwise, Kortyapay may hold or claim additional penalties, debiting unsettled funds if penalties are unpaid. Kortyapay can take legal action for Flagged Transactions.

7. Reserve Funds

- The Merchant agrees to provide Reserve Funds as requested by Kortyapay to secure performance under the Agreement. Failure to do so within five (5) days of notice may result in the suspension or termination of Settlement Amounts without further notice. Kortyapay can use Reserve Funds to set off outstanding amounts owed by the Merchant to Kortyapay,
- Partner Banks, Payment Service Providers, or Customers. If Settlement Amounts and/or Reserve Funds are insufficient to cover outstanding amounts, the Merchant must pay the remaining balance immediately upon request. Kortyapay can charge daily interest at 1.5% per month on the outstanding amount. This right to appropriate Reserve Funds and set-off is in addition to Kortyapay's right to recover losses through other means available under the law. The Merchant is responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Kortyapay in connection with the outstanding amount and its collection.

8. Processing Mechanism Aspects:

- Kortyapay may perform Maintenance Services on its services and processing mechanism. During such maintenance, Kortyapay strives to ensure operational continuity, and if services are temporarily unavailable, Kortyapay notifies the Merchant with adequate notice to minimize disruption.
- Kortyapay can use necessary hardware, software, or equipment to enhance transaction security. The Merchant agrees to comply with Kortyapay's directions and modify/upgrade its systems to meet current standards. Kortyapay may modify the Processing Mechanism accordingly.
- Upon expiry or termination of the Agreement:
 - Kortyapay can adjust/set off amounts from the Bank Guarantee/Security Deposit or Merchant's payable amounts to resolve Chargeback issues related to transactions under the Agreement.
 - Adjusted/set-off amounts may be withheld for the period allowed for Customers to initiate a Chargeback, as per Visa/MasterCard guidelines and Payment Service Providers' guidelines, currently set at 210 calendar days.

B. KORTYAPAY WIRE ACCOUNT SERVICES

API Solution Payments:

- Kortypay disburses funds to Beneficiaries as mutually agreed.
- The Merchant must maintain sufficient funds in the designated bank account or provide funds to Wire Account for payment obligations. Kortypay is not liable for dishonoured cheques due to insufficient funds.
- The Merchant must adhere to authentication technologies and security measures when providing Payment Instructions to Kortypay.
- Payment Instructions must be sent in the specified manner. Any changes require a seven (7) Business Days' notice and written confirmation from Kortypay.
- At Kortypay's request, the Merchant must confirm Payment Instructions, and Kortypay's record is considered proof. The Merchant agrees not to send virus-containing Payment Instructions.
- The Merchant must confirm and ratify its Payment Instructions, and actions taken by Kortypay as required.
- Kortypay sends or delivers instruments to Beneficiaries based on Merchant instructions, and it is discharged of obligations upon posting or dispatch. Kortypay is not liable for delays due to events beyond its control.
- Payment Instructions are processed on working Business Days during normal Business hours and must be authenticated according to internal guidelines.
- If funds are not available, Kortypay informs the Merchant. If not remedied within two (2) days, Kortypay may dishonoured cheques at the Merchant's sole risk.
- Kortypay may block the Merchant Account, upon Partner Bank or regulatory authority instruction, in case of Wire Account services related to active investigations.
- Kortypay can block the Merchant's account and impose additional penalties if the Merchant uses Kortypay Services for Prohibited Activities.
- The Merchant indemnifies Kortypay for costs and damages resulting from the Merchant's misuse of Wire Account services.

ANNEXURE C: PROHIBITED ACTIVITIES ON KORTYAPAY PLATFORM

1. General Prohibitions:

- No infringement of intellectual property or third-party rights.
- Compliance with laws and regulations.
- Content must not be harmful, fraudulent, or offensive.

2. Commercial Activities:

- No unauthorized commercial activities without Company's consent.
- No impersonation of individuals or entities.
- No inclusion of harmful computer code or viruses.

3. Specific Content Restrictions:

- Adherence to guidelines
- No racial or racist content.
- No extreme content hurting religious sentiments.
- No pornographic or sexually explicit content.
- No child pornographic material.
- No copyrighted media without authorization.

4. Product and Service Sales Restrictions/Restrictions on selling or promoting:

- Drugs or drug accessories.
- Pyrotechnic devices and hazardous materials.
- Regulated goods, securities, and tobacco.
- Job-related products.
- Miracle cures.
- Traffic devices and cryptocurrency trade.
- Multi-level marketing collection fees.

5. Legal Compliance:

- Compliance with all applicable laws and regulations.
- Prohibition of money laundering and bidding/auctioning.
- No sale of government IDs or documents.
- No engagement in gaming/gambling related products.
- Prohibition of copyright unlocking devices.
- No involvement with endangered species or live animals.
- No sale or promotion of weapons.

6. Kortyapay 's Discretion:

Kortyapay reserves the right to remove any content or image for any reason, including third-party claims or breaches of terms.

ANNEXURE-D: CONFIRMATION ON ANTI-BRIBERY AND ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND EXPORT CONTROLS
("Anti-financial Crimes Laws Confirmation")

1. Statement and Purpose:

- Merchant and its group companies commit to high moral and ethical standards.
- Adherence to a strict code of conduct ensuring professional, fair, and ethical business practices.
- Commitment to comply with legal requirements related to 'bribery and corruption,' 'money laundering,' and 'restricted export-import transactions.'
- Anti-Financial Crimes Laws Confirmation:
- Merchant pledges to implement all legal requirements and standards, including those of US/OFAC, UK, UN, and EU.
- Acknowledges Anti-Financial Crimes Laws as a minimum standard.
- Commits to continuous compliance with relevant laws.

2. Merchant's Commitments:

- Compliance with all laws, regulations, and sanctions on anti-bribery, anti-corruption, anti-money laundering, and export controls, meeting minimum requirements of Anti-Financial Crimes Laws. Prohibition of acts deemed as money laundering under any applicable law or restriction. Avoidance of agreements with individuals on sanctions lists maintained by state authorities or organizations.
- Implementation of an internal compliance program to ensure adherence and detect violations of Anti-Financial Crimes Laws.

3. Consequences of Non-Compliance:

- Non-honoring of commitments by the Merchant considered a material breach.
- Kortyapay retains the right to immediately terminate the Agreement in case of non-compliance.

IN WITNESS WHEREOF, each of the Parties has signed this Agreement on the Effective Date first above written.

DATE: _____

For:

KORTYA SOFTCOM PRIVATE LIMITED
Authorized Signature

SUNSHINE TRADING COMPANY
Authorized Signature

KYC/AML Declaration

We, on behalf of _____ (Client Name) with registered office at _____, have agreed to participate in the implementation of the products & services provided by KORTYA SOFTCOM PRIVATE LIMITED, with registered office at 93, Swami Vivekanand Nagar, Kota, Rajasthan - 324010, and for that purpose, we hereby declare and undertake to Kortypay that:

We hereby confirm to have an established process for Know Your Customer (KYC), Anti Money Laundering process (AML) & Combating of Financing of Terrorism (CFT) and that we shall comply with all the Reserve Bank of India (RBI) norms on KYC, AML & CFT.

We hereby confirm that none of our Director(s) in case of Company / proprietor in case of sole proprietor/ partner in case of Partnership Firm is/are a "Politically Exposed Person (PEP)" or "close relative(s) of a PEP" or appear in the "list of terrorist individuals / entities" provided by RBI. In the event of our existing Director(s)/ proprietor/ partner is/are "PEP" or "close relative(s) of PEP" or appear in the list of "terrorist individuals / entities" provided by RBI, the details of the same shall be furnished to Kortypay on our official letterhead.

We hereby confirm to have an appropriate procedure for PEP check and name screening of employees and customers against the list of terrorist individuals / entities provided by RBI/other Regulatory bodies.

Keeping in view the new regulatory guidelines of the Reserve Bank of India, we hereby confirm to have appropriate ongoing risk management procedures for Customer Due Diligence (CDD) and Enhanced Due Diligence (EDD) in case any customer(s) or the beneficial owner(s) of an existing account is/are a "PEP" or "close relative(s) of a PEP" or appear in the list of "terrorist individuals / entities" provided by RBI.

As part of our financial settlement process and risk management protocols, Kortypay shall withhold 2% of the daily transactions as a precautionary measure. This amount will be held for a period of 15 days, after which the release process will begin gradually. This cycle will continue daily to maintain financial stability and mitigate potential risks.

Upon service termination, the final withheld amount will be retained for 180 days before release, providing coverage against potential chargebacks and transaction disputes.

We hereby confirm to offer Kortypay products only to the customers who are KYC compliant.

CERTIFIED TO BE TRUE FOR

(Client Name): _____

Designation: _____

Date: _____

Place: _____

Authorized Signatory