



Fargin Networks LLP & Sruthi Cables SaaS (software as a service) Agreement

Sruthi Cables -Fargin Networks LLP-December/2024

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IP:136.185.16.33
Location:Chennai,India

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Saravanan
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Location:Chennai,India

Fargin Networks LLP & Sruthi Cables SaaS (software as a service) Agreement

Sruthi Cables-Fargin Networks LLP-December/2024

Today, on 03, December 2024 in Chennai , we are:

Software provider: FARGIN NETWORKS LLP (Referred to as Fargin Connect)

Address	New # 9, Old # 11, 1,Ground Floor,Palayakaran Street, Kalaimagal Nagar,Ekkatuthangal , Chennai .
CIN No	ACB 2806
PAN No	AAJFF0966D
Represented by	Saravanan Chandrasekaran
Position	Managing Partner
Account No	46656565656
Bank Account Holder Name	majeeth
Bank Name	majeeth

Software lessee/Buyer : Client Company Name (Referred to as Client)

Address	Chennai
GST	22AAAAA0000A1Z5
Represented by	Sruthi Cables
Position	Manging Director

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Sruthi Cables

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Fargin Connect and Client are called “**Both Parties**” or “**Parties**”.

After discussion, Both Parties agreed to sign Fargin Connect – Client SaaS (software as a service) Agreement (referred to as “**Agreement**”) with the following terms and conditions:

ARTICLE 1. DEFINITIONS IN THE AGREEMENT

agreement: An agreement between Fargin Connect and Client, expressed in the document(s), signed by the two parties, stipulating the binding terms and obligations both parties must implement.

Appendices: These are the documents attached to this agreement. The Appendix is part of the agreement and effective as the agreement.

Portal: An online workspace provided by Fargin Connect for Client to use the features of the Fargin Connect – Sruthi Cables Agreement.

ARTICLE 2. AGREEMENT SCOPE

2.1 Fargin Connect Software

Fargin Connect provides Clients with Fargin Connect – Sruthi Cables SaaS (software as a service) Agreement , which includes Fargin Connect applications on websites. (Hereinafter referred to as “Software”).

2.2 Registered Software Packages/Plan

- Basic
- Standard

2.3 Client’s Account Information

Provisions in **Appendix 01** attached to the agreement.

2.4 Scope of Use

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The client will use the Software to the extent that it can handle and meet the requirements in **Appendix 02**, attached to the agreement.

If the Client wants to change the scope of use in this agreement, both parties will agree on the fee details in the attached documents.

2.5 Attachments and Appendices

The agreement includes the main document, and the attached appendices are an integral part of the agreement, specifically as follows:

- Appendix 01: Client's account information;
- Appendix 02: Price list and usage scope of Software;

Other amended and supplemented Annexes are signed under the agreement of the two parties attached to this agreement.

ARTICLE 3. TERM OF AGREEMENT

3.1. The agreement comes into effect for 01 (one) year from 03-12-2024 to 02-12-2025 . This agreement will automatically be renewed, and each extension period will be 01 (one) next year if, within 30 (thirty) days before the expiration of the agreement, each party shall not give written notice to the other party of the decision to terminate the agreement.

3.2 If the agreement is automatically renewed, all terms, conditions, and accompanying annexes will continue to be in full force and binding.

3.3 The agreement is terminated by Article 13.

ARTICLE 4. SOFTWARE PRICE

Provisions in **Appendix 02** are attached to this agreement.

ARTICLE 5. PAYMENT

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5.1 Payment of Software Fee

The client pays according to the Star cycle.

Before 20-11-2024, the client is responsible for paying fargin connect software purchase fee i.e OTC and maintenance cost i.e MMC. Also, MMC that is monthly maintenance cost is 23.60 (including GST) amount in words Twenty-Three Rupees and Sixty Paisa. The grace would be around 10 days from the date of bill generated. In case of delay on clearing the MMC then fargin connect has a rights to auto-debit the MMC fee from the settlement amount. In addition to that renewal fee of Rs. 354.0 (INR)(including GST) amount in words Three Hundred Fifty-Four Rupees is applicable every year once if the service continues.

5.2 Payment method

a. Format currency: INR.

b. Payment methods:

- Bank transfer
- Pay online on the Fargin Connect web app.

The client is responsible for any additional charges, if any.

Transfer Information:

Bank Account Holder Name	majeeth
Account No	46656565656
Bank Name	majeeth

5.3 Payment term

a. With the Software fee in Clause 5.1: The client is responsible for making full payment to Fargin Connect within 10 (ten) days after the due date of payment.

b. In case the Client does not pay in full and on time: Fees specified in Clause 5 and Clause 5.1, Fargin Connect has the right to suspend the Client's use of the Software until the Client pays in full.

ARTICLE 6. TIME OF SOFTWARE SUPPLY

Fargin Connect will provide official services to the Client within a weeks time from the payment date.

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ARTICLE 7. RIGHTS AND OBLIGATIONS OF PARTIES

7.1. Rights of Client

- a. The Client has the right to use the Fargin Connect platform during the agreement term to serve the Client's work.
- b. The Client has the right to ask Fargin Connect to consult and support using the software by Article 8 of this agreement.

7.2. Obligations of Client

- a. The Client is responsible for preparing enough equipment, manpower, and transmission by the recommendations of Fargin Connect to organize the exploitation and operation of the software system.
- b. The Client is responsible for making the due and full payment by Article 5 of this agreement.
- c. The Client is responsible for using the software by the guidelines and recommendations of Fargin Connect.
- d. The Client agrees to grant Fargin Connect the right to process and transmit the Client Data for Fargin Connect to provide it with the service.
- e. The Client is responsible for identifying and authenticating the rights of all Client's users.
- f. Ensuring the confidentiality of user account information.
- g. Fargin Connect shall not be responsible for any damage caused by the Client's users, including the case that individuals with no access right to services can still get access due to the Client's intranet system failure. The Client is responsible for all the activities performed by the Client's user account and immediately informs Fargin Connect of the unauthorized access.
- h. The client undertakes to use Fargin Connect Software for the right purpose and not in contravention of the law. The Client agrees not to use and not to allow its users to use Fargin Connect services, including data upload, email, and post or data transmission for the following purposes:
 - Harming, disturbing other people, or causing damage to other people and property
 - Relating to the publication of fraud information or documents, causing prestige and honour loss, harassment or pornographic actions
 - Infringing privacy or discrimination of race, religion, sex, disabled people
 - Infringing of intellectual property or other proprietary rights
 - Obstructing or destroying the Service (including but not limited to the access of the Service through any machine, software)

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- Violating the provisions of the law
- If the Client violates the law, the Client must be fully responsible before the law for their violations, and Fargin Connect is not responsible in this case.
- i. Fargin Connect has rights but no obligation to implement the troubleshooting if any content violates the items listed above. Fargin Connect has no legal responsibility to the Client when Fargin Connect implements the corrective actions. The Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and adequacy of all of its data.
- j. The Client agrees to accept all necessary patches, bug fixes, upgrades, and maintenance for the service's features to work correctly and ensure the security of the service. Fargin Connect will inform the Client of the fixing and upgrading schedule except for emergencies.
- k. Fargin Connect can recommend, and the Client can agree to use the features that are not publicly released and not completely censored in terms of quality according to the process of Fargin Connect (Beta features). This is because the Client can censor and provide feedback to Fargin Connect. The Client is completely responsible for the risks when using these features. Fargin Connect does not guarantee the correctness and completeness of the Beta features and is not responsible for errors or damages caused by using the Beta features.
- l. Client agrees to allow Fargin Connect to use Client's Logo and trademarks as a Fargin Connect Client in some of Fargin Connect media publications.
- m. The client ensures compliance with the provisions of the law on preventing fraudulence of telecommunications charges and spam.

7.3. Rights and obligations of Fargin Connect

- a. Fargin Connect is responsible for supplying the Client with the right to use the software.
- b. Fargin Connect is responsible for updating the latest version of the software for the Client to use it.
- c. Fargin Connect is responsible for securing all the information of the Client Data and is not allowed to reveal it to any third party other than the case at the court's and competent authorities' request.
- d. Fargin Connect is responsible for consulting and supporting the Client during the use period by Article 8 of this agreement.
- e. Fargin Connect is responsible for ensuring the technical conditions for the Client to use the software 24 hours/day, seven days/week, except for the time of maintenance, upgrade, and system troubleshooting. System downtime for maintenance, upgrade, or backup shall be emailed to the Client. Maintenance, upgrade, or backup shall be performed daily, weekly, monthly, or yearly and preferentially at night when the system is least used.

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- f. Fargin Connect is responsible for responding to the cause of the problem and how to fix it within 30 (thirty) minutes from the time the Client reports the problem, and at the same time, proceeds to fix the problem as quickly as possible but not exceed 24 (twenty-four) hours. For serious system problems that cannot be solved within 24 (twenty-four) hours, Fargin Connect is responsible for explanation and, together with the Client, agrees on the time for resolving the problem.
- g. Fargin Connect ensures Software support:
 - Browser:
 - - Chrome
 - - Mozilla Firefox
 - - Microsoft Edge
 - Android: ≥ 4.1

ARTICLE 8. CONSULTANCY AND SUPPORT OF USE

Fargin Connect is responsible for providing support and consultancy services to the Client during the trial period via email and other forms of support published at the website <https://farginconnect.in>.

The support and consultancy services via other means (such as consultancy support services at the locations required by the Client, the user guide re-training service for the Client ...) will be mutually discussed along the lines of the cost and method of providing additional written documents by the two parties when the requests arise.

ARTICLE 9. SECURITY

Fargin Connect will implement and maintain all the administrative, physical, and technical safeguards to protect the confidentiality and integrity of the Client data. Fargin Connect commits:

- Not modify the Client data.
- Disclose the Client data unless otherwise forced by laws or allowed by the Client.
- Access the Client data except for technical errors or troubleshooting issues or at the request of the Client when using our support services.

ARTICLE 10. SECURITY OF NON-DISCLOSURE INFORMATION

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Within the scope of this agreement, "confidential information" includes the Client data, proprietary technologies of each party, business processes and technical information of the product, design, and complete exchange process between the two parties relating to the service. Regardless of what has been mentioned above, "Confidential Information" does not include information that is:

- Publicly known
- Known to the public due to no fault of the information recipient
- The aggregate data do not contain any personal or specific information.
- Do not carry out a confidentiality obligation previously owned by the recipient, not provided, provided, transferred, sold, or disclosed by the information provider.
- Due to the lawful recipient of information not accompanied by a third party's confidentiality obligation.
- Must be disclosed by the law.

Both parties agree:

- To perform the necessary measures to keep all "confidential information" secure.
- Not to copy or provide a part or all of the confidential information to any third party without the consent of the party that owns the "confidential information".
- Not to use "confidential information" that the parties have provided to each other to serve purposes rather than the purpose of implementing this agreement.

ARTICLE 11. SOFTWARE AND DATA COPYRIGHT

11.1 Fargin Connect is the rightful owner with full copyright on the service and the Software. The Client agrees that no part of the Software can be reproduced in any form or by any means unless explicitly authorized in writing by Fargin Connect. Client agrees not to modify, lease, sell, distribute, or create similar products based on the Software in any way and not exploit the Software in any manner be tolerated.

11.2 Clients are solely responsible for the copyright, use rights, and legality of documents and data accompanying or uploaded (uploaded) through the Fargin Connect software system provided, including but not limited to the following data:

- - Music on hold, greeting files;

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- - Uploaded files or content in ticket/contact/company;
- - Avatar (avatar) of the account (account) used;
- - Image of business logo, including but not limited to the logo at button call, LiveChat;
- - Content showing the installation business, including but not limited to live button calls, LiveChat;
- - Articles and attachments to articles at the Knowledge Warehouse;
- - Content and data of enterprises and customers of enterprises uploaded (uploaded) and exchanged, via the software, including but not limited to chat content, chat content, notes and notes;
- - Other types of data arising during use;

11.3 If the Client requests Fargin Connect's personnel to assist in uploading (uploading) the data listed in clause 11.2, Fargin Connect is released from all responsibility, and the Client assumes all responsibility for the legality of that data.

11.4 The Client is not permitted to modify any part of the software provided by Fargin Connect without Fargin Connect's prior written consent, including but not limited to removing the Fargin Connect logo/branding text on the software that Fargin Connect provided to the Client.

ARTICLE 12. CASE OF FORCE MAJEURE

In force majeure, both parties are not obligated to perform their responsibilities under this Agreement. Both parties agreed to consider the following cases as force majeure:

- Natural disasters and enemy attacks obstruct or destroy or block or stop the connection to the data centre of Fargin Connect.
- The widespread electricity outage incident; Telecommunication cable break incident obstructs or stops the telecommunication and Internet connection to the data centre of Fargin Connect.
- The other incidents of force majeure as stipulated by law.

ARTICLE 13. RESPONSIBILITIES FOR VIOLATIONS

13.1. Suspension

Fargin Connect has the right to suspend the Client's use of the Software in the following cases:

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- a. The Client does not fulfil the obligation of paying the service fees after Fargin Connect has sent the payment request notice for ten days.
- b. Fargin Connect sees that the Client is using the software to engage in illegal activities or that the Client's service use causes hazards to Fargin Connect and others.

13.2. Termination of the Agreement

The Agree is considered terminated in the following cases:

- a. The agreement expires, and the two parties agree to terminate the agreement in writing.
- b. Fargin Connect unilaterally terminates the agreement because the Client does not fulfil the obligation of payment for Fargin Connect as prescribed in Article 5 of this agreement.
- c. Fargin Connect unilaterally terminates the agreement at the request of courts and competent authorities.
- d. When either party dissolves, before the dissolution of 30 (thirty) days, the Parties must notify the other party and proceed with the procedure to terminate the agreement in writing.
- e. Either party is withdrawn or suspended from an operation license by a competent state agency.
- f. Either party violates any obligation under this agreement, and this violation shall not be remedied within 30 (thirty) days from the date of receipt of the written notice.
- g. In addition to the termination of the above agreement, if either Party wants to terminate the agreement ahead of time, the Party wishing to terminate the agreement must notify the other Party in writing about the expected time of termination of the agreement. Before 30 (thirty) days for the two parties to work together to resolve.

The client is obliged to pay for Fargin Connect all outstanding charges (if any) before terminating the agreement. Fargin Connect has no obligation to repay any costs paid by Client in the event of termination of the agreement for the reasons mentioned above. Fargin Connect is only responsible for maintaining Client's data on the system for 30 (Thirty) days from the agreement's termination date. Automatic agreements are liquidated upon termination.

ARTICLE 14. RESPONSIBILITIES FOR VIOLATIONS

14.1 Except in the event of force majeure and/or otherwise provided for in the agreement, if the Client violates Article 11 of the agreement, causing serious consequences and damages to Fargin Connect, the Client shall have to pay full damages and be liable before the law.

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14.2 Except in the case of force majeure and/or the contents of Clause 14.1 of this Article, the party who violates the obligations prescribed in this agreement, causing damage to the infringing Party shall be responsible for compensating the party that violated the damages (directly, indirectly) which the infringing party must bear due to the violation of the infringing party, the level of compensation agreed upon by the two parties but does not exceed 30% (thirty percent) of the remaining value of the agreement from the time of the damage. Except as provided for in Paragraph 14.1 of this Article, in any case, the Infringing Party is not liable to the Infringing Party for loss of revenue or profit, expenses for the period of decommissioning, loss or damage to data or expenses or indirect losses, random, special or consequential, whether based on the agreement, warranty policy, compensation or personal error including negligence.

ARTICLE 15. GENERAL PROVISIONS

- a. The contents and policies applicable to the Software of Fargin Connect may be adjusted to comply with State regulations and Fargin Connect. Fargin Connect is responsible for giving 30 (thirty) days' notice to Client for any change.
- b. Every 06 (six) months from signing the agreement, if Fargin Connect changes and adjusts the Software price list, Fargin Connect shall notify Client 30 (thirty) days in advance. The parties will mutually agree on the price list by State regulations and Fargin Connect.
- c. In implementing the agreement, if any problems arise, Both Parties shall discuss, agree, and sign into additional documents. This additional document is an integral part of the agreement.
- d. If the two parties have a dispute and cannot resolve it by negotiation, they shall bring this case to the competent Court for settlement. The decision of the Court is the final judgment that both parties are required to comply with.
- e. In the event of a conflict between this agreement and Appendixes, this agreement shall be given priority to be applied for interpretation unless otherwise provided. If Appendixes are contradictory, the following annex shall apply.
- f. Any amendments to this agreement shall be valid only when made in writing and signed by the competent representative of the Parties.
- g. If one or more of the terms of this agreement is void, unlawful, or not in force enforced by applicable law, the validity and legality of the remaining terms of the agreement shall not be affected or void in any way.
- h. Each Party shall commit to and ensure the lawful existence and proper performance of its business functions before the law. Its legal representative must have full legal powers when signing the agreement.
- i. All other documents or notices provided under or in connection with this agreement shall be in English or English translations.

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- j. The agreement is made into 02 (two) copies with the same legal value. Each Party keeps 01 (one) copy.

Representative of Client	Representative of Fargin Connect
Sruthi Cables	Saravanan

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APPENDIX 01: CLIENT'S ACCOUNT INFORMATION

(Attached to the agreement Number 01/INDIA/Sruthi Cables-FARGINCONNECT-December /2024)

1. Account to use the Software

Account registered by the Client to use the software:

If it is necessary to change the account, the Client must request Fargin Connect at the address declared in this agreement. After receiving the change request, Fargin Connect will update the Client's Software account.

2. Contact List

Contact	Email	Phone Number
Client		
Sruthi Cables	sruthicables@yopmail.com	6767845454
Fargin Connect		
Role: Managing Partner	support@fargin.in	91 9163373373

APPENDIX 02: PRICE LIST AND USAGE SCOPE OF SOFTWARE

(Attached to the agreement NumberSruthi Cables-FARGINCONNECT-December/2024)

FC - Baicplansss	
OTC	300.0
MMC	20.0
SMS Cost	0.00

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MERCHANT SERVICE AGREEMENT

This Merchant Service Agreement (“Agreement”) is made this day of (the “03, December 2024”) at Chennai, Tamil Nadu by and between Tyche Payment Solutions Private Limited, a company registered under the Companies Act, 2013, and having its Registered Office at New # 9, Old # 11, 1st Floor, Palayakaran Street, Kalaimagal Nagar, Ekkaduthangal, Chennai – 600032 (hereinafter referred to as “Tyche Payment Solution or Company”) AND Sruthi Cables, a company registered under the Companies Act, 2013, and having its Registered Office at : Chennai (hereinafter referred to as the “Merchant”) (Tyche and the Merchant are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.)

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WHEREAS:

- A.** Tyche provides inter alia aggregate payment gateway solutions (“Tyche Services”) to various businesses/organizations selling goods and services or collecting money for a specified purpose, over the internet. Tyche has developed a software application (“Software Application”) and hosting Tyche Sites by way of which Tyche provides a single payment gateway solution to such businesses /organizations and facilitates them in accepting online payments initiated by their customers on their website or mobile application directed to the Tyche Site or through Tyche’s IVR System, using credit /debit cards, net banking and various other acceptable modes of Payment Mechanism options provided by Tyche.
- B.** The Merchant is desirous of availing Tyche Services in order to accept payments of Customer Charge through the internet and/or through IVR System from Customers, for Products purchased by them on the Merchant Site and receive aggregate final payment of Settlement Amounts in the Merchant Bank Account.
- C.** Tyche has agreed to provide the Tyche Services and Merchant has agreed to obtain the same on terms and conditions hereinafter contained in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings.

(a) “Acquiring Banks” shall mean various banks, financial institutions, Card Associations, payment system providers who are defined and licensed under the Payment and Settlement Systems Act, 2007 and other software providers who are in the business of providing information technology services, including but not limited to, internet based electronic commerce, internet payment gateway and electronic software distribution services.

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- (b) “Acquiring Bank Services”** shall mean the payment gateway system and services provided by the Acquiring Banks such as to (i) route internet based Valid Card transactions; (ii) offer various facilities through the internet, including Net Banking facilities; (iii) provide Authentication and Authorization from Card Associations or other third-party clearing houses; and (iv) provide settlement facilities in respect of payment instructions initiated by the customers.
- (c) “Agreement”** shall mean this Service Agreement, all schedules, appendices, annexures and exhibits attached to it or incorporated in it by reference.
- (d) “Annual Maintenance Charge”** shall mean the charges set out in Part I of Schedule ‘A’ (Consideration).
- (e) “Authentication”** shall mean the process by which the Customer’s identification is authenticated by the Acquiring Banks.
- (f) “Authorization”** shall mean the process by which the Issuing Institution and/or the relevant Card Association electronically or otherwise convey the approval of the charge (i.e. if the Customer has a Valid Card and/or the required credit limit/ debit limit to pay the Customer Charge requested) on a Transaction being undertaken by a Customer on the Merchant Site.
- (g) “Business Days”** shall mean any day on which Acquiring Banks are open for business in India, other than Saturday, Sunday and any days declared by Tyche India and/or Acquiring Bank as a Holiday.
- (h) “Card Association(s)”** shall mean any of Visa, MasterCard, Visa Electron, Maestro, Diners, American Express or any other card association as may be specified by Tyche from time to time.
- (i) “Card Association Rules”** shall mean the written rules, regulations, releases, guidelines, processes, interpretations and other requirements (whether agreemental or otherwise) imposed or adopted by any Card Association.
- (j) “Chargeback”** shall mean the approved and settled card or net banking Transactions which are at any time refused, debited or reversed from the Merchant Bank Account or from the Merchant’s Settlement Amount in the Nodal Account (shall also include similar debits to Tyche bank accounts, if any) by the Acquiring Bank for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- (k) “Completion of Transaction”** shall mean Tyche Completion of Transaction depending upon the Tyche Services Product opted for or if Tyche demands Proof of Delivery.

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(l) “Confidential Information” shall mean any and all written, oral or other tangible or intangible form of information, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, drawings, blueprints, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, algorithms, software programs, marketing plans or techniques, technical, financial, or business information, trade secrets which includes but is not restricted to any portion or scientific or technical or proprietary information, design, process, procedure, formula or improvement which is not generally available to the public as delivered by either Party (“Disclosing Party”) to the other Party (“Receiving Party”) within the framework of this Agreement or resulting therefrom.

(m) “Customer” shall mean an individual or legal entity, who/which purchases Products, offered by the Merchant on the Merchant’s Website or Mobile Application or through IVR System directed to the Internet Payment Gateway using a Valid Card or Net Banking account or any other acceptable modes of Payment Mechanism, provided by Tyche.

(n) “Customer Bank Account” shall mean a bank account or credit/ prepaid/ cash card account of the Customer with Issuing Institution.

(o) “Customer Charge” shall mean the sale price of the Products purchased by the Customer plus the shipping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Products/payment that are to be paid by the Customer.

(p) “Delivery” shall mean (i) in respect of a good, delivery of the good by a courier/parcel service appointed by the Merchant or its vendors, to the Customer within Delivery Due Date at the address specified by the Customer in this behalf; or (ii) in respect of a service, delivery or performance of provisions of service within the Delivery Due Date.

(q) “Delivery Due Date” shall mean the date/period displayed on the Website or otherwise notified to the Customer on or before which the Merchant shall deliver the Products to the Customer(s).

(r) “GST” shall mean applicable Goods and Services Tax (including any statutory modifications (s) or re-enactment(s) thereof, for the time being in force, and the rules enacted thereunder).

(s) “Internet Payment Gateway” shall have the meaning ascribed to it in Clause 3.3.

(t) “Issuing Institution” shall mean a bank or financial institution or other legal entity, with which the Customer has a Net Banking account and/or which has issued the Valid Card to the Customers.

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(u) “IVR System” shall mean interactive voice response technology that allows the Customer to interact with the Merchant’s Tyche hosted IVR platform through a telephone by way of telecommunication signal tone input on the keypad and make payments of Customer Charge through IVR dialogue.

(v) “Merchant Tyche Account” shall mean the merchant account maintained with Tyche in order to provide the Tyche Services to the Merchant.

(w) “Merchant Bank Account” shall mean the bank account maintained by Merchant which it nominates for settlement of its Settlement Amount and the details of which are provided in Part II of Schedule A (Consideration).

(x) “Merchant Site” shall mean the active website bearing the domain name - and/or the mobile application, the contents of which are controlled, operated and owned by the Merchant and established for the purposes of enabling the Customers to view Products and carry out Transactions for purchase of Products, offered on the website or mobile application; and/or the IVR System hosted by Tyche for the Merchant through which the Customer can make payments for Products purchased from the Merchant.

(y) “Net Banking Account” shall mean the facility and internet account provided by the Issuing Institution to Customers holding a bank account or digital wallet account with the Issuing Institutions specified by Tyche from time to time. Provided that the bank account is not listed in current warning or restricted bank account bulletins or notices.

(z) “Nodal Account” shall mean an inoperative account held by Tyche with any of the banks for the purpose of pooling the monies collected from Customers on behalf of the Merchant and facilitating the transfer of these funds in final settlement to the Merchant (after deducting Service Fee), pursuant to RBI notification DPSS.CO.PD.No.1102/02.14.08/2009-10, dated 24/11/2009 or any other RBI notifications/guidelines amended from time to time.

(aa) “Nodal Bank” shall mean the bank(s) designated by Tyche for the purpose of pooling the funds collected from Customers on behalf of the Merchant and facilitating the transfer of these funds in final settlement to the Merchant (after deducting Service Fee), pursuant to RBI notification DPSS.CO.PD.No.1102/02.14.08/2009-10, dated 24/11/2009 or any other RBI notifications/guidelines amended from time to time.

(bb) “One Click Checkout” shall mean the facility provided to the Customers to save its Valid Card details on the Tyche server to purchase the Products from the Merchant Site with a single click.

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(cc) “Outstanding Amount” shall mean the amount payable by the Merchant to Tyche, Acquiring Banks and/or Customers for any losses, costs, damages, penalties, Chargebacks, refund overdraft or credit problems suffered or incurred by the Customers, Tyche and/or Acquiring Banks; any fees and other payments owed to Tyche by the Merchant; and any claims or proceedings filed against Tyche and/or Acquiring Banks by the Customers or any third Party.

(dd) “Payment Mechanism” shall mean the mechanism of making payment by utilizing the internet facilities of various Acquiring Banks, Card Associations, card payment systems and through such other modes and mechanisms of payment and delivery as may be notified by Tyche from time to time.

(ee) “Tyche Services” shall have the meaning ascribed to it in Recital A provided through Tyche Services Products.

(ff) “Tyche Services Product” shall mean Tyche by means of which Tyche provides Tyche Services. The Merchant will be provided with the Tyche Services Product opted for in Schedule B.

(gg) “Tyche Site” shall mean the websites provided by Tyche Payments Private Limited (depending upon the Tyche Services Product opted for by the Merchant as mentioned in Schedule B of this Agreement) by means of which Tyche provides aggregative Internet Payment Gateway services/ Tyche Services to the Merchant and the Customers.

(hh) “Products” shall mean goods and/or services offered for sale by the Merchant on the Merchant Site.

(ii) “Proof of Delivery” shall mean sufficient legitimate records evidencing Delivery of the Product to the Customer (i.e. Courier Company’s delivery confirmation and delivery confirmation by the Customer).

(jj) “RBI” shall mean the Reserve Bank of India.

(kk) “Reserve” shall mean the interest free, refundable funds provided and replenished by the Merchant to Tyche from time to time.

(ll) “Service Fee” shall mean the fee charged by Tyche for providing Tyche Services. The Service Fee shall include bank charges, technology fee and the fee for various value-added services provided by Tyche.

(mm) “Settlement Amount” shall mean Customer Charge minus the Service Fee and any other charges/fees payable by the Merchant to Tyche under this Agreement.

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(nn) "Software Application" shall have the meaning ascribed to it in Recital A.

(oo) "Transaction" shall mean every payment request/order placed by the Customer on the Merchant Site for purchasing Products from the Merchant.

(pp) "Valid Card" shall mean any unexpired credit card or debit card which is issued by an Issuing Institution designated to issue a Visa, MasterCard, Visa Electron or a Maestro or cash card, pre-paid card or other card as may be specified by Tyche from time to time. Provided that the card is not listed in current warning or restricted card bulletins or notices and bears the signature of the person in whose name the card is issued.

1.2 In this Agreement:

strong>(a) Except where the context requires otherwise, references to Clauses, Schedules, and Annexures are to Clauses of, Schedules to, and Annexures to this Agreement.

(b) Words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender, and words denoting persons include companies.

(c) Headings are inserted for convenience only and shall not affect the construction of this Agreement.

(d) In case of any ambiguity or discrepancy between the Clauses and the Annexures to this Agreement, the Clauses shall prevail.

(e) Any reference to any agreement, deed, instrument, license, code, or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, license code, or other document as the same may then have been amended, varied, supplemented, modified, suspended, or novated.

2. TERM

2.1 This Agreement shall be in force from Effective Date and shall remain in force until terminated by either Party in accordance with the provisions of this Agreement.

3. SCOPE OF TYCHE SERVICES

3.1 Tyche has developed a Software Application and established Tyche Sites.

3.2 The Merchant has established Merchant Site to sell the Products and/or collect payments online from the Customers.

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3.3 Tyche will act as an intermediary by creating a link between the Merchant Site and the respective Acquiring Banks by means of the Software Application and Tyche Site, for enabling the Customers to make payment of Customer Charge on the Merchant Site for Transactions carried through the Payment Mechanisms using Acquiring Bank's Services. (“**Internet Payment Gateway**”).

3.4 In order to serve in this role, Tyche has entered into agreements with various Acquiring Banks to enable use of internet payment gateways/Payment Mechanisms developed by them and process payments using Acquiring Bank Services.

3.5 Once the payment instruction is Authenticated and Authorized by the respective Acquiring Bank in respect of a Transaction, the Acquiring Bank will transfer such approved Customer Charge from the Customer Bank Account to the Nodal Account.

3.6 The Merchant hereby directs and authorizes Tyche to receive, hold, disburse and settle the Customer Charge in accordance with and subject to the provisions of this Agreement.

3.7 Except as provided in this Agreement and Schedules hereto, no right is granted to the Merchant or to any third party.

4. APPROVAL AND REGISTRATION TO AVAIL TYCHE SERVICES/ACQUIRING BANK SERVICES

4.1 The Merchant shall disclose the exact business category/business sub-category for which the Merchant will be using the Tyche Services in**Schedule B** of this Agreement and shall only avail the Tyche Services through its designated Merchant Site. In order to use the Tyche Services for any other purpose, the Merchant understands and acknowledges that it shall notify Tyche in writing of such change and such change will be subject to approval by Tyche.

4.2 The Merchant understands that in order to avail the Tyche Services and Acquiring Bank Services, the Merchant must be approved by and registered with Tyche, the Acquiring Banks and Nodal Bank. Any undertaking with respect to the Tyche Services under this Agreement shall be subject to Tyche's, the Acquiring Banks' and Nodal Bank's approval and completion of the registration process. The Merchant shall provide Tyche with all such documents as required by Tyche to register the Merchant with Tyche, the Acquiring Banks and Nodal Bank. The Merchant further understands and acknowledges that Tyche, the Acquiring Banks and Nodal Bank have the right to withdraw their approval/consent at any time prior to or after commencement of the Tyche Services.

5. CONNECTIVITY AND INTEGRITY OF HOTLINK

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5.1 Both Parties shall work together to link the Software Application with the Merchant Site software, for the purpose of connecting the Merchant Site with the Internet Payment Gateway as exemplified in Clause 3 above. The Merchant agrees to be responsible at its own costs and for providing and maintaining all necessary equipment, software and facilities at its end so as to connect the Merchant Site software to the Software Application. Each Party shall cooperate with the other Party and render assistance to it for connecting the respective software systems of the Parties.

5.2 For security during transmission of data in the course of providing services to the Customers, both Parties shall mutually work upon developing and implementing various mechanisms.

5.3 The Merchant shall take all such precautions and measures as may be directed by Tyche to ensure that there is no breach of security and the integrity of the link between the Merchant Site and the Internet Payment Gateway (“Hotlink”) is maintained. The Merchant shall ensure that all Customers upon accessing the Hotlink are properly directed to the Internet Payment Gateway. The Merchant shall ensure that there are proper encryption and robust security measures to prevent any hacking into the information of the Customers and other data. In addition to the above, the Merchant shall also comply with security practices and procedures as prescribed in the Information Technology Act, 2000 and the rules made thereunder and/or the RBI rules and Regulations. Any loss incurred to the Merchant, Tyche or the Acquiring Bank as a result of the Hotlink being breached due to improper security on the part of the Merchant, its employees, agreementors, agents, etc and/or on the Merchant Site, shall be borne solely by the Merchant and the Merchant agrees to indemnify, defend and hold harmless Tyche and the Acquiring Banks from any claims, actions, damages or losses arising out or in relation thereto.

5.4 Without prejudice to the generality of the aforesaid, Merchant shall routinely and at such time intervals as may be specified by Tyche and/or the Acquiring Banks check the integrity of the Hotlink and provide such reports (“MIS”) as may be required by Tyche and/or Acquiring Banks from time to time.

6. AUTHORIZATION AND AUTHENTICATION OF TRANSACTION

6.1 The Acquiring Bank will authenticate, authorize, and process the payment instructions given by the Customers on the Merchant Site in respect of the Transactions upon fulfillment of valid criteria as set forth by the Acquiring Banks and the Card Associations from time to time and accordingly transfer such approved Customer Charge from the Customer Bank Account to the Nodal Account.

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6.2 The Merchant understands that Tyche, Acquiring Banks and/or Card Association may reject authorization of Transaction placed by the Customer for any reason including but not limited to risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of banned items, use of compromised Valid Cards, use of blacklisted/banned cards or in accordance with the RBI, Acquiring Banks, Issuing Institution and/or Card Association rules, guidelines, regulations, etc and any other laws, rules, regulations, guidelines in force in India, etc.

6.3 The Merchant acknowledges that as a risk management tool, Tyche and/or the Acquiring Banks reserve the right to limit or restrict transaction size, amount and/or monthly volume at any time. For the purpose of clarity such limitations or restrictions may be imposed for the following reasons including but not limited to limits/restrictions on the number of purchases which may be charged on an individual Valid Card or net banking account during any time period, rejection of Payment in respect of Customer Orders from Customers with a prior history of questionable charges, unusual monetary value of Transaction, etc. Further, as a security measure, Tyche may at its sole discretion block any card number, account numbers, group of cards or Transactions from any specific blocked or blacklisted customer cards, accounts, specific group of IP addresses, devices, geographic locations and/or any such risk mitigation measures it wishes to undertake.

7. PAYMENT TO TYCHE

7.1 In consideration for Tyche Services, the Merchant agrees to pay Tyche, Service Fees as detailed in Part I of Schedule A. The Service Fee shall be deducted by Tyche from the Customer Charge payable to the Merchant in respect of each completed Transaction. Tyche reserves the right to revise the Service Fee periodically, and Tyche will intimate the Merchant of any such change within a reasonable time.

7.2 The Merchant shall also pay to Tyche (i) a non-refundable one-time set-up fee, and (ii) Annual Maintenance Charge payable in advance every year as detailed in Part I of Schedule A. Tyche shall have the right to deduct such set-up fee and Annual Maintenance Charges from the Settlement Amount payable to the Merchant. Also, through Nach or e-Nach mandates. Tyche reserves the right to revise the charges periodically, and Tyche will intimate the Merchant of any such change within a reasonable time.

7.3 Tyche undertakes to comply with all the compliances mandated under the GST as may be applicable on Tyche as and when the same are implemented by the relevant government authority including timely deposit of GST to the government and maintaining appropriate compliance rating.

8. TERMS OF PAYMENT TO MERCHANT

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8.1 Subject to any other Clause of this Agreement, Tyche shall endeavor to instruct the Nodal Bank to transmit the Settlement Amount from the Nodal Account to the Merchant's Bank Account within the time period prescribed by RBI, commencing from the date of Completion of Transaction (as mentioned in Schedule A).

8.2 In the event that the Merchant opts for Tyche Services using Tyche Services Product: Tyche (as mentioned in Schedule B), the Merchant understands that the Transaction shall be completed only upon receipt of the Customer Charge in the Nodal Account from the Acquiring Banks and reconciliation of the same by the Acquiring Banks, Tyche, and the Nodal Bank ("Tyche Completion of Transaction").

8.3 The Merchant further acknowledges that transmission of the Settlement Amount to the Merchant Bank Account shall be subject to reconciliation of the Customer Charge by the Acquiring Banks, Tyche, and the Nodal Bank after the actual receipt of the Customer Charge in the Nodal Account.

8.4 The Merchant hereby agrees that all payments with respect to refunds and Chargebacks shall be the sole responsibility of the Merchant, and Tyche shall not be liable for any claims, disputes, or penalties which may arise in connection with such refunds or Chargebacks to the Merchant or the Customer. The Merchant agrees to indemnify Tyche in respect of any claims, disputes, penalties, costs, and expenses arising directly or indirectly in relation to refunds or Chargebacks for all Transactions initiated and instructed through the Merchant Site.

8.5 The Merchant hereby agrees and acknowledges that the service fee charged by Tyche in respect of refunds, disputes, and chargeback transactions shall not be refunded or repaid by Tyche to the Merchant or any other person.

8.6 Notwithstanding anything contained anywhere in this Agreement, the Merchant hereby fully confirms and agrees that Tyche, Acquiring Bank, and Nodal Bank reserve the right to reject payments with respect to any Customer Charge for reasons including but not limited to unlawful, unenforceable, doubtful, or erroneous Transactions, Chargebacks, refunds, fraud, suspicious activities, card Authentication and Authorization issues, overpayment made due to mathematical errors or otherwise, penalties incurred, Transaction-related issues, issues related to Delivery, Customer Charge or Product, if the Transaction was not made in accordance with the requirements of Tyche and/or the Acquiring Banks and/or Card Association.

8.7 In the event of rejection of payment with respect to Customer Charge, Chargeback, refunds, or other Outstanding Amounts due to Tyche, Acquiring Bank, and/or the Customer by the Merchant, Tyche and/or the Acquiring Bank reserve the right to reverse the credit given to the Merchant

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Bank Account or set-off the payment amount rejected, Chargeback, or refunded, or the Outstanding Amount against Settlement Amount payable to the Merchant. Tyche and/or Acquiring Banks may also deduct the payment amount due from future Settlement Amounts payable to the Merchant with respect to subsequent Transactions.

8.8 If Tyche and/or the Acquiring Banks determine that the Merchant is incurring an excessive number of Chargebacks, Tyche may establish controls or conditions governing the Transactions contemplated under this Agreement, including without limitation, by (a) establishing new processing fees, (b) by requesting a Reserve in an amount reasonably determined by Tyche to cover anticipated Chargebacks, (c) delaying payouts, and (d) terminating or suspending the Tyche Services.

8.9 All Settlement Amount due to the Merchant under this Agreement may be suspended or delayed till such time as Tyche, the Acquiring Banks, and/or Nodal Bank deems fit, if (a) the Merchant or its Customer or a third party commits any fraud or violates any law or legal requirement; (b) Tyche and/or the Acquiring Banks have reasons to believe that a fraud has been committed against the Customers, Tyche, Acquiring Banks, or any third party by the Merchant, its Customers, or any other third party; or has reason to believe that the Merchant or the Customer has in connivance with any other person done any fraud or assisted in the same; or any transaction has been fraudulently initiated; (c) the Merchant has excessive pending Chargebacks or poses high Chargeback and/or refund Risk; (d) continuous non-delivery or delayed delivery of Products to Customers; or (e) for any other reasonable reasons.

9. RESERVE

9.1 The Merchant agrees to provide Tyche with Reserve of such amounts as may be requested by Tyche from time to time to secure the performance of the Merchant's obligations under this Agreement for reasons including, without limitation, high Chargeback risk, credit risk, refund overdraft risk, non-delivery issues, selling of banned items, non-payment of maintenance fees or other amounts payable to Tyche, or any other indications of performance problems related to the Merchant's use of the Tyche Services. If the Merchant fails to provide Tyche with Reserve within seven (7) days of receipt of notice for the same, Tyche reserves the right to suspend and/or terminate the Settlement Amount payable to the Merchant or the Tyche Services without further notice. Tyche may use this Reserve to set-off, including but not limited to any Outstanding Amounts payable by the Merchant to Tyche, Acquiring Banks and/or Customers.

9.2 In case the Settlement Amount payable to the Merchant and/or the Reserve (if any) is not sufficient to cover the Merchant's Outstanding Amount, then the Merchant shall pay Tyche and/or the Acquiring Banks the remaining amount due immediately upon request. Tyche shall be entitled

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to charge daily interest on such Outstanding Amount from the date of request until the date of payment in full, at the rate of 1.5% per month. Provided that the above right of Tyche to appropriate the Reserve and set-off the Outstanding Amount in the above manner shall be in addition to and reserving fully the right of Tyche to recover all such losses, costs, and damages, etc., from the Merchant by any other means, which may be available to Tyche under the law. In addition, the Merchant agrees to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of Tyche in connection with the Outstanding Amount and the collection of the same from the Merchant.

10. DELIVERY

10.1 The Merchant shall dispatch/render the Products to the Customer only upon transaction confirmation from Tyche to the Merchant. The Merchant acknowledges that Tyche shall give confirmation only upon receipt of transaction confirmation in respect of the Transaction from the Acquiring Bank. Tyche shall not be responsible for any Transactions that have not been confirmed with Tyche by the Acquiring Banks.

10.2 The Merchant shall ensure that it maintains Proof of Delivery with respect to each Transaction initiated through the Merchant Site for a period of at least one (1) year from the date of Delivery. Proof of Delivery shall be open for inspection by Tyche and/or the Acquiring Banks at all times during working hours on Business Days. Notwithstanding any other Clause of this Agreement, the Merchant understands that Tyche and/or the Acquiring Bank and/or Nodal Bank reserve the right to call for Proof of Delivery, at any time, before and/or after settlement of Settlement Amount to the Merchant's Bank Account with respect to any Transaction. Tyche and /or the Acquiring Banks have the right to reverse the Customer Charge amount to the Customers and/or reject the Customer Charge to the Merchant, if Proof of Delivery is not provided in accordance with this Agreement.

10.3 The Merchant shall deliver the Product within the Delivery Due Dates specified at the time of making the transaction on the Merchant Site. If the Merchant is unable to deliver the whole or any part of the Transaction within the Delivery Due Date, the Merchant shall forthwith inform the Customer and take immediate action to refund the Customer Charge in whole or in part as per the Customer's instructions.

10.4 All risks associated with the Delivery by the Merchant shall be solely that of the Merchant and not Tyche. Any and all disputes regarding quality, merchantability, non-Delivery, delay in Delivery, or otherwise shall be resolved directly between the Merchant and the Customer without making Tyche and/or the respective Acquiring Bank a party to such disputes.

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12. CUSTOMER PRODUCT SUPPORT

12.1 The Merchant is solely responsible for all Customer service issues relating to the Products sold on its Merchant Site, including but not limited to Customer Charge, order fulfillment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with its personnel, policies, or processes. In performing Customer service, the Merchant will always present itself as a separate entity from Tyche.

12.2 The Merchant shall provide Customer support within 36 (thirty-six) hours during all Business Days. Such support shall include appropriate notice to Customers of means of contacting the Merchant, including e-mail address and telephone number, in the event the Customer has questions /queries regarding the nature or quality of the Product and the procedures for resolving disputes.

12.3 Under no circumstances shall Tyche be responsible for customer product support to the Customer or any third party.

13. INSPECTION

13.1 Except as required by law, the Merchant shall be solely responsible for (a) compiling and retaining permanent records of all Transactions and other data, and (b) reconciling all Transaction information that is associated with its Customers.

13.2 The Merchant shall maintain records of such periodical checks in such manner as may be specified by Tyche and/or Acquiring Banks. Tyche and/or Acquiring Banks shall be entitled to check and audit records and statements of the Merchant to ensure compliance with the Merchant's obligations under this Agreement at such intervals or times as Tyche and/or Acquiring Bank may deem fit.

13.3 The Merchant shall also permit the authorized representatives of Tyche and/or the Acquiring Banks to carry out physical inspections of the place(s) of business or other facilities of the Merchant to verify if the Merchant is in compliance with its obligations hereunder.

13.4 If the Merchant refuses such inspection or provides inaccurate, untrue, or incomplete information, or fails to comply with the terms and conditions of this Agreement, Tyche reserves the right to suspend or terminate the Tyche Services forthwith.

14. COVENANTS OF THE MERCHANT

14.1 The Merchant hereby declares, assures, undertakes, and covenants as under:

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- (a)** The Merchant shall duly fulfill all Transactions placed on the Merchant Site in accordance with the terms and conditions on the Merchant Site and instructions of the Customer. The Merchant undertakes to ensure that the Delivery is done as per specifications of the Customer on or before the Delivery Due Date.
- (b)** The Merchant will not offer out-of-stock Products for sale. The Merchant shall be solely liable for the quality, efficiency, and merchantability of the Products. Further, the rates displayed on the Merchant Site shall include all applicable taxes.
- (c)** The Merchant shall comply with all applicable laws, rules, and regulations in offering the Products or collecting Payments on its Merchant Site. The Merchant shall ensure that all requisite approvals, licenses, and registrations, etc., in accordance with all laws, rules, regulations, guidelines in force in India from time to time, have been obtained and are kept in full force and effect to enable the Merchant to offer the Products for sale. The Merchant shall not conduct any business through the Tyche Services or offer Products thereof in violation of any law or legal requirement of any applicable jurisdiction and shall keep Tyche fully indemnified for all times to come in this regard.
- (d)** The Merchant shall not offer any Products, which are illegal, offensive, or banned as per the list provided in Schedule C and/or are not in compliance with applicable laws, rules, and regulations, whether central, state, local, or international of all jurisdiction from where the Customers avail the Products. In addition, the Merchant shall comply with and shall ensure compliance by the Customers with all applicable guidelines, rules, regulations issued by RBI and guidelines set by Tyche, Acquiring Banks and/or Card Associations. The Merchant agrees and understands that Tyche reserves the right to suspend the Settlement Amount and/or Tyche Services to the Merchant until such time that the Merchant does not discontinue selling such banned/illegal Products or does not conform to all applicable laws and regulations in force from time to time. In addition, Tyche reserves the right to terminate this Agreement without further notice in the case of breach of this Clause.
- (e)** The Merchant shall ensure that appropriate cancellation policy, refund policy, privacy policies, disclosures/disclaimers, terms of use pertaining to the Merchant Site, the terms of the Products provided by the Merchant, and terms of paying the Customer Charge are displayed conspicuously on the Merchant Site in accordance with the terms of this Agreement (collectively “Merchant Terms and Conditions”). The Merchant shall prior to accepting any instructions from the Customers ensure that the Customers are duly registered on the Merchant Site and the Customers accept all the Merchant Terms and Conditions. Tyche reserves the right to inspect the Merchant Terms and Conditions at any times.

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- (f)** In the event that the Merchant provides the One Click Checkout option to its Customers and the Customer opts for One Click Checkout, the Merchant understands that Tyche shall store the Valid Card data of the Customers on its server.
- (g)** In the event that the Merchant has obtained a PCI DSS certification and opts for a One Click Checkout API, the Merchant shall be responsible to ensure that all Customer Valid Card data shared with the Merchant is kept safe and not shared with any third party without the consent of Tyche and the Customer. The Merchant shall ensure that there is no unauthorized use or disclosure of such data or any hacking of the same. The Merchant accepts all liabilities with respect to such Customer Valid Card data and shall keep Tyche indemnified in case of any breach of this Clause. In addition, in the event that the Merchant calls the One Click Checkout API for the wrong Customer's Valid Card data or the Customer's account with the Merchant is compromised, the Merchant shall be fully liable for all transactions processed and Tyche shall have no liability towards the Customers or the Merchant. Further, the Merchant shall also have in place a privacy policy for handling or dealing with the Customer's personal information including all Customer Valid Card data, and such policy should be available to the Customers and be published on the Merchant Site.
- (h)** The Merchant shall have the marketable and legal right and title to sell Products offered by it to the Customers by using Tyche Services.
- (i)** In the event any Customer complains or is dissatisfied with any Product, the Merchant shall take such measures as may be required to resolve the same at its sole cost and expense.
- (j)** The Merchant shall ensure that the best service standards in the industry are adopted and shall ensure Delivery of all Products paid for on the Merchant Site to Customers in accordance with the highest standards.
- (k)** The Merchant agrees to put up such notices, disclaimers or warranties as may be required by Tyche and/or the Acquiring Bank and the Merchant shall comply with such request forthwith.
- (l)** The Merchant shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and/or other information relating to the Products, which are offered on its Merchant Site.
- (m)** In the event that the Merchant provides EMI options to the Customers, the Merchant shall endeavor to deliver the Product after the approval of the EMI option from the Issuing Institution providing the EMI option through Tyche. Tyche shall not be liable to the Merchant or the Customer for any dispute arising with respect to rejection of EMI option to a Customer after a Transaction has been confirmed, irrespective of the Settlement Amount being in the Nodal Bank

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or already transferred to the Merchant Bank Account. The Customer shall raise such dispute directly with the Issuing Institution.

(n) The Merchant hereby agrees that it shall bear and be responsible for the payment of all relevant taxes, surcharge, levies etc. (including withholding taxes) in relation to the Customer Charge and Tyche Services provided under this Agreement.

(o) As the Merchant will be using the Acquiring Banks Services and Card Association Services, the Merchant shall comply with all applicable rules, guidelines, instructions, requests, and actions, etc., made by the Acquiring Banks and/or Card Associations from time to time. The Acquiring Banks has the right to reverse/reject settlement, suspend and/or terminate Acquiring Banks Services/Tyche Services, make inspections or inquiries in relation to the Transaction, etc. The Merchant understands that the Acquiring Banks and Card Association Rules form a part of this Agreement. In the event that Merchant's non-compliance of Acquiring Banks and/or Card Association Rules results in any fines, penalties, or other amounts being levied on or demanded of Tyche by an Acquiring Bank and/or Card Association, then without prejudice to Tyche's other rights hereunder, the Merchant shall forthwith indemnify Tyche in an amount equal to the fines, penalties, or other amount so levied or demanded. If the Merchant fails to comply with its obligations towards the Acquiring Banks and/or Card Associations, Tyche may suspend settlement or suspend/terminate the Tyche Services forthwith.

(p) The Merchant shall not require the Customer to provide the Merchant with any details of the accounts held by it with Issuing Institution. The Merchant shall not input any data on behalf of the Customers on the Merchant Site or the Acquiring Bank, failing which it will be considered as breach of trust of Tyche and/or of the Acquiring Bank.

(q) The Merchant shall ensure to keep confidential, all information submitted by the Customers on the Merchant Site. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to interests of the Customer. The Merchant shall use the Customer data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party. The Merchant shall be liable to comply with existing data privacy regulations from time to time.

(r) The Merchant shall in writing inform Tyche of all changes in its constitution, directors/partners /trustees, or change in the current addresses of each office, within seven (7) Business Days of such change having taken place listing out the names and details of the personnel in charge of the management and affairs of the Merchant. Such intimation shall be provided on the Merchant's letterhead signed by the authorized signatory of the Merchant.

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(s) The Merchant shall not engage in activities that harm the business and/or brand of Tyche, the Acquiring Banks and/or card associations.

(t) The Merchant must indicate its acceptance of all the respective Acquiring Banks and/or Card Associations, whose Payment Mechanism is being used by the Merchant, whenever it communicates the payment methods it accepts to its Customers without prejudice to anyone of the Acquiring Banks and/or Card Associations. In the event that the Merchant decides to display the logos of the Acquiring Banks and/or Card Associations whose Payment Mechanism it is providing as a Valid Card payment option to its Customers on the Merchant Site and/or other marketing materials, the Merchant must ensure that it prominently displays the logos of all the respective Acquiring Banks and/or Card Associations (being used to process Valid Cards) in the same manner and without prejudice to any one of them and in accordance with the guidelines and/or direction provided by the respective Acquiring Banks and/or Card Associations. In addition, the Merchant shall not promote, dissuade, or impose restrictions/conditions on any one Valid Card Payment Mechanism and/or Card Association over the other. Exceptions being limited time bound tactical marketing programs with one or more Acquiring Banks and/or Card Associations.

(u) Merchant agrees to intimate Tyche and refund back to Tyche any excess or wrong credit received in its account. Merchant also agrees to recover and fully cooperate with Tyche to recover any incorrect settlement done on behalf of the Merchant to any third party.

(v) The Merchant shall be responsible to resolve all cardholder/customer account holder disputes and provide whatever assistance necessary to assist the Acquiring Banks, Card Associations and Tyche deal with all cardholder/Customer Account holder disputes at its own cost.

(w) The Merchant authorizes Tyche to share Transaction data and Customer information with the respective Acquiring Banks and Card Associations.

(x) The Merchant agrees that Tyche has the right to hold an amount from the pending settlement towards future chargeback recovery, based on the risk category and chargeback history of the merchant, in case the merchant stops transacting or drastically reduces volume.

(y) The Merchant shall maintain and run the Merchant Site as a part of its business and shall ensure that the Merchant Site does not contain libelous, defamatory, obscene, pornographic or profane material or any instructions that may cause harm to Tyche, the Acquiring Banks, Card Associations and/or any other third party.

(z) The Merchant agrees that Tyche reserves the right to suspend the payment and/or Tyche Services provided herein, forthwith, in the event the Merchant fails to observe the terms and conditions herein.

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(aa) The Merchant assures and guarantees to Tyche that the Merchant complies with all government laws, rules, and regulations applicable to its business and supports the eradication of corruption. Consistent with the Anti-bribery/Anti-corruption, and Anti-money laundering, the Merchant has had a long-standing commitment to compliance with the minimum requirements adopted by the US/OFAC, UK, UN and the EU in regards to anti-bribery and anti-corruption, anti-money laundering (“Anti-Financial Crimes Laws”) of all of the countries and territories in which the Company does business. Merchant acknowledges and agrees that the Merchant undertakes to be compliant and shall continue to abide by the relevant Anti-Financial Crimes Laws set out in Schedule D hereto.

(bb) The Merchant agrees to abide by the companies’ policies and procedures regarding Refunds, disputes, Chargeback, Grievance and complaints, etc., mentioned in Schedule D.

15. REPRESENTATIONS BY THE PARTIES

15.1 Each of the Parties represents, warrants, and undertakes that:

(a) It is duly organized and validly existing under the laws of the jurisdiction in which it is established;

(b) It has the requisite power and authority to execute, deliver, and perform this Agreement and that this Agreement has been duly and validly authorized, executed, and delivered by it;

(c) Its obligations hereunder constitute legal, valid, binding, and enforceable obligations;

(d) The execution and delivery of this Agreement and the consummation of the Transactions contemplated herein do not breach its organizational documents or any law, provisions of any agreement or order of court applicable to it and do not require any applicable governmental approval;

(e) The person executing this Agreement is duly authorized to execute the Agreement for and on behalf of the respective Party and shall have the authority to bind the respective Party accordingly.

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 releases Tyche from all liability relating to the

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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 Tyche Services 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, agreementors, 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 the use of the Customer of the Internet Payment Gateway through Tyche Site, Tyche may create or generate a database in respect of such Customers. All rights and ownership with respect to such database shall vest with Tyche.

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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 subagreementors 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 Merchant, the Customers, and the Acquiring Bank, as an independent entity and under the terms and conditions of this Agreement. For the Tyche Services 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;

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- (e) any act, deed, negligence, omission, misrepresentation, default, misconduct, non-performance or fraud by the Merchant, its employees, agreementors, 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 Customer 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;
- (i) any fines, penalties or interest imposed directly or indirectly on Tyche on account of Merchant's 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

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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 the 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 cardholder 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 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.

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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.

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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: 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

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Saravanan
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IP:136.185.16.33
Location:Chennai,India

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:

Notices

For Tyche: Tyche Payment Solutions Private Limited New # 9, Old # 11, 1st Floor, Palayakaran Street, Kalaimagal Nagar, Ekkaduthangal, Chennai – 600032

For : Sruthi Cables
Chennai

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 or registered mail, on the 10th (tenth) day after the mailing thereof,
- (iii) if by courier service or similar service, on the day delivered,
- (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.

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Location:Chennai,India

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Saravanan
2024-12-03 13:01:12 (UTC+05:30)
IP:136.185.16.33
Location:Chennai,India

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

On BehalfOf	Sruthi Cables	On BehalfOf	Tyche Payment Solutions Pr
Authorized Signatory	Sruthi Cables	Authorized Signatory	Saravanan
Name	Sruthi Cables	Name	Saravanan
Designation:		Designation:	Managing Director
Date:	2024-11-26	Date:	2024-11-26

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.)
B. AMC/MMC	20.0
C. Security Deposit (If applicable)	300.0
D. Service Fee	67.00
1) Net Banking	0.00
2) Credit Card (Visa/Master)	
3) Debit Card	
Rupay Debit Cards	0.00 0.00
Other Debit Cards	0.00
4) e-Collect	0.00
5) Disbursement API	0.00
6) International Card	

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Saravanan

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7) Amex Card	0.00			
8) Dinners Card	0.00			
9) Corporate/Commercial Card	0.00			
10) Prepaid card	0.00			
11) Wallet	PhonePe 0.00	FreeCharge 0.00	Payzapp 0.00	Paytm 0.00
	OlaMoney 0.00	Mobikwik 0.00	RelianceJioMoney 0.00	AirtelMoney 0.00
12) UPI	0.00			
13) Dynamic QR	0.00			
14) Settlement Timeframe (Td+1, wherein d refers to Delivery date assumed as T+0/1/2)				
15) VAS (mention if any)	-			
16) Others Please specify	-			

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;
- The Service Fee charged by Tyche on Rupay Debit Cards and 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 Digitally Signed By: Sruthi Cables Sruthi Cables 2024-12-03 13:02:29 (UTC+05:30) IP:136.185.16.33 Location:Chennai,India	Digitally Signed By: Saravanan Saravanan 2024-12-03 13:01:12 (UTC+05:30) IP:136.185.16.33 Location:Chennai,India

Bank Account No.	-
Branch Address	-
IFSC Code	-
Account Holder Name	-

SCHEDULE B

Business Category: Cable

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 include 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 include 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
- 9. Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software.
- 10. Counterfeit and unauthorized goods which include 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.

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- 11. Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms
- 12. Drug test circumvention aids which include drug cleansing shakes, urine test additives, and related items
- 13. Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction
- 14. Gaming/gambling which includes lottery tickets, sports bets, memberships /enrollment in online gambling sites, and related content
- 15. Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles
- 16. Hacking and cracking materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property
- 17. Illegal goods include materials, products, or information promoting illegal goods or enabling illegal acts
- 18. Miracle cures which include unsubstantiated cures, remedies, or other items marketed as quick health fixes
- 19. 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.
- 20. Offensive goods, a crime that includes crime scene photos or items, such as personal belongings, associated with criminals
- 21. Prescription drugs or herbal drugs or any kind of online pharmacy which includes drugs or other products requiring a prescription by a licensed medical practitioner
- 22. Pyrotechnic devices and hazardous materials which include fireworks and related goods; toxic, flammable, and radioactive materials and substances
- 23. Regulated goods which include airbags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications

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- 24. Tobacco and cigarettes, which includes cigarettes, cigars, chewing tobacco, and related products
- 25. Traffic devices, which include radar detectors/jammers, license plate covers, traffic signal changers, and related products
- 26. Weapons, which include firearms, ammunition, knives, brass knuckles, gun parts, and other armaments
- 27. Wholesale currency which includes discounted currencies or currency exchanges
- 28. Live animals
- 29. Multi-Level Marketing
- 30. Matrix sites or sites using a matrix scheme approach
- 31. Offering Work-at-home jobs
- 32. Drop-shipped merchandise
- 33. 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
- 34. Securities, include stocks, bonds, mutual funds, or related financial products or investments.
- 35. Any intangible goods or services or aggregation/consolidation business.
- 36. Web-based telephony/ SMS/Text/Facsimile services or Calling Cards. Bandwidth or Data transfer/ allied services. Voice process/knowledge process services excluding Broadband.
- 37. Entities / Individuals engaged in trading/exchange/dealing in crypto currency/virtual currencies/virtual assets/ Bitcoins.
- 38. Entities whose identities are unknown or cannot be verified.
- 39. Any entity that has strong financial crime suspicion, suspicion of terrorist financing, or has any direct evidence of criminal activity.
- 40. Entities or individuals sanctioned by any regulator or supranational (e.g., Office of Foreign Assets Control, European Union, United Nations, Unlawful Activities Prevention Act 1967, National Investigation Agency, Section 311 of the USA Patriot Act).
- 41. Entity/customer with anonymous or fictitious names or numbered accounts.
- 42. Shell banks/entities that is an entity that has no physical existence in the country in which it is incorporated and licensed.

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- 43. Unregulated/unlicensed money service business (MSB) or money and value transfer services (MVTs) like exchange houses, remittance agents, or individuals running such businesses in jurisdictions that require a license for such businesses.
- 44. Unregulated/unlicensed banks.
- 45. Unregulated/unlicensed financial institutions like securities firms, broker-dealers, insurance companies, etc. in jurisdictions that require licenses for such businesses.
- 46. Customers owning or having issued bearer shares except for respondent /correspondent banking relationships wherein the capital structure has bearer shares historically.
- 47. Customers incorporated, registered, or national of any FATF “Black List”/defined jurisdiction that requires application of counter-measures/EDD measures.
- 48. Entities or individuals operating in red light business/adult entertainment industry.
- 49. Entities or individuals dealing in marijuana.
- 50. Money mules
- 51. Entities operating as Chit Funds/ Nidhi Companies (except Govt. or PSU entities).
- 52. Downstream/nesting to money service business (MSB) or money and value transfer services (MVTs) through an MSB customer.
- 53. Payable through accounts (PTA) through domestic or foreign bank customers.
- 54. An international cash letter – Is a deposit and clearing service where an inter-bank transmittal letter accompanied with monetary instruments (such as cheque, or money orders) is sent from one bank to another internationally.
- 55. Remote deposit capture – Allows customers to deposit cheques from a remote site, directly into the account by scanning and transmitting the cheque image.
- 56. Sponsoring private ATMs (i.e., generally found in public places like restaurants, bars, gas stations, and grocery stores. These ATMs link to an ATM transaction network that debits the customer’s account and credits the ATM owner’s account, or the Independent Sales Organization’s (ISO) account, which can be located anywhere).
- 57. Buying, selling, and shipping large volumes of banknotes/currencies cross borders.
- 58. Receiving large shipments of currency on behalf of customers or other banks.
- 59. Low price securities.

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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 by the relevant Anti-Financial Crimes Laws: By signing the main services agreement, Merchant acknowledges and agrees that it:

- Will comply with all applicable laws, regulations and sanctions relating to anti-bribery, anti-corruption, anti-money laundering and export controls including but not limited to the minimum requirements of the Anti-Financial Crimes Laws.
- Is prohibited from dealing with any acts which may be deemed as money laundering under any applicable law, regulations or restrictions.
- Will prohibit the entering into agreements with any person who has been identified in the sanctions list maintained by different state authorities or organizations.
- Has implemented an internal compliance programme, to ensure compliance with and detect violations of all applicable Anti-Financial Crimes Laws.
- 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.

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Location:Chennai,India

'Sanctioned 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 will be available Monday-Friday (10:00 AM – 05:30 PM) on all business working days.

- In case of grievances, customers may lodge a 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: support@basispay.in | www.tychepayment.com/contacts.php

Evaluation- A statement of complaints will be submitted to the Customer Service Committee of the board along with a 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 customer care for redressal. If the complaint is not redressed within 24 hours or if the customer is not satisfied with the reply, they may escalate the complaint to the 2nd level after 24 hours. If the complaint is not redressed within the next 48 hours (2 days), the customer may further escalate the complaint to the Nodal officer (Details will be updated on our website periodically).

Chargeback or Dispute Resolution Mechanism

Chargeback or disputes can occur 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. Customers will raise a complaint with their Payment Service

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Provider (Banks in case of card transactions, Wallet Provider in case of Wallet transactions, etc.).

- We shall receive complaint details from the Customer's Payment Service Provider via Email or through respective dashboards along with the Target date/TAT.
- Amount to the extent of the Complaint will be debited from us by Payment Service Provider before/after sending us the Complaint details.
- TAT (Turnaround 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 the system, and in the next settlement cycle, this amount will be debited from the amount to be settled to the merchant.
- After updating details at our dashboard, an email with the following details will be shared with merchants, requesting them to share the necessary documents to contest /defend the complaint:
 - 1. Unique Transaction Reference Number
 - 2. Transaction date
 - 3. Transaction amount
 - 4. Complaint amount
 - 5. Target Date/TAT
- A series of mails or calls shall be made to follow up with the merchant to get the required details/documents.
- Once the details/documents are received from the merchant, they shall be shared over an email or uploaded to the Dashboard of the Payment Service Provider and the Payment Service Provider will be requested to contest the complaint.
- Once details are shared, the Payment Service Provider will take 90-180 days to close the complaint.
- The complaint might be closed in favor of the merchant or in favor of the customer, and it is at the whole discretion of the Payment Service Provider. The same will be informed to us over an email or through the dashboard.

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Location:Chennai,India

- If the complaint is closed in favor of the Merchant, the amount will be credited back to us.
- Once we receive the details of the closure of the complaint and the amount is credited to our account, we shall create a credit entry at our dashboard and the amount will be credited to the merchant's account in the next settlement cycle.
- We shall communicate the same to merchants.
- In very rare cases, merchants agree to refund the amount to the customer, and the same shall be communicated by us to the Payment Service Provider.

As per our Company Policies, if no transactions are happening in a merchant account, the company shall hold some of the 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. The merchant can either initiate a Full refund or a Partial refund based on their requirements. Based on the funds availability, our system will accept the refund request and send the same to the bank/service provider. We will reflect the bank reference number in the merchant dashboard, which will be helpful for the merchant to share the same with the customer for tracking purposes.

Merchant will refund the amount in the following cases:

- 1. If services/goods are not provided.
- 2. If services/goods are partially provided.
- 3. If the customer has made multiple payments/transactions for a single service.
- 4. If the payment turned successful at a later point of time in reconciliation, but the merchant collected the amount through some other way before the payment turned successful.

Refund process:

- Merchants shall be provided with the option to refund either through API or through the Merchant Dashboard.
- Merchants shall be provided with the option to initiate a Full/Partial Refund.

- At the time of request by the merchant, the system will check for fund availability for that specific merchant. If funds are available, the refund request will be submitted; otherwise, the refund request will fail.
- Once we receive the refund request either through API or through the Merchant dashboard, a debit entry will be created in the system and in the next settlement cycle, the same will be debited from the amount to be settled to the merchant.
- We shall request the Payment Service Provider to process the refund through API.
- Refund requests to the Payment Service Provider will be done at regular intervals, such as hourly or every 30 minutes.
- 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.
- Merchants can't initiate a refund for transactions that occurred more than 180 days ago, as no Payment Service Provider accepts the same.

TAT for Complaints:

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

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Other Notes:

- Tyche Payment Solutions Pvt Ltd is the aggregator having the in-principle aggregator license and the products are marketed and 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 and 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 and Email engine, connected with 3rd party applications, Billing software in SAAS model, Phone and Email Support).
- Signed hardcopies of KYC, Applications (Merchant and 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.

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Saravanan

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IP:136.185.16.33

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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 Tyche Payment Solutions Pvt. Ltd. shall be deemed to be unconditional and irrevocable acceptance of the terms and Conditions mentioned in the attached agreement.

Date: 03, December 2024

Authorized Person's Signature: Sruthi Cables

Digitally Signed By: Sruthi Cables

Sruthi Cables

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IP:136.185.16.33

Location:Chennai,India

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*		
1) Net Banking	SBI/Axis/ICICI /HDFC - Others -	
2) Credit Card (Visa/Master)		
3) Debit Card		
Rupay Debit Cards	<2000	>2000
Other Debit Cards	<2000	>2000
4) e-Collect		
5) Disbursement API		
6) International Card (specify)		
7) Amex Card		
8) Dinners Card		
9) Corporate/Commercial Card		
10) Prepaid card		
11) Wallets (Except ITZ Cash)		
12) UPI		
13) Dynamic QR		

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14) Settlement Timeframe		
15) VAS (mention if any)		
16) Others Please specify		
Volume Committed		
Effective Date		
Approver Name		
Employee ID		
Approver Signature		
MID		
Remarks		

MID:

Remarks:

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Saravanan
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IP:136.185.16.33
Location:Chennai,India



Certificate of Signature Completion

Document details

Document ID	O46VOPKBMK
Document Name	Certificate of Agreement

Signer details

Sruthi Cables	Signed Time & IP	Signature Method
sruthicables@yopmail.com 6767845454 (OTP:123456)	2024-12-03 13:02:29 49.204.124.64	Electronic Signature by fargin.com

Consent & Consent Id

I understand that by clicking the "Sign Now" button I would be electronically signing the said document. I have read and understood the said document. I agree to electronically sign all the pages of the said document and agree to be bound by them.

ID:O46VOPKBMK

Saravanan	Signed Time & IP	Signature Method
saravananrisk@yopmail.com adminMobile(OTP:123456)	2024-12-03 13:01:12 49.204.124.64	Electronic Signature by fargin.com

Consent & Consent Id

I understand that by clicking the "Sign Now" button I would be electronically signing the said document. I have read and understood the said document. I agree to electronically sign all the pages of the said document and agree to be bound by them.

ID:O46VOPKBMK

History

Document Created	Thivakaran	2024-12-03 12:58:45
Invitation Sent to Signers	Sruthi Cables sruthicables@yopmail.com	2024-12-03 13:02:29
	Saravanan saravananrisk@yopmail.com	2024-12-03 13:01:12
Document Signed	Sruthi Cables sruthicables@yopmail.com	2024-12-03 13:02:29
	Saravanan saravananrisk@yopmail.com	2024-12-03 13:01:12