**Terms and Conditions of Merchant Enrolment Form for Bills Paye (“Terms”)**

These Terms forms an integral part of the Merchant Enrolment Form for Bills Paye (“**Form**”) and constitute a legally binding agreement made between you, whether personally or on behalf of an entity (the “**Merchant**”), and Bills Paye (formerly known as Bills Paye Partnership Firm) (“**Bills Paye**”), wherein the Merchant agrees to extend Offer(s) to the Customer (as defined below).

1. DEFINITIONS

a. “**Bill**” means the invoice raised for the Bill Value on the Customer by the Merchant Partner towards the sale of Goods / Service at the merchant business place.

b. “**Bill Value**” means the total amount in Indian Rupees set out in the Bill towards the Goods and services availed by the Customer at the Merchant business place and shall include applicable taxes, service charge and other charges as may be applicable.

c “**Commencement Date** means the date set out in the Form or any other such date as notified by Bills Paye via email, whichever is later, from which the Merchant can provide the Offer(s) to the Customer.

d. “**Customer**” means a user, who pays the Bill Value through the Bills Paye Application (as defined below).

e. “**Customer Data**” means any and all identifiable information about Customer provided by the Customer via the Bills Paye Application, including, but not limited to, Customer’s name, delivery addresses, email addresses, phone numbers, and Customer preferences, to be governed by the privacy policy located at <https://billspaye.in/privacy-policy>

f. “**Commission**” means the amount payable by the Merchant to Bills Paye, being a percentage (%) of Net Sales as set out in the Form.

g. “**Payment Gateway**” means the online and mobile based payment mechanisms including third party payment gateways, credit card/debit card/net banking transfer and/or e-wallets and/ or any loyalty points that are available on the Bills Paye Application for the purposes of facilitating the payment of Net Sales and Tips (if any) payable by the Customer.

h. “**Goods/Services**” which are sold by the Merchant.

i. “**Information**” ​means the information set out and provided along with the Form, Bills Paye Dashboard and includes any information which is supplied by the Merchant to Bills Paye under these Terms such as the menu, the price lists underlying the menu, opening hours of the business operated by the Merchant, rates at which taxes are charged by the Merchant to the Customer, specific information the Merchant Partner is under an obligation to supply to Bills Paye (a) immediately on the Execution Date; or (b) within one (1) day from any change in such information.

j. “**Merchant**” means the owner /operator of the Bills Paye Clients (Restaurant, Salon&Spa, Beauty Palour, Hotels.ect.

k. “**Net Sales**” means the Bill Value payable by a Customer to the Merchant towards the Goods and services availed by the Customer less the Offer(s) offered by the Bills Paye Firm and Client also can offer the offer(s) to customer.

l. “**Offer(s)**” shall include, but not be restricted the all Bills Paye user’s (i) percentage of discount that the Merchant agrees to extend to the Customers , on the Bill Value for each Transaction; (ii) percentage of discount(s)/promotional offer(s) that the Merchant may extend to the Customers in partnership with banking institutions and/or third parties; or (iii) any other discount(s)/promotional offer(s) as may be agreed between the Parties from time to time.

m. “**Order**” means the placement of an order by the Customer with the Merchant for the purchase of Goods/Services directly.

n. “**Parties**” means Bills Paye and the Merchant.

o. “**Restaurant,** **Salon&Spa, Beauty Palour, Hotels and ect** ” means the establishment(s) for which the Merchant is executing the agreement.

p. “**Tips**” means the amount voluntarily paid by Customers to the merchant business at its sole discretion through the Bills Paye Application.

q. “**Transaction**” means each instance where the Customer makes payments towards the Bill Value via the Bills Paye Application.

r. “**Validity Period**” means from the date the Offer(s) is made available by the Merchant to Customers and during which the Merchant is not permitted to modify the Offer(s).

s. “**Weekends**” means the period starting from **Friday 4:00 am until Monday 4:00 am**

t. “**Bills Paye Application**” means the mobile application, owned and operated by Bills Paye.

u. “**Bills Paye Dashboard**” means the Bills Paye owned merchant interface platform, the access to which is provided by Bills Paye to the Merchant.

v. “**Bills Paye Pro & Bills Paye**” means the subscription-based membership & Free subscription-based membership program offered to Customers for a prescribed period and for a fee.

2. MERCHANT COVENANT’S

a. The Merchant hereby agrees to can provide the Offer(s) to Customer in accordance with the terms set out in the Form and these Terms on and from the Commencement Date.

b. The Merchant will determine the Offer(s) via the Bills Paye Dashboard, which will be honoured by the Merchant through the Validity Period.

c. The Offer(s) once determined by the Merchant, shall be applicable for the minimum Validity Period, during which the Merchant will not be permitted to modify the Offer(s). Any modification to the Offer(s) can only be made by the Merchant after the expiry of the Validity Period and will take two days thereafter to be effective and applied on any Transaction.

d. The Merchant shall ensure that it has all rights, title, and interest in the content shared by the Merchant with Bills Paye including but not limited to any artwork(s), creative(s), logo(s), picture(s), video(s), music, and write-up(s), banner(s), image(s) to be displayed on the Bills Paye Application (“Content”).You further agree to grant Bills Paye and its affiliates a non-exclusive, royalty-free, irrevocable and perpetual right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, upload and display the Content, on the Bills Paye Application.

e. The Merchant shall provide all Content with respect to the business to be used for the purpose of promotions on the Bills Paye Application. Merchant shall ensure that it has all rights, title and interest in the Content it shares with Bills Paye.

f. The Merchant shall ensure that the Content is compliant with the applicable laws and the content guidelines as set out in these Terms.

g. The Merchant shall ensure that such Content displayed on the Bills Paye Application is not unlawful, misleading, fraudulent, illegal, or unauthorized.

h. The Merchant acknowledges that Bills Paye shall in no manner be liable for the Content displayed on the Bills Paye Application, when such Content is provided by the Merchant. The Merchant hereby agrees and acknowledges that Bills Paye shall be authorised to use the logo and brand name of the business or the Merchant as the case may be for the purpose of advertisement of the Offer(s).

i. In the event the Merchant has an ongoing collaboration with a third party and wishes to promote such collaboration on the Bills Paye Application, the Merchant shall provide Bills Paye with a letter from such third party acknowledging the collaboration along with a no-objection letter from such third party (in a format acceptable to Bills Paye).

j. The Merchant hereby permits Bills Paye to advertise and extend the Offer(s) to the Customer on behalf of the merchant business.

k. The Merchant hereby authorizes Bills Paye to collect Net Sales and Tips (if any) from the Customer on behalf of the Merchant.

l. The Merchant shall extend the Offer(s) to all Customers.

m. The Merchant hereby agrees not to extend any discount/offers similar or lower to the Offer(s) agreed during the Validity Period to the Customer directly or through any third party.

n. The Merchant shall not, directly or indirectly discriminate, discourage, solicit or refuse a Customer from availing the Offer(s), Bills Paye and/or from making payment of the Net Sales via the Bills Paye Application.

o. The Merchant hereby agrees that where it levies service charge, it shall apply the same uniformly to all the Customers availing services of the merchant business and shall not in any event discriminate in levying the service charge between a Customer availing Bills Paye Pro and a non- Bills Paye Pro Customer.

p. The Merchant permits Bills Paye to deduct the Commission from the Net Sales and transfer such remaining amounts to the Merchant in accordance with the payment settlement process set out in the Form.

q. The Merchant will not charge any additional amount, over and above the Net Sales, from the Customer paying the Bill via the Bills Paye Application.

r. The Merchant shall ensure that all mandatory information pertaining to taxes, levies and charges applicable on the Bill are clearly visible to the Customers on the Bill as per applicable laws.

s. The Merchant hereby permits Bills Paye to contact the Merchant by phone, email, SMS, or other modes of communication, for the purpose of giving feedback or for the purpose of facilitation of any issue in connection with the terms of the Form and these Terms.

t. The Merchant and its representatives shall honour the Offer(s) requested by a Customer irrespective of the number of people seated on the table. For the purpose of clarity, all individuals seated on the table are not required to be Customers (as defined in these terms).

u. The Merchant agrees and acknowledges that Bills Paye reserves the right to advertise the Offer(s) extended by other business as well, as a part of other services as well (including Bills Paye Pro program).

v. The Merchant agrees that the Offer(s) cannot be combined with any other ongoing offers, discounts or deals extended by the Merchant at the business.

w. Notwithstanding anything otherwise set out herein, the Merchant shall, at all times remain, solely liable for (a) the goods and/or services, rendered to a Customer at the business; (b) any in-person interactions with the Customer by the Merchant and or its representatives; (c) payment of all applicable taxes and statutory dues with respect to the goods and services offered and charged by the merchant business and the Offer(s) extended to the Customer and compliance with all applicable laws; (d) the Customer’s experience at the merchant business; and (e) in the event the Merchant or its representative do not honor the Offer(s) which a Customer desires to avail, Bills Paye reserves the right to contact the Customer telephonically or via email and/ or SMS or by any other means of communication regarding the Customer’s experience and such response of the Customer shall be communicated by Bills Paye to the Merchant.

x. The Merchant hereby represents to Bills Paye that it is in compliance with all rules and regulations prescribed by extant excise laws and that it has a valid license to sell liquor and/or alcoholic beverages at the Merchant Business.

y. The Merchant will ensure that the Information provided to Bills Paye is current and accurate, including but not limited to the Merchant name, address, contact telephone number, email, manager/contact person details, delivery times, opening hours, menus, price lists, taxes, service addresses, and other relevant information. Where the Merchant has a unilateral right to access to Bills Paye Dashboard to edit and update the Information which is displayed on the Bills Paye Application, the Merchant should ensure that it (i) keeps such information true, accurate and updated at all times; and (ii) complies with Bills Paye’s internal terms and conditions of use in this regard.

3. CONTENT GUIDELINES

**For the purpose of Bills Paye Walk-In, the Merchant agrees to not post or transmit any Content that:**

a. is plagiarized;

b. Contains sexually explicit, defamatory or obscene materials or any unlawful materials;

c. contains blurry or unclear photos;

d. contains unpleasant photos that ruin people's experience;

e. contains content, advertisement of which is prohibited by applicable laws;

f. which is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, libelous, hateful or otherwise objectionable, invasive of another's privacy, relating or encouraging money laundering or gambling;

g. constitutes an inauthentic or knowingly erroneous review, or does not address the goods and services, atmosphere, or other attributes of the business you are reviewing;

h. violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;

i. accuses others of illegal activity, or describes physical confrontations or attempts to impersonate another person or entity;

j. content which advertises for sale, any item prohibited by law, including potentially hazardous food or tobacco products.

k. alleges any matter related to health code violations requiring healthcare department reporting;

l. is illegal, or violates any central, state, or local law or regulation (for example, by disclosing or trading on inside information in violation of securities law);

m. constitutes a form of deceptive advertisement or causes, or is a result of, a conflict of interest;

n. includes spam, surveys, contests, pyramid schemes, postings or reviews submitted or removed in exchange for payment, postings or reviews submitted or removed by or at the request of the business being reviewed, or other advertising materials;

o. asserts or implies that the Content is in any way sponsored or endorsed by Bills Paye;

p. falsely states, misrepresents, or conceals your affiliation with another person or entity;

q. distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;

r. ‘hacks’ or accesses without permission our proprietary or confidential records, records of another Customer, or those of anyone else;

s. violates any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information of your employer or client in breach of any employment, consulting, or non-disclosure agreement);

t. removes, circumvents, disables, damages or otherwise interferes with security-related features, or features that enforce limitations on use of the Bills Paye Application;

u. collects, accesses, or stores personal information about other Customers of the Services;

v. posted by a bot;

w. harms minors in any way;

x. threatens the unity, integrity, defense, security or sovereignty of India or of the country of use, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation; y. modifies, copies, scrapes or crawls, displays, publishes, licenses, sells, rents, leases, lends, transfers or otherwise commercialize any rights to the Bills Paye Application or Bills Paye’s content; or

z. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

The Merchant acknowledges that Bills Paye has no obligation to monitor your – or anyone else's – access to or use of the Bills Paye Application for violations of the Terms, or to review or edit the Content. However, Bills Paye reserves the right to do so for the purpose of operating and improving the services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the Terms and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body.

The Merchant agrees to assure Bills Paye that the Bills Paye Application shall be used for lawful purposes only and that the Merchant will not violate laws, regulations, ordinances or other such requirements of any applicable central, state or local government or international law(s).

Any Content uploaded by the Merchant, shall be subject to relevant laws of India and of the state of use and may be disabled, or and may be subject to investigation under applicable laws. Further, if the Merchant is found to be in non-compliance with the laws and regulations, these Terms, or the privacy policy of the Bills Paye Platform, Bills Paye shall have the right to immediately block the Merchant’s access to usage of the Bills Paye Application and Bills Paye shall have the right to reject, remove, or delete the non-compliant Content posted by the Merchant and shall further have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

4. BILLS PAYE COVENANT’S

a. Bills Paye will provide Electronic Payment Mechanism to the Customers to make payment towards Net Sales and Tips (if any).

b. Bills Paye will transfer the Net Sales collected from the Customers, less the Commission, to the Merchant in accordance with terms of the Form read along with the Terms.

c. Bills Paye will deduct tax collected at source from the Net Sales after adjusting for taxes.

d. Bills Paye will have the right to remove/suspend advertising the Merchant and the Offer(s) from the Bills Paye Application at any time at its sole discretion.

e.The Bills Paye Firm hereby agrees to extend the Offer(s) to Customer in accordance with the terms set out in the Form and these Terms on and from the Commencement Date.

f. The Bills Paye Firm will determine the Offer(s) via the Bills Paye Dashboard, which will be honoured by the Bills Paye employes through the Validity Period.

g. The Offer(s) once determined by the Bills Paye, shall be applicable for the minimum Validity Period, during which the Bills Paye will be permitted to modify the Offer(s).

5.COMMISSION

a. The Merchant undertakes to pay to Bills Paye, Commission at the rates set out in the Form.

b. The Parties hereby agree that from time to time, Bills Paye may change the Commission rates or include any additional charges/ fee, provided however, that Bills Paye shall communicate any such change(s) via email or any other modes of communication to the Merchant with a prior intimation of forty-five (45) days.

6. Payment Setllement Process

a. The Merchant acknowledges and agrees that any Net Sales and Tips (if any) which is collected by Bills Paye for, and on behalf of the Merchant in accordance with these Terms, shall be passed on by Bills Paye to the Merchant subject to the deduction of the below mentioned amounts by Bills Paye:  
i. Commission and any taxes as applicable thereon;  
ii. Taxes as applicable;  
iii. Any other amounts or charges that are due to Bills Paye under the Form and/or the Terms.

b. Notwithstanding anything to the contrary contained in these Terms or the Form, the Merchant, on behalf of itself and all its affiliates, hereby unconditionally and irrevocably authorizes Bills Paye to set off, withhold and deduct any amounts owed by the Merchant or its affiliates to any Bills Paye Firm under any agreement, arrangement or understanding between the Bills Paye Firm and the Merchant or its affiliates, from the Net Sales, and apply such amounts towards the dues owed by the Merchant or its affiliates to the Bills Paye firm. Without prejudice to the other provisions of the Form or these Terms, and solely for the purposes of this Clause 5 (b), the Merchant hereby agrees, acknowledges and confirms that the amounts so set off, withheld and applied in the aforesaid manner shall be deemed to form part of the Commission payable by the Merchant to Bills Paye under the Form and these Terms. For purposes of the provisions of this Clause 5 (b), the term Bills Paye firm shall be deemed to include any of Bills Paye's current and former, direct and indirect, subsidiaries and/or controlled affiliates as well as any successor to Bills Paye or all or any material portion of the businesses and/or assets of Bills Paye or any successor thereto or any of its direct and indirect, subsidiaries and/or controlled affiliates.

c. The Parties acknowledge and agree that after the deduction of the aforementioned amount set out in Clause 5 (a) and 5 (b), Bills Paye shall remit the Net Sales due to the Merchant as per the Payment Settlement Day set out in the Form.

d. If the Payment Settlement Day falls on a bank holiday/or a non -business day, the payment shall be process ed on the next working day.

e. The Merchant acknowledges and agrees that Bills Paye will provide the Merchant with a monthly invoice within a period of 7 (seven) days from the last date of the preceding month for the Commission, Payment Gateway Fee and other amounts, charges that are due and payable by the Merchant to Bills Paye under the Forms and these Terms.

f. Invoices will be sent to the Merchant on dashboard access provided to the Merchant by Bills Paye. All invoices shall be issued from the registered office of Bills Paye in relevant State from where the services are being performed by Bills Paye in order to comply with the provisions of Goods & Services Tax (GST) laws applicable in India. The list of Bills Paye’s registered offices across India is available at the <https://billspaye.in/license-registration-and-certificate>

g. The Merchant acknowledges and agrees that all amounts that are payable to Bills Paye under these Terms shall be exclusive of the applicable taxes and that all applicable taxes will be charged separately.

h. Notwithstanding anything to the contrary herein, the Merchant is, and will be, responsible for all taxes, payments, fees, and any other liabilities associated with the computation, payment, and collection of taxes in connection with the Bill and the Merchant’s use of the Bills Paye Application. It is clarified that Bills Paye will not be liable for payment of any taxes that the Merchant is liable to pay in connection with the Goods which shall be provided by the Merchant to the Customers in accordance with these Terms and that the Merchant hereby undertakes to indemnify, defend and hold harmless, Bills Paye and each of its affiliates and (as applicable) all of their directors, officers employees, representatives and advisors against any tax liability that may arise against Bills Paye on account of the non-payment of taxes by the Merchant under these Terms. The Merchant will be required to deposit relevant taxes, including tax deducted at source (TDS) on the commission payable to Bills Paye. However, in case where Bills Paye withholds its Commission before remitting the settlement dues to the Merchant, Bills Paye shall refund the TDS to the Merchant subject to submission of the TDS certificate on a quarterly basis within sixty (60) days from the end of the quarter.

i. Notwithstanding the aforesaid, Bills Paye reserves the right to set off, withhold and/or deduct the payments that are due to Bills Paye under the Form against any payments that are payable by Bills Paye under any other agreement or arrangement between Bills Paye and the Merchant or its affiliates.

7. TERM AND TERMINATION

a. The arrangement between the parties shall commence from the Commencement Date and shall be valid and binding on the parties, unless terminated in accordance with these Terms.

b. Either Party may terminate the Form and the Terms by issuing a thirty (30) days prior written notice of termination to the other Party.

c. Notwithstanding anything to the contrary contained herein, above, Bills Paye may forthwith terminate the agreement or suspend the Merchant business if :  
i. the Merchant is in breach of these Terms and/or the terms and conditions of the Form, which, in the case of a capable of remedy, is not remedied within fourteen (14) days after intimation is given to the Merchant specifying the default.  
ii. upon the happening of any of the insolvency events such as bankruptcy, appointment of receiver, administrator, liquidator, winding up, or dissolution;  
iii. the Merchant fails to comply with applicable law;

The Merchant hereby agrees and acknowledges that Bills Paye shall exercise its right to terminate the Form and the Terms in accordance to Clause 6 above and the arrangement shall be deemed to be completed and fulfilled with the Merchant by Bills Paye without any liability to the Merchant under the Form and these Terms.

8. LICENSE

Merchant hereby grants Bills Paye an unrestricted, non-exclusive, royalty-free license in respect of all content and information provided to Bills Paye by the Merchant for the purposes of inclusion on the Bills Paye Application and as may be otherwise required under the Form. This includes, but is not limited to,

a) use of the Merchant’s name in the context of Google ad words to support advertising and promotional campaigns to promote offer(s) on internet which may be undertaken by Bills Paye

b) preparation of derivative works of, or incorporate into other works, all or any portion of the marketing materials which will be made by Bills Paye for the purposes of its business. Any Content with respect to the Merchant Business to be used for the purpose of promotions on the Bills Paye Application which the Merchant transmits or submits to Bills Paye either through the Bills Paye Application or otherwise shall be considered and may be treated by Bills Paye as non-confidential, subject to Bills Paye’s obligations under relevant data protection legislation. The Merchant also grants to Bills Paye a royalty-free, perpetual, irrevocable, non-exclusive license to use, copy, modify, adapt, upload, translate, publish and distribute world-wide any Content for the purposes of providing services under these Terms or to or for the purposes of advertising and promotion of the Bills Paye Application. The Merchant agrees that all information provided to Bills Paye that is published, may be relied upon and viewed by Customers to enable them to make decisions.

9. CONFIDENTIALITY

Any confidential or proprietary information of either party, whether of a technical, business or other nature, including, but not limited to consumer information/ Customer Data, trade secrets, know-how, technology and information relating to customers, business plans, promotional and marketing activities, finances and other business affairs, including but not limited to these Terms (collectively, “**Confidential Information**”) disclosed to the receiving party by the disclosing party, including Confidential Information disclosed before the date of signing the Form, will be treated by the receiving party as confidential and proprietary. These Terms shall be considered Bills Paye’s Confidential Information. Unless specifically authorized by the disclosing party, the receiving party will: (a) not use such Confidential Information except as authorized by the disclosing party; (b) not disclose such Confidential Information to any third party; and (c) otherwise protect such Confidential

Information from unauthorized use and disclosure to the same extent that it protects its own Confidential Information of a similar nature. This section will not apply to any information that: (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of these Terms; (iv) was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others; or (v) was developed independently by the receiving party without any use of Confidential Information.

10. WARRANTY AND INDEMNITY

a. Merchant warrants that if the Merchant ceases to do business, closes operations for a material term, then the Merchant shall provide Bills Paye a prior thirty (30) (thirty) days written notice, failing which the Merchant shall indemnify Bills Paye for any claims or dispute that may arise on account the aforementioned acts of the Merchant.

b. The Merchant hereby unconditionally represents to Bills Paye that it shall at all times be in compliance with the conditions imposed upon it by any license issued by any rule/regulation/statute.

c. Merchant will ensure that it complies with and remains in compliance with all applicable Indian laws and all other applicable legislation, regulations or standards.

d. The Merchant agrees to indemnify and holds Bills Paye harmless (and its directors, officers, agents, representatives and employees) from and against any and all claims, suits, liabilities, judgments, losses and damages arising out of or in connection with any claim or suit or demand:  
i. on account of breach of these Terms by the Merchant;  
ii. in respect of, arising out of, or in connection with the Offer(s) extended by the Merchant;  
iii. the quality of the Goods offered by the Merchant;  
iv. the Content shared by the Merchant with Bills Paye and/or on the Bills Paye Application;  
v. any statutory proceedings which may arise out of any acts of omission or commission by the Merchant in relation to the applicable excise laws;.  
vi. on account of any non-compliance of a condition under the license issued by any rule/regulation/statute.

e. Bills Paye warrants that it will undertake its obligations with reasonable skill and care. Bills Paye does not guarantee or warrant that the Bills Paye Application will be free from defects or malfunctions. If errors occur, it will use its best endeavours to resolve these as quickly as possible.

11. CUSTOMER DATA

The Merchant agrees that the Merchant will only use the Customer Data in fulfilling and in complying with the Merchant's obligations in these Terms, and the Merchant agrees that Customer Data will not be used to enhance any file or list of the Merchant or any third party. The Merchant represents, warrants, and covenants that it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose whatsoever. The Merchant agrees that it will not copy or otherwise reproduce any Customer Data other than for the purpose of fulfilling its obligations under this Form and Terms. The Merchant (and any other persons to whom the Merchant provides any Customer Data) will implement and comply with reasonable security measures in protecting, handling, and securing the Customer Data. If any Customer Data is collected by the Merchant (or otherwise on its behalf), the Merchant shall ensure that it (and any applicable third parties) adopt,

post, and process the Customer Data in conformity with an appropriate and customary privacy policy. For purposes of these Terms, the restrictions set forth herein on the Merchant's use of Customer Data do not apply to: (a) data from any customer who was a customer of Merchant prior to the Merchant using the Bills Paye Application, but only with respect to data that was so previously provided to the Merchant by such Customer; or (b) data supplied by a customer directly to the Merchant who becomes a customer of the Merchant and who explicitly opts in to receive communications from the Merchant for the purposes for which such Customer Data will be used by Merchant; and, provided in all cases, that the Merchant handles and uses such Customer Data in compliance with applicable Laws and the Merchant's posted privacy policy.

12. LIMITATION OF LIABILITY

For the purposes of this Section, "**Liability**" means liability in or for breach of contract, negligence, misrepresentation, tortious claim, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms and the Form, including liability expressly provided for under these Terms and the Form or arising by reason of the invalidity or unenforceability of any these Terms or the terms of the Form. Bills Paye does not exclude or limit Liability for any Liability that cannot be excluded by law. Subject to the preceding sentence, Bills Paye shall not be under any Liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue or of the use of money, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of any doubt, this Section shall apply whether such damage or loss is direct, indirect, consequential or otherwise. Although Bills Paye will use its best endeavours to ensure that the unintentional operational errors do not occur, Bills Paye cannot provide any warranty or guarantee in this regard. Notwithstanding anything to the contrary herein set out, Bills Paye’s aggregate liability under these Terms and the Form shall not exceed the Bill Value under which the claim arose.

13. NOTICES

All notices, demands or consents required or permitted under these Terms shall be provided (i) by email or (ii) in writing and personally delivered or sent by telecopy, telegram or registered or certified mail, return receipt requested, or by a reputable overnight carrier to the address designated by the other party and will be deemed to have been served when delivered, or if delivery is not accomplished by some fault of the addressee, when tendered. If, to Bills Paye, such papers must be sent to info@billspayadmin.in to the attention of the Legal Department. The communications between the Merchant and Bills Paye may employ electronic means, such as email or notifications provided by Bills Paye to the Merchant. The Merchant agrees (i) to receive communications from Bills Paye in an electronic form, and (ii) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Bills Paye provides electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

14. FORCE MAJEURE

Neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, epidemics, earthquakes, strikes, lockdowns, civil disturbances, or similar causes.

15. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the Laws of India, for the time being in force and the courts of New Delhi shall have the exclusive jurisdiction to preside over matters arising hereunder.

16. General

a. **Assignment**: These Terms shall not be assigned by the Merchant without the prior written consent of Bills Paye. Any purported transfer, assignment, or delegation without such prior written consent shall be null and void. Bills Paye may assign or transfer these Terms for any reason to any person. Subject to the foregoing, these Terms shall bind and inure to the benefit of each party’s successors and permitted assigns.

b. **Partial Invalidity**: If any provision in these Terms is or becomes illegal, invalid or unenforceable in any respect under applicable law, neither the legality, validity nor the enforceability of the remaining provisions will in any way be affected or impaired. Further, the parties will negotiate, in good faith, a substitute, valid and enforceable provision which most nearly affects the parties’ intent in relation to the provision that has been held to be illegal, invalid or unenforceable.

c. **Change of Control**: The Merchant acknowledges that the business and assets of Bills Paye may be sold in the future and consents to the transfer or disclosure of its personal information and these Terms to any purchaser of the business of Bills Paye or its assets if that outcome occurs.

d. **Acceptance to Bills Paye’s Privacy Policy**: By signing the Form, the Merchant acknowledges and agrees to be bound by Bills Paye’s privacy policy (https://billspaye.in/privacy-policy). Merchant will immediately notify Bills Paye if it becomes aware of or suspects any unauthorized use or access to the user data or any other Confidential Information of Bills Paye, and shall co-operate with Bills Paye in investigation of such breach and the mitigation of any damage.

e. **Modification**: Bills Paye may modify these Terms from time to time, and any such changes will (i) be reflected on the Bills Paye Application, and (ii) be effective immediately upon the changes being reflected on the Bills Paye Application. The Merchant agrees to be bound to any such changes or modifications and understands and accepts the importance of regularly reviewing these Terms as updated on the Bills Paye Application. Further, in the event Bills Paye upgrades, modifies or replaces Bills Paye Dining (“**Service Modifications**”), Bills Paye will notify the Merchant prior to making the same and give the Merchant the opportunity to review and comment on the Service Modifications before continuing to provide Offer(s) under Bills Paye Dining or any alternative service offered by Bills Paye. The Service Modifications will also be reflected on the Bills Paye Application. If the Merchant continues to provide Offer(s) under Bills Paye Dining or any alternate service offered by Bills Paye, following any notice of the Service Modifications, it shall constitute the Merchant’s acceptance of such Service Modifications.

f. **Independent Contractors**: The relationship of Bills Paye and the Merchant is one of independent contractors, and nothing contained in these Terms will be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow the Merchant to create or assume any obligation on behalf of Bills Paye for any purpose whatsoever. All financial obligations associated with Merchant’s business are the sole responsibility of the Merchant.