

MERCHANT ESTABLISHMENT GENERAL TERMS AND CONDITION (T&C) FOR CARD PAYMENTS

These terms and conditions (hereinafter referred to as the “T&C”) apply to and regulate the provision of the Merchant Establishment Business of IDBI Bank (“Bank”) and transactions undertaken thereunder. Terms and Conditions mentioned herein below are to be read and understood in conjunction with the Merchant Processing Application Form as executed by Merchant Establishment (hereafter referred as "ME") in favour of IDBI Bank (hereafter referred as "Bank") for receiving payment processing facilities and services ("Services"). These Terms and Conditions shall be in addition to and not in derogation to any other terms as stipulated by the Bank, from time to time.

1. Definitions

In these Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the following words/ expressions shall have the meaning as stated herein under:

“Authorisation” means the process by which the Bank approves a Transaction as stipulated by the Bank from time to time and includes approval flashed on the electronic data capture machine or telephonic approval in absence of electronic data capture machine.

“Business” means the business, Merchant Establishment is normally engaged into as stated in the schedule and no others.

“Card” means a credit, debit or any other card issued by an Issuer.

“Card Holder” means person to whom a card is issued or who is authorized to use that card.

“Card Organisation” includes VISA, MasterCard, RuPay and any other Card Organization offering credit, debit or any other card programmes to issuers

“Chargeback” means a transaction that is returned to the Bank by the issuer.

“Chargeslip” means an electronic or paper record of a Transaction generated on the Premises using Equipment.

“Equipment” means devices deployed by the Bank at ME's Premises for generating a Chargeslip such as electronic data capture terminals/mobile POS and equipment(s) for manual generation of Chargeslip and includes printers, peripherals, pin pads accessories and related software.

“Bharat-QR code” is an interoperable payment acceptance solution that supports VISA, MasterCard, RuPay cards & BHIM-UPI.

“Issuer” means a licensee of a Card Organization issuing a Card.

“ME Commission” means the commission payable to the Bank by ME for facilitating the Transaction.

“Premises” shall mean the place of business of the ME as stated in the Schedule.

“Transaction” means an act between a Card Holder and the ME for the payment by a Card Holder to ME towards the Card Holder's purchase and includes cash withdrawal through Debit Cards issued in India alone for an amount not exceeding `____per day.

“Transaction Amount” means the amount of Transaction appearing in the Chargeslip.

“Valid Card” means a Card:

- (i) permitted by the bank for Transaction; bearing
- (ii) Card Organization’s logo, hologram and name of the issuer and other such details as may be stipulated by the Bank from time to time; not
- (iii) expired
- (iv) Bearing the Card Holder's signature;
- (v) not mutilated or altered and not listed in Warning Bulletin.

“Warning Bulletin” means a bulletin or any other communication issued by the Bank or any other VISA/ MasterCard licensee informing the ME of lost, stolen, invalid and cancelled cards.

2. Service Description: *ME responsibilities under this Services consist of ;*

- a) Authorization of card transactions.*
- b) Electronic data capture (or collection of sales slips) of card transactions;*
- c) Out clearing of card transactions to the appropriate Card Associations and /or card issuers*
- d) Provision of information to Bank to effect settlement of such transactions*
- e) Dispute resolution with the cardholders' banks; and*
- f) Transaction related reporting, statements and products*
- g) Customer data confidentiality*

3. Merchant Establishment's Representations and Warranties:

- a) ME must be an Indian citizen/Entity having office in India which shall be declared and confirmed by ME in the Application Form.
- b) ME has capacity to enter into and perform as per the laid down T&C.
- c) ME holds the licenses, permits and consents as may be required for the conduct of Business.
- d) ME conducts its business in the premises

4. Merchant Establishment's Covenants:-

- a) ME shall when requested by a Card Holder, facilitate a Transaction in accordance with the terms and conditions of this Agreement including the procedure stated as may be amended by the Bank from time to time.

- b) ME shall enter into Transactions only in relation to goods sold or services provided by it to the Card Holder.
- c) ME shall not enter a third party transaction nor dispense cash by processing a Transaction ME.
- d) shall own, and not dispute for reason whatsoever, Transactions effected via Equipment's.
- e) ME agrees that the sale of goods and services under the Transaction shall be transactions between the ME and the Card Holder without the Bank being a party, unless required otherwise by Card Organization's regulations.
- f) ME agrees to keep the bank informed of the claims it receives in relation to Transactions or any other matter in connection with the laid down T& C providing details as may be required by the Bank and not to dispute, compromise or otherwise deal with the same without the consent in writing of the Bank and acknowledges that the Bank shall however be under no obligation to provide any assistance in connection with any such claim.

5. Procedure of Transaction to be followed by the Merchant Establishment

- a) ME shall, as primary verification of the Card:
 - i. ensure that the Card is a Valid Card: identify,
 - ii. in case of photo card, the person desirous of Transaction with the photograph on it;
 - iii. ensure that the signature panel strip on the reverse of the Card is normal; and
 - iv. ensure, in case when the Card is a credit card, that the first four digits of the card number are found printed on the face of the card positioned either above or below the first four embossed number. [To clarify, in case of a credit card bearing number 4929 1234 2345 2342, the first four numbers reading 4929 should appear printed on the face of the card and positioned above or below the place where the number 4929 appear embossed]
 - v. Obtain photocopy of front and back of the card and photocopy of the passport of the cardholder in case of transaction conducted on an international credit card where the transaction amount exceeds `10,000/-. (Please do not accept pre-photocopied copy of the passport that may be readily provided by the cardholder to you). Please obtain additional ID proof for all domestic transactions exceeding `10,000/-.
 - vi. ME shall, after the primary verification as above and when an electronic data capture terminal is provided, swipe the Card in the electronic data capture terminal and enter Transactions details as requested (and also allow the Card Holder to enter the identification number if so required (providing the Card Holder sufficient privacy to do so) so as to obtain Authorization and generate a Chargeslip. In case of chip card, ME to ensure that card is accepted by inserting the same in chip slot of electronic data capture machine only.

6. ME shall, after the primary verification as above and only when :-

- a.) the card is not a debit card and
- b.) the electronic data capture terminal is not available and the Bank has permitted the ME to make a Chargeslip otherwise, make a Chargeslip manually and obtain Authorization by telephone.
- c.) ME shall, obtain the Card Holder's signature on the Chargeslip, so as to match the same with that on the Card.
- d.) ME shall, verify the number embossed or printed on the card with the Card number appearing on the Chargeslip so as to ensure both being same.
- e.) ME Shall not entertain a transaction in case of being unsure of any of the foregoing or when in doubt that the person requesting Transaction is not the Card Holder. In such cases ME shall for with inform the incidence to the Bank for seeking further instructions.
- f.) ME shall provide to the Card Holder the copy of the Chargeslip marked as Card Holder's copy. Notwithstanding the aforesaid, ME shall obtain additional Authorization for Transactions in excess of floor limits as may be stipulated by the Bank from time to time or when ME has reason to believe that the Card may be stolen or counterfeit or in any other suspicious circumstances.
- g.) ME shall, in the event of a Card included in the Warning Bulletin being presented for Transaction, use all peaceful attempts to retain such Card and shall forthwith intimate about such retention to the Bank and deliver the Card to the Bank.

7. Merchant Establishment's further Covenants

7.1 Equipment and its operation

ME shall: -

- a.) Ensure that the equipment is maintained in good condition and used only in the manner and for the purposes as provided in this Agreement.
- b.) pay the Bank all the expenses that may be incurred by the Bank for the repairs, maintenance or replacement of the Equipment which has got damaged as a result of the improper handing by the ME;
- c.) Bear the costs, charges and expenses for electrical power or telephone lines in connection with the Equipment.
- d.) ensure the availability at all times during the business hours of a minimum of two of ME's staff trained to operate the Equipment;
- e.) report promptly to the bank a fault or suspected fault in the operation of the Equipment;
- f.) provide all reasonable assistance for the prevention and detection of fraud in respect of usage of Equipment and
- g.) Keep confidential the information received from the Bank in connection with the Equipment and not disclose it to other than its staff connected with the operation of the Equipment for effecting payments through it.

- h.) Not remove the Equipment from the place where they are originally deployed by the Bank.

7.2 Card Acceptance

ME shall:-

- a.) honour a valid Card when presented for Transaction;
- b.) Not engage in any practices and procedures that discriminates against, or discourages the use of Cards whether in favour of cash or any other competing card brand;
- c.) Not levy any service charges on the Card Holder for the use of the Card;
- d.) Not to place any minimum transaction limit for the use of valid card;

7.3 Transaction Handling

ME shall:-

- a.) enter into Transactions only in Indian Rupees unless previously permitted by the Bank;
- b.) Collect the days transaction Transaction paper roll/ sales invoices for accounting purposes; preserve copies of Chargeslips, Transaction paper rolls and sales invoices for a minimum one year and provide the same to the Bank within 3 business days from the date of Bank's request for such information and in case of failure to do so, refund the Transaction amount to the Bank;
- c.) provide in such form and manner as may be required by the Bank from time to time, information and related documentation in respect of transactions and
- d.) while presentation of any Transaction information, certify to the Bank that:-
 - i. All statements of facts contained therein are true and complete in all respects,
 - ii. ME has supplied goods or services to which the Transaction information relates and to the value stated therein and at a price not greater or not less favourable than the same price and terms at and on which such goods or services are supplied by ME for is not cash, unlawful.
 - iii. The Transaction information pertaining to each sale has been supplied only once, and
 - iv. That the sale of such goods and services is not unlawful.

7.4 Refunds:-

ME shall in the event that any goods are not received by a Card Holder or are rejected pursuant to noncompliance by the ME or pursuant to any terms of contract between the ME and the Card Holder or are otherwise lawfully rejected or are accepted for return and/or services paid for by the Card Holder are not performed or cancelled or the price is lawfully disputed by the card holder or price adjustment by the ME:

- a.) not to make any cash refunds to the Card Holder;
- b.) make all refunds to the Card Holder through the Bank as per the process communicated by the Bank;

c.) forthwith make Payment of the amounts to be refunded to the bank for onward credit to the Card Holder; or in the

alternative the Bank may in its discretion adjust all such amounts from the amount payable by it to ME or provide for other such procedure for refund, as the Bank may deem fit from time to time.

7.5 Customer Handling

ME shall

- a.) deliver to the Card Holder a true and completed copy of the Chargeslip;
- b.) if a card is left behind by the Card Holder in the Premises of the ME:
 - i. return it to the Card Holder subject to receiving the Card Holder's request in writing supported by evidence in support of identification; and
 - ii. forward it to the acquiring Bank, in absence of such request and evidence

7.6 Publicity

ME expressly agrees for the inclusion of ME's name in any directory or promotional material produced in connection with the Cards and to prominently display and maintain the Bank's promotional Material as supplied by the Bank from time to time.

7.7 Indemnity

The ME hereby indemnifies the Bank and keeps the Bank safe and harmless on demand in respect of any chargebacks, actions, claims, costs, damages, demands, expenses, losses and injuries made against, suffer or incurred by the Bank arising directly or indirectly from or in connection with:-

- a.) any Transaction or any other matter relating to this T&C;
- b.) failure by the ME (or any of ME's officers, employee or agent) to comply with the Provisions of this T&C;
- c.) the breach of contract or duty by the ME (or any of the ME's officers, employee or agent) to a Card Holder or any third party;
- d.) the misuse of the Equipment; and
- e.) any of ME's representations and warranties becoming false or untrue

This clause shall survive the termination of the relationship.

7.8 Confidentiality

ME shall not, without the prior written consent of the Bank and the Card Holder, use or Disclosure information of the Card Holder, Transactions or Equipment's to a Third Party unless such disclosure is compelled by law. This clause shall survive the termination of the relationship.

7.9 Chargeback

7.9.1 Any Transaction entered by ME in any of the following circumstances shall be the final responsibility of ME notwithstanding that the Transaction was accepted or

paid by the Bank and ME agrees to the Bank's charging back of the Transaction without any demur or protest:

- a.) not in conformity with the provisions of this T&C;
 - b.) using a Card listed on Warning Bulletin;
 - c.) where the date of Transaction is after the validity date shown on the Card;
 - d.) where the Card is altered or Mutilated or the Card face or signature panel strip is not normal;
 - e.) where the transaction is fraudulent, collusive, illegal or otherwise irregular in any manner whatsoever;
 - f.) incurred outside the territory authorized for use of Card;
 - g.) the signature of the Card Holder on the Chargeslip is not the same as on the Card;
 - h.) incurred by forgery of the Card Holder's signature on the Chargeslip;
 - i.) where the Chargeslip is incomplete or ineligible as to the name of the Card Holder or other details or does not bear the proper signature of the Card Holder or is otherwise irregular
 - j.) received by the bank after 5 days of its date appearing on the Chargeslip;
 - k.) which was previously billed by ME directly to the Card Holder;
 - l.) in excess of the floor limit not separately authorized
 - m.) any charge for merchandise or service sold or provided to the Card Holder at a price which is in excess of the advertised price or in excess of the price charged to the general public for the goods or services;
 - n.) for undelivered merchandise or service;
 - o.) Which the Card Holder refuses to pay because the merchandise or services were not as promised or were defective;
 - p.) Where the Card Holder asserts a claim for set-off or counter claim against ME or disputes his liability for any reason whatsoever
 - q.) Where the Card Holder asserts a claim for set-off or counter claim against ME or disputes his liability for any reason whatsoever;
 - r.) Where the Transaction is split by ME in more than one Transactions
 - s.) in respect of which a Card Holder's complaint or request for an adjustment has not been resolved; and
 - t.) Which is transacted, recorded or submitted otherwise than in accordance with the T&C
- 7.9.2 If the Bank is entitled to chargeback any Transaction or if the Bank is entitled to payment or reimbursement from ME of any amount under this T&C, the Bank may its discretion, give effect to such chargeback entitlement in any one or more of the following methods:
- a.) deduction of the relevant amount or any part thereof from any account whatsoever of ME with any branch of the Bank without prejudice or limitation to the Bank's right to set-off, transfer and applications of funds in law;

- b.) deduction of the relevant amount or any part thereof from any payments to ME;
- c.) billing ME for the relevant bill / amount or any part thereof and ME agreeing to pay the amount of the bill forthwith upon receipt of the same without any demur or protest;

7.9.3 Where ME is a partnership or proprietary concern and a partner (s) / the proprietor is in his individual capacity as a Card Holder, such partner/proprietor shall not use his Card for the purchase of goods from the member establishment and thereby seek to utilize from the payment received from the Bank against such purchases. Such Transactions shall not constitute valid charges and the Bank shall not be liable for payment of such Transactions

8. Bank's Covenants and Rights

8.1 Based on the Representations, Warranties, Indemnities and Covenants made herein by ME, Bank hereby permits ME to enter into Transactions through a valid Card using the Equipment in terms of the procedure stated hereinabove and pay to ME the amount of such Transactions subject to other terms and conditions.

8.2 The Bank reserves right to amend terms and conditions (or any procedures there under) from time to time at its sole discretion.

8.3 The Bank shall, towards Authorized Transactions complete in all respects, pay to ME by crediting the account of the ME with the Bank, the amount of Transactions net off

- a.) ME Commission, computed at the rate as stated in the Schedule, of the Transaction amount and
- b.) any other amount due by ME to the Bank.

8.4 No amount on a Transaction shall be payable by the Bank unless the Bank has received a receipt of that Transaction i.e.

- a.) in case of Transaction via electronic data capture terminals, the ME has used "Settlement function" on the electronic data capture machine and follows such further procedure as may be stipulated by the Bank from time to time;
- b.) in case of manually processed Transactions, the ME has made a physical presentment of the Bank's copy of chargeslip to the Bank at the designated branch of the Bank.

8.5 The Bank shall endeavor to make payments of amount when due to ME on Transactions within seven business days after receipt of the Transactions by the Bank, unless the ME is under termination notice period in which case the Bank shall endeavor to make such payments only

when it is successfully collected by the Bank from the Card issuer(s) and within one hundred eighty business days after receipt of the Transactions by the Bank.

8.6 The Bank shall be entitled, in case any refund by the bank exceeds the amount due to ME, to debit the amount by which the refund exceeds the amount payable to ME to the account of the ME and to recover it from ME.

8.7 Payment by the Bank shall be without prejudice to any claims or rights which the Bank may have against the ME and shall not constitute any admission by the Bank as to the performance by the ME of its obligations and the amount payable to the ME. The

8.8 Bank shall be entitled to setoff and deduct from the amounts payable to ME with:

- a.) The amount of refund due to any Card Holder in accordance with the Refund Procedure set out under this T&C;
- b.) Over payment made by the Bank due to errors or otherwise; and
- c.) Any other sum due from or payable by the ME to the Bank including without limitation any chargebacks herein.

8.9 If the Bank suspects that the ME has committed a breach of this T&C or has acted dishonestly or a fraud has been committed against the Bank or any Card Holder or third party, or has in connivance with any other person done the same or assisted in the same, the Bank shall be entitled to suspend all payment under this agreement to the ME, pending enquiries by the Bank.

8.10 Notwithstanding anything contain herein, where the Bank has reason to believe that any Transaction is fraudulently incurred, the Bank shall be entitled to withhold payment in respect thereof.

8.11 The Bank shall be, in relation to a Transaction, entitled at any time to refuse payment hereunder to ME or if payment has been made to debit ME's account or to seek immediate reimbursement from the ME towards the amounts paid, notwithstanding any Authorization given by the Bank to the ME if:

- a.) any Transaction entered into by ME is observed fraudulent, unlawful or unenforceable; information
- b.) provided by ME to the Bank in respect of the Transaction is not received in accordance with the Banks requirements; a
- c.) Chargeslip is generated outside the Premises; the price
- d.) charge for goods or services to the Card Holder is in excess of the advertised price;
- e.) the goods and / or services covered under a Transaction are rejected or returned or the Transaction or part thereof, is validly cancelled or terminated by the Card Holders if the ME fails to provide to the Card Holder's satisfaction goods or services to the Card Holder; the Card
- f.) Holder disputes the nature, quality or quantity of the goods and / or services covered by the Transactions

- g.) the Card Holder disputes or denies the Transaction or the sale or delivery of goods or provision of services covered by the Transaction with reasons therefore;
- h.) the Transaction appears more than once to Card Holder's account; the
- i.) Transaction is doubtful or erroneously paid to the ME; and any

- j.) other event or circumstance which the Bank shall from time to time notify to the ME in writing shall have occurred.

8.12 The Parties hereby mutually agree that the Bank, at the express request of ME, may, at its sole discretion, consider release of the amounts withheld by the Bank under clause Nos. 8.9, 8.10 or 8.11 subject to ME paying an amount upto maximum of 100 % of withheld amount, as may be decided solely by the Bank, towards penalty for non-compliances of the terms and conditions. ME hereby unconditionally & irrevocably agrees and undertakes that ME shall pay the said amount to the Bank on its first demand forthwith without demur and shall not contest, dispute, challenge or question such payment or quantum of the amount before any authority/courts/tribunal.

8.13 ME further agrees and undertakes that incase the transaction as mentioned under clause Nos.8.9, 8.10 and 8.11 above, turned to be a fraudulent one or any claim or objection is received by the Bank in respect of the said transaction after the release of the said amount as aforesaid, ME shall forthwith, on demand by Bank, make refund of the entire amount to the Bank as advised by the Bank, without demur and protest. In this connection, ME hereby authorize the Bank to debit his/her/its account maintained with the Bank for levy of penalty as well as adjusting the refund of the released amount

8.14 In addition to the general indemnity contained under this T&C, ME hereby specially agree to indemnify at all times and keep harmless the Bank from all claims losses, damages, costs, charges and expenses that the Bank may incur / suffer by reason of such release of payment and also from and against all suits or other actions that may be instituted, taken or preferred against the Bank by any third person or regulatory body.

8.15 Parties agree that the aforesaid clause Nos. 8.13& 8.14shall survive the tenure of this relationship either by termination or otherwise.

9. Termination

- a.) This relationship (ME Business) may be terminated by either party without assigning any reason whatsoever by giving to the other party a notice in writing of a minimum thirty days prior to the date proposed for termination.

- b.) The relationship (ME Business) may be terminated by the Bank forthwith by serving on ME a notice of termination without there being a necessity to give a prior notice thereof to ME upon happening of any of the following:

- i. if any of the ME's representation and warranties herein contained turn out to be incorrect or become untrue;
 - ii. if ME breaches any of the terms and conditions or procedures contained herein;
 - iii. if ME become bankrupt or insolvent or likely to be so in the sole discretion of the bank;
 - iv. if ME is, in the sole discretion of the Bank, involved in or has facilitated any suspicious transaction or fraud
- c.) In the event of termination of this relationship, the ME shall disclose all completed transactions to the Bank.
- d.) Upon termination, the ME shall forthwith, and at his own expense, return to the Bank the Equipment and all related documentation as may be required by the Bank. In case merchant doesn't surrender the EDC terminal, cost of the same shall be recovered from his account.
- e.) Terminators shall not affect any liabilities incurred prior to it nor any provision expressed to survive or be effective on termination continue to remain in full force and effect notwithstanding termination.
- f.) The Bank may in its discretion suspend the authority of the ME to enter into a Transaction after service of notice of termination by either party.

10. Period of Agreement

This T&C shall continue to remain in force until and unless otherwise terminated pursuant to the provisions thereof.

11. Waiver

Not exercising or delay in exercising any power or remedy accruing or available to the Bank hereunder or any other documents pursuant hereto shall not impair or prejudice any such right, power or resource and shall not be construed to be a waiver thereof or any acquiescence therein.

12. Severability

If provision of this T&C is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

13. Jurisdiction ,

All Disputes and differences relating to this Agreement, Transactions thereunder and any other matters related thereto or as to the interpretation or enforcement of this T&C shall be subjected to the exclusive jurisdiction of the courts in Mumbai to the exclusion of any other courts.

14. Force Majeure

If at any time during the term of this relationship the performance in whole or in part of either party's obligation under this agreement is prevented or delayed by any reason beyond the control of the Parties hereto, including but not limited to fire, storm, flood, earthquake, explosion, accident, military operation, war rebellion, riot wreck, epidemic, embargo any virus in the system, any other electronic delay, or any laws, regulations or other Governmental actions, neither party shall be entitled to terminate this T&C nor shall either party have any claim for damages against the other in respect of such non-performance or delay in

performance, and shall be entitled to resume as soon as practicable after any such event has come to an end or ceased to exist, provided that if the performance in whole or part of any obligations under this agreement is prevented or delayed by reason of any such event for a period exceeding ninety days, the parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the parties cannot with reasonable diligence be expected to continue performance such party may at its option elect to terminate this agreement or such part thereof as can be severed thereof without effecting the performance of the remaining portion.

15. General

- a.) The ME shall not and the Bank shall be entitled to transfer or assign its rights or obligations under this Agreement.
- b.) Any request, approval, demand, waiver or other notice hereunder shall be in writing and deemed to be given on the date on which it is delivered in hand, received via registered mail and addressed to the respective addresses of parties set forth above unless such addresses are changed by written notice to the other party.
- c.) This agreement including the schedule contains the entire T&C between the parties representing the subject matter thereof.
- d.) The headings of the articles and other sub-division of the T&C are for convenience only and bear no effect on the interpretation thereof.
- e.) The Bank reserves the right at all times to amend the terms and conditions hereof (including procedures stated hereunder) which will become effective upon such amendment.
- f.) In this T&C , if the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular shall include the plural and vice versa.
- g.) The Bank reserves it right to deinstall any terminals which are lossmaking or where rentals are pending at anytime and ME is bound to handover the terminals in good working condition as well as clear any pending charges/rent e.t.c.

16. Multi Currency Acquiring

- a.) ME will acknowledge and accept that the Exchange Plus Dynamic Currency Conversion service option can be selectively offered to cardholders as a valuable tool to make informed payment choice while traveling outside their respective home country, and that the Exchange Plus Dynamic Currency Conversion service option will be only offered as a choice and not as the default selection.
- b.) ME agrees & undertake to ensure that the Cardholder/s will be appropriately and suitably informed that Exchange Plus Dynamic Currency Conversion service is an optional service, highlighting the choice of currencies that they get.
- c.) ME also undertake that we will not use language or procedures that will make paying in Indian Rupees difficult, or otherwise cause Cardholders to choose Exchange Plus Dynamic Currency Conversion service by default.

- d.) ME unequivocally agree and undertake to inform the Cardholder of the exchange rate used in Exchange Plus Dynamic Currency Conversion service transactions.
- e.) ME agrees & undertake to inform the Cardholder that the choice of currency decided between the Merchant and the Cardholder is Final.
- f.) ME agrees & undertake to inform the Cardholder that the Exchange Plus Dynamic Currency Conversion service is being provided by us and our Acquiring Bank (“the Bank”) and not by Visa.

17. Cash at POS:-

- a. ME would provide this service only to cardholders carrying Debit Cards issued in India.
- b. The maximum amount that can be withdrawn at POS terminals per debit card cannot exceed the limit specified by IDBI Bank (which is presently Rs.1000 per day).
- c. The facility will be available irrespective of cardholder making a purchase or not.
- d. All Cash at POS transactions would require the cardholder’s signature on the Charge slip.
- e. If a PIN entry is required in a Cash at POS transaction, the same will be captured.
- f. The Card will not be swiped twice in case of purchase with cash transactions.
- g. ME will not process a credit/refund transaction for the cash element of the transaction.
- h. All the chargeback rules as described in the Master Merchant Agreement would be applicable to the merchant and the cardholder independently for any type of Cash at POS transactions.
- i. ME will not specify any floor limit for the Cash at POS Transactions.
- j. ME would not charge any additional service fees or surcharge from the cardholder for providing the service.

18. Compliance and Data Security Standards:

ME shall comply with provisions contained in Payment Card Industry - Data Security Standards ("PCI-DSS") PA DSS and PCI PED, as published on www.paymentcardindustry.com. As part of PCI DSS obligations among other things, ME shall not store card authentication information (Track2, CVV, PIN and PIN Block) and shall also eliminate/minimize storage of Valid Card Information (Name, Expiry date) in electronic or paper form. In addition, ME shall carry out quarterly vulnerability scans as prescribed by PCI Security Standard Council ("PCI SSC") in approved scan vendor scan procedures and send scan report to the Bank. As per regulations issued by Visa/MasterCard/Amex/Discover/JCB, the High Risk Merchants and Merchants carrying on transactions above the limits, decided by PCI SSC will have to get their controls validated through an external audit by a qualified security assessor. ME will not divulge

cardholder information to any other entity/individual except law enforcement agencies and regulators under any circumstances.

19. DECLARATION

19.1 The Merchant hereby irrevocably and unconditionally declares, confirms and agrees as under:

19.2 The Merchant has carefully read the Terms and Conditions and Schedule of Charges as applicable and the Merchant hereby agrees, undertakes and accepts the same. The Merchant hereby confirms that the form for the Application to the Bank has been filled by the Merchant.

19.3 The Merchant hereby represent that all the particulars and information provided in the Application (including all documents referred or provided therewith) are true, correct, complete and up-to-date in all respects, and the Merchant has not withheld any information. The Merchant shall inform the Bank immediately regarding any change in any of the information provided by the Merchant in the Application. The Merchant agrees and undertakes to provide all such further information that the Bank may require, from time to time.

19.4 The Merchant understands that the Bank reserves the unqualified right to reject the Merchant's Application without providing any reason. The Merchant agrees and understands that the Bank reserves the right to retain the Application and all documents provided therewith. The Merchant is aware that the submission of the completed Application, this declaration and all other documents/ information that the Bank may require, does not result in automatic or deemed approval by the Bank for provision of the ME Business, the provision of which shall be at the sole discretion of the Bank. The Merchant shall not hold the Bank liable for any loss, damage or delay caused to the Merchant due to the Bank rejecting its Application. The Bank's decision in this regard shall be final.

19.5 The Merchant hereby authorizes the Bank or its agents to make all references and enquiries which the Bank may consider necessary in respect of or in relation to any information provided in the Application, and the Merchant agrees and undertakes to provide full co-operation in this regard.

19.6 The Merchant authorizes the Bank to exchange, share or part with all the information, data or documents relating to the Merchant's Application, with other its group companies, other banks, financial institutions, credit bureaus, agencies, regulator, governmental authorities or such other persons as the Bank may deem necessary or appropriate, for processing of the said information/ data by such persons or otherwise for any other use/

purpose, and the Merchant shall not hold the Bank liable for the use/ sharing of such information by either the Bank or such third parties.

19.7 The Merchant authorizes the Bank unconditionally and irrevocably to debit any and all amounts as may become payable by the Merchant in respect of the Transactions as per the Terms and Conditions and Schedule of Charges .
