

Last Updated on 11th April, 2017

Terms & Conditions for Merchants

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. By registering at Our Site as a Merchant and using the Services, You signify Your unconditional acceptance of these T&Cs and any other policies and guidelines of the Site that are incorporated herein by reference, and You also hereby signify Your agreement to be legally bound by the same.

1. Definitions.

All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:

1.1 "**Act**" shall mean the Payment and Settlement Systems Act, 2007 and any amendment, modification or re-enactment of the same, or any other succeeding enactment for the time being in force.

1.2 "**ANI**" shall mean **ANI Technologies Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at, Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore – 560034.

1.3 "**Applicable Laws**" shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court.

1.4 "**Customer**" shall mean the holder of OLA Money Wallet.

1.5 "**Force Majeure Event**" shall mean and include any event beyond the reasonable control of the Parties and events other than those caused due to breach of any provision of this Agreement or inaction of either Party, including fire, accident, riots, flood, earthquake, storm, or any other natural calamity, terrorist activities, war, insurgency activities, any governmental or municipal action.

1.6 "**Merchant**" or "**You**", "**Your**" or "**Yourself**" shall mean an individual or organization that accepts payment for their products/services through OLA Money Wallet and who has accepted to this T&C.

1.7 "**Merchant Account**" shall mean the account created by a Merchant on the Site.

1.8 **“Merchant Services”** shall mean the products/services offered or provided by the Merchant through the Merchant Site.

1.9 **“Merchant Site”** shall include, but not be limited to, Merchant’s mobile application, website, mobile website or POS devices at the Merchant’s outlets.

1.10 **“OLA Money Wallet”** shall mean the pre-paid instrument issued by Zipcash under co-branding arrangement with ANI.

1.11 **“POS” shall mean point of sale.**

1.12 **"RBI"** shall mean the Reserve Bank of India.

1.13 **"RBI Regulations"** shall mean the Act and regulations made thereunder, the Issuance and Operation of Pre-paid Payment Instruments in India (RBI) Directions, 2009 and any notifications, master circulars, instructions or guidelines issued and updated by the RBI from time to time, in relation to the same.

1.14 **"Services"** shall mean the facilitation of payments to the Merchant for the products/services availed by the Customer using OLA Money Wallet and enabling receipt of such payments by the Merchant.

1.15 **“Site”** shall mean to include www.olamoney.com and such other websites and mobile applications as may be developed by Zipcash, whether by itself or in consultation with ANI from time to time.

1.16 **"Terms and Conditions for Merchants"** or **"T&Cs"** shall mean these terms and conditions which are available on the Site and which must be accepted by You for the use of the Services.

1.17 **“Transaction”** shall mean every payment request/order placed by the Customer using OLA Money Wallet.

1.18 **"We", "Our" or "Us"** refers to Zipcash.

1.19 **“Zipcash”** shall mean Zipcash Card Services Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 323, Corporate Centre, Nirmal Lifestyle, LBS Marg, Mulund West, Mumbai, Maharashtra, 400080. Zipcash is an authorized payment and settlement systems operator under the provisions of the Act and has been granted approval by the RBI to issue a co-branded pre-paid payment instrument.

2. Interpretation.

2.1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.

2.2. Headings and captions are used for convenience only and will not affect the interpretation of these T&Cs.

2.3. Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assignees. Similarly, any reference to a juristic person (such as Zipcash) will, unless repugnant to the context, include its affiliates, successors and permitted assignees.

2.4. Zipcash and the Merchant are individually referred to as a “Party” and collectively as the “Parties”.

3. Eligibility.

3.1. You will not be eligible to be registered as a Merchant unless:

3.1.1. You have attained 18 (eighteen) years of age;

3.1.2. You can lawfully enter into and form contracts under Applicable Laws and have all requisite right, power and authority to perform Your obligations as a Merchant;

3.1.3. You do not provide any of the goods and services listed in **Schedule I**, which are banned under Applicable Laws (“**Banned Goods/Services**”).

3.1.4. You provide goods and services within India; and

3.1.5. You receive payments in Indian Rupees.

3.2. You may apply or continue to be a Merchant only as long as You satisfy the criteria provided in Clause 3.1.1 to 3.1.5 above.

3.3. We reserve the right to terminate the Merchant Account at any time if We have reason to believe that a Merchant Account is being used by a person who is not eligible.

4. Registration as a Merchant.

4.1 To register as a Merchant, You must provide Your name, valid and functional e-mail address, phone number and such other details as maybe requested from You (“**Registration Data**”).

4.2 The Registration Data provided by You must be accurate, complete, correct, current and true. We shall bear no liability for false, old or incorrect Registration Data provided by You. Further, You shall indemnify Us against all damages, liabilities, costs and expenses that may be

suffered or incurred by Us as a consequence of inaccurate or incomplete information provided to Us by You.

4.3 You will have to create an ID and password at the time of registering on the Site. You shall be solely responsible for maintaining the confidentiality of Your ID and Password and You shall be responsible for all activities that occur under Your ID and Password. We shall not be liable for any claims, damages, liabilities etc. that may be suffered by You or any third party as a consequence of any unauthorized use of Your account, and You shall be solely liable for the same.

4.4 You hereby expressly consent to receive communications from Us to Your registered phone number and/or e-mail id.

4.5 By registering for a Merchant Account, You agree to the following:

4.5.1 To provide information to Us that We have a legal duty to request from a Merchant on account of the Know Your Customer norms (“**KYC Norms**”) prescribed under the RBI Regulations; and

4.5.2 To undertake due diligence and update Yourself on the RBI Regulations and other Applicable Laws that may have implications on Your Liability as a Merchant; and

4.5.3 That the intellectual property rights in relation to the Ola Money Wallet made accessible to You under this Agreement for the transactions contemplated herein and the Content (as defined below) provided by Zipcash to the Merchant shall at all times remain vested in and continue to be owned solely by Zipcash.

4.6 Upon accepting to these T&C, You will become a Merchant and will be entitled to avail the Services, subject to these T&C.

5. USE OF SITE

5.1 The Merchant agrees and understands that Zipcash and the Site provides certain services to its Customers and registered users and persons browsing/visiting the Site. All items advertised / listed and the contents therein may include content advertised and listed by registered users and third party user generated content. Zipcash has no control over such third party user generated content.

5.2 The Merchant shall not attempt to gain unauthorized access to any portion or feature of the Site, other systems, networks connected to the Site, server, computer, network, or the services offered on or through the Site by hacking, password ‘mining’, or any other illegitimate means.

5.3 The Merchant shall not probe, scan or test the vulnerability of the Site or any network connected to the Site or breach the security, authentication measures on the Site or any

network connected to the Site. The Merchant may not reverse look-up, trace or seek to trace information on any other user or visitor to the Site (including any account on the Site that is not owned by the Merchant) or to its source or exploit the Site, any service, information made available, or offered by or through the Site in any way where the purpose is to reveal any information (including but not limited to personal identification or information other than its own information) provided by the Site.

5.4 The Merchant shall not make any negative, denigrating, or defamatory statement(s)/comment(s) about Zipcash, the brand name or domain name used by Zipcash or otherwise engage in any conduct or action that might tarnish the image or reputation of Zipcash or otherwise tarnish or dilute any trade mark, service marks, trade name and/or goodwill associated with such trade, service marks or trade name as may be owned or used by Zipcash. The Merchant agrees that the Merchant will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site and /or Zipcash's systems, networks, or any systems or networks connected to Zipcash/ Site.

5.5 The Merchant agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, any transaction being conducted on the Site or any other person's use of the Site.

5.6 The Merchant may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message that the Merchant sends to Zipcash on or through the Site, or any service offered on or through the Site. The Merchant shall not pretend that it is or represents someone else, or impersonate any other individual or entity.

5.7 The Merchant may not use the Site or any content for any purpose that is unlawful or prohibited by the T&Cs or to solicit the performance of any illegal activity or other activity which infringes the rights of Zipcash or others.

5.8 The Merchant agrees that it shall be responsible for providing information relating to the products/services proposed to be sold/ offered by the Merchant. In this connection, the Merchant undertakes that all such information shall be accurate and complete in all respects. The Merchant shall not exaggerate or over emphasize the attributes of such products/services.

5.9 The Merchant shall not transmit any chain letters or unsolicited commercial or junk email to other users via the Site. It shall be a violation of the T&Cs to use any information obtained from the Site in order to harass, abuse, or harm others or contact, advertise and sell to or solicit persons other than those who have chosen to buy from the Merchant. In order to protect Our users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails, which a Merchant may send to other users in any 24-hour period, which We deem appropriate at Our sole discretion. The Merchant understands that Zipcash has the right at all times to disclose any information (including the identity of the persons who have provided information or material on the Site) as necessary under Applicable Laws. This may

include, without limitation, disclosure of the information in connection with the investigation of an alleged illegal activity and/or response to a lawful court order or subpoena.

In addition, Zipcash can (and the Merchant hereby expressly authorizes Zipcash to) disclose any information about the Merchant to law enforcement or other government officials, as We, at Our sole discretion, deem necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. Zipcash reserves the right, but has no obligation, to monitor the material posted on the Site. Zipcash shall have the right, at its sole discretion, to remove or edit any content that violates or is alleged to violate any Applicable Laws or the spirit or letter of these T&Cs. Notwithstanding this right, the MERCHANT REMAINS SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIAL THE MERCHANT POSTS ON THE SITE AND IN THE MERCHANT'S PRIVATE MESSAGES. Please be advised that such content posted does not reflect Zipcash's views. In no event shall Zipcash assume or have any responsibility or liability for any content posted on the Site or for any claims, damages, or losses resulting from its use of, and/or appearance of it on, the Site. The Merchant hereby represents and warrants that the Merchant has necessary rights to all the content/ information that the Merchant provides and that such content/ information shall not infringe any proprietary or other rights of Zipcash and/or any third parties or contain any misleading, libelous, tortious, or otherwise unlawful information.

5.10 The Merchant hereby agrees that its correspondence or business dealings with or participation in the promotion of advertisers on or through the Site (including payment and delivery of related services, any other terms, conditions, warranties, or representations associated with such dealings) are solely between the Merchant and such advertisers. Zipcash shall not be responsible or liable for any loss or damage of any sort incurred as a result of such dealings or the presence of such advertisers on the Site. Zipcash shall not be required to mediate any dispute, if any, between the Merchant and such advertisers.

5.11 It is possible that other users (including unauthorized persons or 'hackers') may post or transmit offensive or obscene material on the Site and that the Merchant may be involuntarily exposed to such material. We do not approve of such unauthorized uses and shall not be responsible for the same.

6. Non-Working Days.

6.1. Zipcash is reliant on third parties including banks to deliver timely Services. Since, Zipcash cannot control the actions of such third parties, Zipcash will not be responsible to render Services or process payments or refunds on the following days ("**Non-Working Days**"):

6.1.1. days which are declared as holidays by the RBI, and any other day which is declared a holiday by Us.

6.1.2. Saturdays and Sundays and days declared as holidays on account of bandhs or festivals in any State or Union Territory in India. We will continue to render Services which

do not involve that particular State or Union Territory in which a holiday has been declared on that day.

7. Right to use logos.

7.1. Nothing contained in these T&Cs constitutes a license in favor of the Merchant to use trademarks, service marks or logos and/or any other marks, owned by Zipcash that may be reflected on the Site ("**IPR**"). Any use by a Merchant of IPR will be as per this T&C or otherwise shall be only with the prior written permission from Us.

7.2. You acknowledge that We are the sole and exclusive owner of Our IPR's and agree that You will not contest the ownership of the said IPR's for any reason whatsoever.

8. Prohibition against offer of Banned Goods/Services.

8.1. If We have any reason to believe that a Merchant is offering any Banned Goods/Services for sale to Customers, We reserve the right to forthwith terminate the engagement with You and/or Your registration on the Site as a Merchant.

8.2. We rely on Your representation that You do not and will not offer Banned Goods/Services to the Customers.

9. Charges and Settlement of Accounts.

9.1. We shall settle funds to the Your bank account provided by You in writing, in [T + 2] business days, where T is the date of the transaction. In consideration of the Services, Zipcash shall be entitled to charge the Merchant a transaction discount rate ("**TDR**") (exclusive of all applicable taxes, which shall be additionally chargeable) on the payments collected through OlaMoney Wallet for each successful transaction in the Merchant Site, and such TDR shall be as agreed to by You in the Merchant onboarding form. The details of charges levied by Zipcash, including but not limited to the TDR, shall be as per clause 9.2. These charges, including the TDR, may be modified from time to time by Zipcash by issuing fifteen (15) business days' advance written notice to the Merchant.

9.2 By registering for or using the Services, You authorize Zipcash to make deductions from the amounts due and payable to You, which includes the following:

9.2.1. TDR;

9.2.2. service tax and other applicable taxes,

9.2.3. refund(s), chargebacks, and any other amounts due and payable by You to Us in terms of the T&Cs and any Applicable Laws (deductions specified under sub paragraph 9.2.1, 9.2.2 and 9.2.3 shall be collectively referred to as "**Deductions**")

9.3. Any payments made to You will always be subject to applicable Deductions.

9.4. You agree and undertake to execute all authorizations and writings, as may be required by Zipcash from time to time to make the Deductions.

9.5. You agree and acknowledge that any payment made to You is without prejudice to any claims or rights that We may have against You and such payments will not constitute any admission by Us as to the performance by You of Your obligations under these T&Cs.

9.6. Notwithstanding anything contained in these T&Cs, where ZipCash has reason to believe that any charges/debits have been fraudulently incurred ("**Suspect Charge**"), Zipcash will always be entitled to deduct an amount equivalent to the Suspect Charge from the amount payable to You and after investigation by Zipcash, if the Suspect Charge is proved to be a fraudulent charge ("**Fraudulent Charge**"), we shall transfer the same to the OLA Money Wallet of the Customer in question.

9.7. If after due inquiry and investigation by Us, We determine that the charge/debit is a valid charge and not a Fraudulent Charge, Zipcash will release the withheld payment to the Merchant.

9.8. We will communicate to You if any interest is payable by You to Us for the Suspect Charge or any other payments withheld under the provisions of these T&Cs.

10. Refunds and Chargebacks.

10.1. Zipcash shall provide You access to the console where You will be able to initiate requests for refunds and cancellation of Transactions ("**Request**") and to check the status of each refund and cancellation requests.

10.2. If You agree to process the Request, ZipCash shall deduct the amount of refund or cancelled payment ("**Refund Amount**") from the amount payable to You and transfer the Refund Amount to the OLA Money Wallet of the Customer in question.

10.3. If We receive a Request, We will forward the same to You. Promptly upon receipt of the Request, You will notify Us as to whether You are agreeable to process the Request or not. In case You are agreeable to it, the provision of 10.2 will apply, to the extent applicable.

10.4. In the event, You do not agree to process the Request, without providing a valid reason for the same, ZipCash shall reserve the right to either deduct the Refund Amount from the amount payable to You and/or claim a refund from You, after transferring the said amount to the Ola Money Wallet of the concerned Customer as per Clause 10.5 below.

10.5. If You and the Customer are unable to arrive at a satisfactory resolution of a problem within a period of 14 (fourteen) days of such Request, We shall be entitled to make a direct credit to the disputing Customer's OLA Money Wallet for the disputed amount. Such a deduction from the amount payable to You and the direct credit to the disputing Customer's Ola Money Wallet account shall not be disputed by You in any manner whatsoever.

10.6. If the Customer and the Merchant arrive at a settlement within the said 14 (fourteen) day period, Zipcash shall deal with the said moneys in accordance with the terms of the settlement arrived and informed to Zipcash with a prompt written notice on the date of settlement.

10.7. If at any time the amount due to You under this T&C is not sufficient to adjust the Refund Amount, then Zipcash reserves the right to:

10.7.1. deduct the amount from any subsequent payments to be made to the Merchant;

10.7.2. deduct the amount from the security deposit, if any; and

10.8. The Merchant will make provisions at the earliest for the amount payable to Zipcash under the T&Cs. If the Merchant fails to pay the amount within 15 (Fifteen) days from the date it is due for payment, the Merchant will be liable to pay interest as per standard bank rates in India.

10.9. You will not be entitled to make cash refunds or cancellations or to deal directly with the Customer. If the Merchant makes or attempts to make a refund in connection with the Transaction, in any manner other than through Us, it will constitute a breach of these T&Cs and in such an event We shall have a right to terminate the engagement with You and/or remove You as a registered Merchant on the Site.

10.10. All chargeback requests received by Zipcash from payment gateways for Merchant orders will be communicated to the Merchant, and the Merchant will have the ability to dispute the chargeback by providing proof of delivery within 7 (Seven) days from the date of communication. However, Zipcash will have the right to deduct the chargeback amount from Zipcash daily settlements *vis-à-vis* the Merchant, as and when such amount is deducted by the payment gateway.

11. Undertakings, Covenants and Obligations of the Merchant

11.1. Any attempt to divert the Customers to another site is prohibited. Any advertisements or marketing messages that lead, prompt or encourage the Customers to leave the Site are prohibited. The Merchant shall not:

11.1.1 Include hyperlinks or URLs within any confirmation email messages generated by the Merchant intended to divert the Customers away from the Site.

11.1.2 Use an inaccurate business name. The business name used by the Merchant shall accurately identify the Merchant and shall not be misleading. The Merchant shall ensure that the Merchant has the right to use the business name and the name, trademark or logo does not infringe the intellectual property rights of Zipcash and/or any third party.

11.1.3 Send inappropriate email communications to the Customers. The communications, if any, shall be courteous and relevant. Unsolicited email communications to Customers or emails containing marketing communications of any kind, except as expressly permitted by Us, shall be prohibited;

11.1.4 Register multiple accounts for the same business entity. If You have a legitimate business need for a second account, You shall make a written application for the same to Us. Based on various standards, including but not limited to, good standing account with excellent Customer relationship, We may, at Our sole discretion, approve the registration of the second account.

11.2. The Merchant represents that the advertisement materials and its contents (“**Content**”) if any, provided by Zipcash, shall only be used for advertising the OlaMoney Wallet in the Merchant Site and will not be used for any other purposes, unless authorized by Zipcash in writing. The Merchant shall at all times adhere to the branding related instructions provided by Zipcash from time to time.

11.3. The Merchant agrees to avail the Services and integrate the Ola Money Wallet on the Merchant Site to provide Ola Money Wallet as a payment option for its Customers. The Merchant shall be responsible for the integration, at its own cost and shall be liable for any default or issues as regards the integration between the Merchant and Zipcash. The Merchant shall use the Services provided by Zipcash under this Agreement only for Merchant Site and for no other website or platform.

11.4. The Merchant shall at all times provide on-going support and maintenance to ensure the functioning of and the use of the Ola Money Wallet by all the Customers.

11.5. During the validity of these T&Cs, the Merchant shall allow the Customers to make payment through Ola Money Wallet for purchase of Services through the Merchant Site.

11.6 The Merchant warrants that it has full right and/or authority to offer the Services. The Merchant confirms that the Services shall at all times be marketed and/or distributed as the Services marketed solely by the Merchant and the Merchant shall take all necessary steps/precautions to ensure that the Services are not mistaken or misrepresented as being associated with being sold, marketed or offered for sale by Zipcash.

11.7. The Merchant shall duly intimate Zipcash of any change of its ownership or legal status or cessation of business.

11.8. The Merchant shall furnish forthwith upon request by Zipcash, the original/ copies of proof of Transaction, invoices or other records of Merchants pertaining to any order placed by the Customer.

11.9. The current version and all future additions and alterations or advanced versions of the Ola Money Wallet shall be supported by the Merchant. The Merchant shall ensure its support for the implementation/integration of the upgraded version of the Ola Money Wallet at the Merchant Site at no additional cost to Zipcash.

11.10 The Merchant shall not do any act or conduct any activity that could adversely affect the goodwill/reputation of Zipcash or which would adversely affect the interests of Zipcash.

11.11. The Merchant shall co-operate with Zipcash in carrying out any tests that are necessary to verify that the integration can be provided at the levels and standards agreed between the Parties.

11.12. If the Merchant decides to use a third party to provide any new system for the POS device, it shall seek prior written approval from Zipcash, and the Parties shall mutually agree on the coordination required for implementation and the maintenance of the new system/services after implementation. The Merchant shall however, at all times continue to be responsible and liable to Zipcash for the purposes of the Agreement.

11.13. The Merchant shall adopt all such measures and have in place all such systems as maybe required to ensure the uninterrupted integration of the Ola Money Wallet on the Merchant Site.

11.14. The Merchant shall be solely responsible for compliance of legal and regulatory requirements applicable to its business and in no event shall Zipcash be held liable for any non-compliance and/or breach of Applicable Laws by the Merchant and/or its employees and representatives. Also, the Merchant undertakes not to carry on activities, which are banned or illegal or immoral under the Applicable Laws and under these T&Cs.

11.15. The Merchant agrees to inform and consult with Zipcash, with a prior written notice of 30 (thirty) days before making any changes to its Merchant Site, including POS device, and/or any other information technology systems which are integrated with Ola Money Wallet, to ensure that communication between both systems are not interrupted.

11.16. The Merchant undertakes, agrees and accepts to adhere and abide by this T&C.

11.17. Neither Party shall enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or on behalf of Zipcash without Zipcash's prior written consent.

11.18. The Merchant hereby acknowledges and agrees to the following:

- i. All commercial/contractual terms to the Customer are offered by the Merchant and agreed upon between the Merchant and Customers alone. The commercial/contractual terms include (without limitation) price, shipping costs, and mode of delivery, warranties and after-sales services related to the Merchant Services. Zipcash does not determine, advise, have any control, or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Merchant and the Customer.
- ii. Zipcash does not make any representations or warranties regarding the Merchant Services such as quality, value, and salability, etc. proposed to be sold/ offered on the Merchant Site. Zipcash does not implicitly or explicitly support or endorse the sale or purchase of the Merchant Services on the Merchant Site. Zipcash does not accept liability for any errors or omissions, whether on behalf of itself or any third party in relation to the same.
- iii. Zipcash shall not be responsible for any non-performance or breach of any contract between the Merchant and its Customers. Zipcash cannot and does not guarantee that the Merchant and its Customers concerned will perform the obligations concluded on the Merchant Site. Zipcash shall not and is not required to mediate or resolve disputes or disagreements between the Merchant and its Customers.
- iv. Zipcash does not make any representations or warranties in relation to any of its Customers. Merchant shall be required and advised to independently verify the bona fides of any particular Customer that the Merchant chooses to deal with on the Merchant Site.
- v. At no time shall Zipcash hold any right, title or interest in the Merchant Services or have any obligations or liabilities with respect to such a contract between the Merchant and its Customer. Zipcash shall not be held responsible for unsatisfactory or delayed performance of the Merchant Services, any damages, or delays as a result of items which are out of stock, unavailable, or back-ordered.
- vi. The Merchant shall ensure adequate supervision for the performance of its obligations set out in the this T&C. Any deficiencies in the performance of the Merchant's obligations under this Agreement shall be rectified immediately and not later than 30 (thirty) days when intimated in writing by Zipcash.
- vii. Zipcash only provides the Wallet Services to facilitate the payments by a Customer to the Merchant and it is agreed that the contract for sale of any Services shall be a strictly bilateral contract between the Merchant and the Customer.
- viii. Zipcash shall not be bound by any declaration or undertaking given by the Merchant to any authority or the Customers on its own account.
- ix. The Merchant shall comply with the Applicable Laws for fulfilling the obligations under this T&C.

12. Revision of T&Cs

We reserve the right to change any of the T&Cs and any policies or guidelines governing the Site or Services, at any time and at Our sole discretion. Any changes will be effective upon posting of the revisions on the Site. The continued use of the Site by You post such revision, shall result in the new/ modified terms being binding on You. You can determine when Zipcash last modified these T&Cs by referring to the "Last Updated" legend above. It shall be Your responsibility to check these T&Cs periodically for changes.

13. No Warranties

The Site and the Services are provided on an "as is" basis. We do not make any other representations or warranties of any kind, express or implied, including without limitation that the Site or the Services will meet Your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error, or that any errors would be rectified by Us. We further do not represent that the information provided on the Site is complete. We further do not warrant the Site or the Services made available to You, the servers, or electronic communication sent from Zipcash are free of Viruses or other harmful components. Zipcash shall not be held responsible for non-availability of the Site during any maintenance operations or any unplanned suspension of access to the Site which may be a result of any technical reasons or for any other reason beyond Zipcash's control.

14. General Release

14.1. We only provide a technology for facilitating the payments made by the Customer for the products/services purchased from the Merchant. We are not involved in the transaction between the Customer and the Merchant and We do not provide any warranty or endorse the product sold by You.

14.2. We are not responsible for any non-performance or breach of any contract between You and Customers.

14.3. At no time shall We hold any right/title to or interest in the products/ services sold by You nor have any obligations or liabilities with respect to the arrangement between You and the Customer. We are not responsible for unsatisfactory or delayed performance of services, damages, or delays as a result of products being out of stock, unavailable, or back-ordered.

14.4. Notwithstanding its reasonable efforts in that behalf, We cannot control the information provided by other users which is made available on the Site. You may find other user's information to be offensive, harmful, inaccurate or deceptive. Please use caution and practice safe trading when using the Site. Please note that there may be risks of dealing with people acting under false name/details etc.

14.5. If a dispute arises between You and the Customer, Zipcash shall not be responsible for any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way

connected with such disputes. We shall not and are not required to mediate or resolve disputes or disagreements between You and the Customers.

15. Indemnity

15.1. You will defend, indemnify and hold harmless ZipCash, and each of Our affiliates (and the respective employees, directors, agents and representatives of Zipcash and Our affiliates) from and against any and all Claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) that arises out of or relates to:

15.1.1. refund, chargebacks and cancellation of payments;

15.1.2. any actual or alleged breach of Your representations or obligations;

15.1.3. any transaction that is for any reason unlawful or unenforceable;

15.1.4. any transaction that is posted more than once to Customer's account;

15.1.5. any transaction that is doubtful or erroneously paid to You;

15.1.6. sale of Banned Goods/ Services; and

For the purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by any person or entity.

15.2. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE T&Cs, EVEN IF WE HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

15.3. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR ACCOUNT ON THE SITE. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU, FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE, REGARDLESS OF THE FORM OF ACTION, EXCEED INR 1000/- (RUPESS ONE THOUSAND ONLY).

16. Violation of T&Cs

You agree that Zipcash may, in its sole discretion and without prior notice, terminate Your access to the Site for cause, delist You and/or block Your access (*in whole or part*) to the Site if We determine that You have violated these T&Cs. You agree that such violation will cause irreparable harm and injury to Zipcash, for which monetary damages would be inadequate, and Zipcash may obtain any injunctive/ equitable or other suitable relief as it deems fit. Such remedies shall be in addition to other remedies that Zipcash may have at law or in equity.

17. Termination

17.1 If You want to terminate Your agreement with Us, You may do so by: (i) closing Your account on the Site; and (ii) not accessing the Site.

17.2 In addition to the provisions contained in these T&Cs, Zipcash may, at any time, with or without notice, terminate the arrangement with You and/or suspend/ terminate Your access to or use of the Site, if:

17.2.1 You breach any of the terms of these T&Cs, the privacy policy or any other terms, conditions, or policies that may be applicable to You from time to time;

17.2.2 Zipcash is required to do so by law;

17.2.3 Zipcash has elected to discontinue, with or without reason, access to the Site, Services or any part thereof; or

17.2.4 For any other reason as it deems fit.

17.3. Termination of a Your account may include: (i) removal of access to the Site or with respect to the Services; (ii) deletion of Your records and account information, and all related information, files and materials; and (iii) prohibiting further access/ use of the Site and Services. You will not have any right or remedy against Zipcash for deletion of Your account or denial of access to the Site. Such termination/ suspension shall not relieve You of any liability that You may have incurred or may incur in relation to use of Site/ Services, prior to such termination.

17.4. Zipcash shall not be liable to You or any third party for any termination of Your account, or Your access to the Site and Services.

17.5. Consequences of Termination:

- i. A termination of the arrangement under these T&Cs between Zipcash and You shall not affect: (i) any obligations/liabilities incurred prior to such termination; or (ii) any provision expressed to survive or to be effective on expiry/termination, and this clause shall remain in full force and effect notwithstanding termination.
- ii. The Merchant shall forthwith cease to use Zipcash's intellectual property rights, OlaMoney Wallet and any related rights and assets.
- iii. Merchant shall not represent Zipcash in any of its dealings or transactions. Merchant shall not whether intentionally or otherwise commit any act(s) as would lead a third party to believe that Zipcash is still associated with the Merchant.

- iv. Merchant shall forthwith remove Zipcash OlaMoney Wallet and related software from the Merchant Site including the POS devices (including any back-ups and cache files) and shall not use the data contained in such software forthwith and provide a written declaration to Zipcash regarding compliance with this Clause.

18. Representations and Warranties:

18.1 Merchant represents to Zipcash hereto that:

- (i) it has the full power and authority to enter into this arrangement and to perform the transactions contemplated hereby and it is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;
- (ii) the performance of the transactions contemplated hereunder has been duly authorized by all necessary corporate, statutory, contractual or other action of such Party;
- (iii) It shall indemnify Zipcash in the manner set forth in clause 15 herein above;
- (iv) it has all the power, authority, licenses, permits etc. under Applicable Laws or otherwise to integrate OlaMoney Wallet with the Merchant Site and perform its obligations hereunder; and
- (v) it is in compliance of all Applicable Laws while performing its obligations hereunder.

19. Confidentiality

19.1 The Parties shall, and shall cause their respective employees to, hold all Confidential Information in the strictest of confidence at all times, making no use thereof other than in connection with the performance of their obligations hereunder. No Party nor any of its respective employees shall, without the prior written approval of the owner of the Confidential Information: (i) release any Confidential Information to any person other than its employees known to need access to such matters in order to perform their obligations hereunder; or (ii) duplicate or otherwise reproduce any Confidential Information except as required in connection with the performance of their obligations or regulatory requirements. The Parties agree to cause each of their respective employees to execute appropriate confidentiality agreements in order to give full effect to this clause. For the purpose of this T&C "Confidential Information" means any data or information disclosed hereunder (whether written, oral or graphical) that relates to either Party or in the nature of financial or commercial information, technology, research, development, processes, know-how, computer programs, prototypes, designs, specifications, contents, materials, techniques, drawings, business development, marketing, Customer or business activities, and which is confidential or proprietary to or a trade secret of either Party. The term Confidential Information also means all information in relation to a Party which is commercially sensitive, relating to any and all aspects of the business and financing of either Party. Such information may be expressed in any form including as price lists, plans, customer lists or details, computer software, or information concerning either Party's relationships with actual or potential clients or customers and the needs and requirements of such persons

19.2 For the purposes of these T&Cs, the following shall not be considered Confidential Information: (i) information in the public domain; (ii) information in the possession of each Party at or prior to the

time of disclosure under these T&Cs, without actual knowledge of any obligation of confidentiality with respect thereto; (iii) information released by the written consent of the Party disclosing such information; (iv) information received from third parties not subject to the any confidentiality obligation; and (v) information independently developed by the receiving Party without use of Confidential Information.

- 19.3 The obligations set forth in this Clause 19 shall not apply to the extent that disclosure of Confidential Information is required by law, regulations, ordinance, government order, search warrants or judicial process. The receiving Party shall (unless legally prohibited) provide prompt written notice to the disclosing Party of such disclosure requirements and provide reasonable assistance to protect such Confidential Information.
- 19.4 Upon termination of this arrangement between You and Zipcash or a request made by the other Party, each Party agrees to deliver to the other Party all documents and materials in any medium in its possession or control which contain or refer to Confidential Information. If the Confidential Information is not capable of being returned, the receiving Party must destroy and certify the destruction of such documents and materials to the satisfaction of the disclosing Party within 48 (forty eight) hours of receipt of such written request or termination of this arrangement.

20 Security

- 20.1 The Merchant shall take all reasonable precautions to ensure that there is no breach of security and that the integrity of the link between the Merchant Site and OlaMoney Wallet is maintained at all times. Without prejudice to the generality of the aforesaid, the Merchant shall routinely and at such time intervals as may be specified by Zipcash check the integrity of the link and provide such reports as may be required, to Zipcash. The Merchant shall also maintain records of such periodical checks in such manner as may be specified by Zipcash. Zipcash shall be entitled to check and audit the Merchant's records and statements in this regard at such intervals or time as Zipcash may deem fit but with prior notice to the Merchant . Notwithstanding the aforesaid, in the event of any loss being caused as a result of the link being breached or as a consequence of the link being improper or being in violation of these T&Cs, the loss shall be to the account of the Merchant and the Merchant shall indemnify and shall keep indemnified Zipcash, its affiliates and their employees and officers from any loss as may be caused in this regard where such breach or violation is attributable to the Merchant and/or any of its employees.
- 20.2 Except as provided herein, the Merchant shall not store, retain, report or otherwise provide any copies of or access to any records of Transactions or customer data collected or processed by Zipcash, to any third party.

21 Force Majeure

- 21.1 Notwithstanding the provisions of these T&Cs, neither Party shall be liable for damages or termination for default against the non performing Party, if and to the extent that the delay in performance or other failure to perform its obligations is the result of a Force Majeure Event.

21.2 If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such conditions and the cause thereof. Unless otherwise directed in writing, the affected Party shall continue to perform its obligations hereunder as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event. Zipcash may terminate this arrangement, by giving a written notice to the Merchant, if as a result of the Force Majeure Event, Zipcash is unable to perform its obligations hereunder for a period of more than 15 (fifteen) days.

22. Disclaimer

SERVICES ARE BEING PROVIDED ON AN 'AS IS' BASIS AND EXCEPT FOR THE WARRANTIES EXPRESSLY MENTIONED HEREUNDER, ZIPCASH EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND / OR FITNESS FOR ANY PARTICULAR PURPOSE.

23. Governing Law

The Parties shall attempt to amicably resolve any and all disputes of every kind, arising out of or related to this T&C, through negotiation and consultation at such offices as Zipcash may designate. In the event the dispute is not resolved internally between the Parties after at least 30 (thirty) days of negotiation, in good faith, by the respective senior management of the Parties, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The place and seat of the arbitration shall be Bangalore unless otherwise mutually agreed by the Parties in writing. The arbitration proceedings shall be in English. The Parties shall be entitled to jointly appoint a sole arbitrator who shall preside over the proceedings, whose decision shall be final and binding on the Parties. These T&Cs and use of the Site, Services etc. and the relationship between the Merchants and Zipcash shall be governed by the laws of India, without reference to conflict of laws principles.

Subject to the above, all claims, differences and disputes arising under or in connection with these T&Cs, or the relationship between the Merchants and Zipcash shall be subject to the exclusive jurisdiction of the courts in Bangalore, and You hereby accept the jurisdiction of such courts.

24. Notices and communication.

24.1. Any notice or notification in connection with these T&Cs will be communicated through the contact information provided by You, or to Your registered email address, unless otherwise specified.

24.2. All Your communication with Us will be of a professional nature only. You will not contact Us to harass, intimidate or threaten any person, or to promote any cause, which You may support.

24.3. You will be subject to Our terms of use and privacy policy.

25. Severability.

If any part of these T&Cs is determined to be invalid or unenforceable pursuant to Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.

Schedule 1

List of Banned Items

1. Gaming related items, which includes lottery tickets, sports bets, memberships/ enrollment in online gambling sites, and related content.
2. Offensive goods which includes literature, products or other materials that (a) defame or slander any person or groups of persons based on race, ethnicity, national origin, religion, sex, or other factors; (b) encourage or incite violent acts; (c) promote intolerance or hatred.
3. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments.
4. Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services; site access and/or site memberships of pornography or illegal sites.
5. Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam).
6. Child pornography which includes pornographic materials involving minors.
7. Copyright unlocking devices which includes mod chips or other devices designed to circumvent copyright protection.
8. Drugs and drug paraphernalia which include illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms.
9. Hacking and cracking materials which include manuals, how-to guides, information, or equipment enabling illegal access to software, servers, websites, or other protected property.
10. Offensive goods, which includes crime scene photos or items, such as personal belongings associated with criminals.

11. Pyrotechnic devices, combustibles, corrosives and hazardous materials which includes explosives, fireworks and related goods; toxic, flammable, and radioactive materials and substances.

12. Regulated goods which includes air bags; 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.

13. Securities, which includes stocks, bonds, or related financial products.

14. Any product or service, which does not comply with all Applicable laws.