General Terms & Conditions

DEFINITIONS:

“Acquiring Bank” means banking institution that has the authorization to process transaction payments for merchants.
“Billing Currency” means the currency in which the bills are raised by the issuing bank for transactions made by use of the card.
“**Business Activity”** - trading activity in products/goods/services engaged by the Merchant at the time of Merchant Boarding.
“**Card Member**” or “**Member**” - a person holding a Valid Card and making payment using a Valid Card.
“Customer” - a person making payment using a Valid Card or Bharat QR.
“**Card Organization/Card Scheme”** includes VISA, MasterCard, Rupay (NPCI), AMEX and any other card organization acceptable to SIB presently or in future, offering credit, debit or any other card programme to Issuers.
“**Cash @ PoS**”/ “Cash Withdrawal at PoS” - payment of cash by the Merchant to the card member as per RBI guidelines.
“**Chargeback**” - a dispute raised by the Issuer, if it determines that the transaction was processed in violation of the rules listed out in Visa / MasterCard /Rupay guidelines.
“**Charge Slip**” - the form generated in accordance with the Merchant Operating Instructions using the Point of Sale terminal provided /approved by SIB to the Merchant after swiping the Valid Card to enable the Merchant to record charges.
“Cut-Off Time” - the time which the ME is required to perform the end of the day settlement of the transactions in Indian Rupees.
“**Dynamic Currency Conversion (DCC)**” - the facility provided by the Bank allowing the cardholder to pay for the transactions in the Billing Currency or the local currency.
“**Inactive Merchant**” - a Merchant at whose location no transaction has occurred at the PoS terminal continuously for three months.
“**Issuer**” - a licensee of a Card Organization issuing a Valid Card.
“**Merchant Boarding”** - acceptance of the Merchant enrolment by the Bank for installation of PoS terminal.
“**Merchant Account**” - running account without debit/credit restrictions opened by the Merchant with SIB for payments and other transactions between SIB and the Merchant and which SIB may debit / credit in terms of this agreement.
“**Merchant Discount Rate (MDR)**” - rate as set out in Schedule 2 to this Agreement and charged by the Bank in consideration of providing the services herein.
“**PCIDSS**” - Payment Card Industry Data Security Standard being an information security standard defined by the Payment Card Industry Security Standards Council.
“**Point of Sale Terminal (PoS)**” - any equipment or device provided by SIB to facilitate acceptance of payment by means of cards.
“**Retrieval Request”** - a request made by the Issuer to obtain details of the transactions.
“**Rules**” - rules and regulations that are promulgated, imposed or adopted by Card Organization(s)/Bank/RBI/NPCI etc., and as they may from time to time be amended.
“Service Provider” means any company which is appointed by the Bank to act on behalf of the Bank to provide Services as described in this agreement.
“South Indian Bank Bharat QR” refers to QR code based solution provided by SIB to its merchants for payment from their Customers by scanning of QR code using Bharat QR customer app.
“**Transaction or Charge**” - an act between a Card Member and the Merchant for the payment by a Card Member to the Merchant towards the Card Member’s purchase of merchandise/goods or services from the Merchant resulting into a valid host response (authorization/ decline/ referral etc.) through either Card or by scanning of South Indian Bank Bharat QR.
“Transaction Rate” - the exchange rate made available at the time of Transaction by the Bank to the cardholder through the merchant establishment for the purpose of calculating the relevant Billing Currency.
“**Valid Card**” - a credit or debit or other card issued by an Issuer or a Card Organization: (a) which is permitted by SIB for Transaction(s), (b) bears Card Organization’s logo, hologram and name of the Issuer and such other details as may be stipulated by SIB, (c) has not expired, (d) bears the signature of the person whose name is embossed on the card, (e) is not mutilated, altered or damaged and (f) is not listed in any alert by the card schemes.
“**Valid Charge**” - a charge which is charged to the holder of a Valid Card on a Charge Slip relating to a payment to be made by the cardholder to the Merchant bearing an imprint of a Valid Card and bearing the same signature as that on the Valid Card, which charge slip is generated in accordance with the Merchant Operating Instructions using the PoS provided/approved by SIB to the Merchant after swiping a Valid Card.
“**VISA/MasterCard/RuPay Dispute Resolution Rules**” - rules defined and amended from time to time provided in the websites of Card Schemes i.e. VISA, MasterCard, RuPay, AMEX etc. for settlement of disputes raised by the Issuer.

1. **MERCHANT’S OBLIGATIONS:** The Merchant hereby agrees and undertakes that: (a) all transactions will be in INR unless otherwise agreed in writing; (b) to pay the Bank all expenses incurred by the Bank for repairing/replacing equipment damaged as a result of improper/mishandling by it; (c) to bear the cost of electricity consumed by the equipment and telephone /GPRS charges payable in connection with the equipment; (d) to honour and accept every Valid Card / South Indian Bank Bharat QR when properly presented for payment by a Card Member for a Transaction; (e) to not discriminate against, or discourage use of any Valid Card in favour of any other card that is accepted by the Merchant or any other payment mode; (f) to not levy any charges on the Customer for permitting the Customer to use a valid card/Mobile Wallet/ South Indian Bank Bharat QR nor place any minimum transaction limit; (g) after ensuring that the card is a Valid Card, swipe/dip/tap the card on the PoS terminal, enter the details of the transaction as displayed and ensure that Reserve Bank of India guidelines for card present scenario which requires entering of PIN are followed; (h) obtain signature of card member on the Charge Slip/Mobile Device in case of Mobile Point of Sale terminal and verify the same with the signature on the back of Valid Card. For photo card, Merchant shall verify the photograph on the card matches with the card holder. For international/foreign card transaction(s), Merchant shall ensure identity proof of the cardholder is verified and obtained; (i) retain the Charge Slip(s) and the bill(s)/invoice(s) for a period of 18 months from submission date and make available to SIB on request; (j) on request by Bank for a particular Charge Slip, hand over the same within three days. If on account of non-compliance the Bank incurs any loss, the same shall be made good by the Merchant inclusive of all charges, interest and costs; (k) to make best efforts to recover and retain any card in respect of which a request has been made by a Card Organization to recover the card or which the Merchant has reasonable grounds to believe to be counterfeit, fraudulent or stolen and promptly notify SIB of any such recovery and retention and to deliver the card to SIB / Card Organization within 24 hours; (l) to permit SIB/ its representative for installation of the PoS terminal/device in the premises of the Merchant at the time of Merchant Boarding and for deinstallation of the PoS terminal in case of off board at the registered address herewith; (m) not to adopt unethical transaction practices like making transactions with its own card/ South Indian Bank Bharat QR making transactions without a valid purchase, etc; (n) not to shift the equipment from its designated location.
2. **AUTHORISATION AND SUBMISSSION OF CHARGES:**

(a) Authorization for charges shall be obtained by swiping/dipping the Valid Card using the PoS terminal (online authorization) provided /approved by SIB. Bank shall not be responsible for charges without authorization/printing of charge slip.

(b) Merchant shall not split the swipe/transaction amount for a single purchase into 2 (Two) or more transactions/charge slips.
(c) SIB reserves the right to refuse the charges if an authorization is declined/charge slip is not printed.
(d) Merchant warrants that (i) no other Charge Slip has/ will be issued/ presented in respect of the same Transaction and (ii) the relevant Charge Slip is a genuine business Transaction undertaken by a Card Member using a Valid Card/ South Indian Bank Bharat QR in respect of which the Merchant has or will, duly discharge its obligations.
(e) All transactions to be settled at the end of the same day but no later than the next day. Non-settlement of transactions beyond 3 days will attract a penalty of 0.50% or Rs. 300/- (excluding GST) whichever is higher, over agreed MDR payable in terms of VISA/MasterCard/Rupay/AMEX guidelines.
(f) Beyond 7 days, Merchant loses the claim on the unsettled amount unless due to software/hardware issues, it has lodged a complaint on the helpline number within one hour.
(g) Period of unsettled transactions and interchange is subject to change as per Card Organization/Bank/RBI/Rupay, etc. and will be notified to the merchants.

3. PAYMENTS TO THE MERCHANT:

(a) Bank shall pay net amounts (after applicable set offs), within agreed timelines of receipt, payment for the relevant transactions equal to the total amount listed on the Charge Slip(s) less the applicable Merchant Discount Rate (Schedule 2).
(b) Where SIB believes that any charges have been negligently or fraudulently charged or it has reason to investigate, it is entitled to withhold payment pending resolution by the Bank, failing which, it shall be entitled not to pay the same.
(c) Bank is entitled to set off a lien on the credit value in the account of the Merchant or the unsettled transactions in the event of failure by the Merchant in providing necessary valid proof of transaction to the Retrieval Request/Chargeback/Suspicious Transaction received from the Issuer through the Card Schemes (VISA, MasterCard, Rupay, AMEX etc.).

4. **ACCEPTANCE OF CHARGES WITH RECOURSE - CHARGEBACKS:** The Merchant agrees that any charges accepted by it, which prove to be uncollectable and were incurred in the following circumstances shall be the exclusive financial responsibility of the Merchant who agrees to the non-payment of such charges or the Chargeback debit of such uncollectable charges by SIB i.e. any charge which is not a Valid Charge, incurred outside the authorized territory, involves the forgery of Card Member’s signature and/ or where the Bank reasonably believes to be irregular and/ or fraudulent, involves a Charge Slip which is incomplete or illegible as to Card Member’s name, the number of the Valid Card or the signature of the card holder, without prior authorization of SIB, is for merchandising or services in an amount in excess of the advertised price, is with respect to which a Card Member refuses to pay because merchandising or services purchased were not delivered or are not as promised or the merchandise was defective/ services deficient in any respect subject to Card Schemes Dispute Resolution Rules or which Card Organization disputes or reports as a Retrieval Request/fraud/chargeback or any settlement received by SIB beyond 7 (Seven) days after a Card Member incurred the charges and were authorized by SIB or the card presented to the Merchant in respect of the transaction was listed in a Warning List or any other communication/ advice or there is a violation of the terms in relation to a Transaction or any Merchant Operating Instructions or Change of “Business Activity”/ “Business Name”/ “Business Location” without informing the Bank and acceptance of change by the Bank.

5. **INDEMNITY:** The Merchant will indemnify and keep indemnified, SIB, its affiliates, and their respective directors, officers, employees and agents indemnified and harmless from and against any and all claims, Chargebacks, demands, action, suits or proceeding, liabilities, losses, costs, expenses, taxes, legal fees, fines, penalties or damages asserted against or incurred or suffered by SIB on account of acts or omissions of the Merchant in connection with the sale of goods and/or services, the performance of this Agreement, breach of a contract or duty by the Merchant, misuse of the PoS terminal or other device provided/approved by SIB, Merchant’s failure to observe any of the procedures, requirements or obligations to be complied with in accordance with the Rules/ regulations of any Card Schemes, negligence or fraud of any employee/contractor, etc. of the Merchant, any representations or warranties of the Merchant becoming false or untrue or on account of any dispute with any customer or other third party or due to any fines or other penalties resulting from non-completion or non-compliance of the PCIDSS validation program or any other security standards. This clause shall survive termination/ expiry.

6. POINT OF SALE TERMINALS:

(a) SIB may provide one or more PoS terminal(s), consumables and network access controllers and other devices to facilitate a Valid Card / South Indian Bank Bharat QR Transactions at the premises or establishment of the Merchant.
(b) Merchant agrees that PoS terminal/Bharat QR code shall be used exclusively at its premises/location as per Schedule 1 for the sole purposes of facilitating Card / South Indian Bank Bharat QR transactions for purchase of goods/ services for which it has signed up.
(c) Merchant agrees that PoS terminals, consumables, network access controllers and any other device/ item deployed/ provided by SIB are SIB’s exclusive property and shall be surrendered on demand during the term or immediately upon termination or expiry in working condition and it shall not claim any right, title or interest in or to such PoS terminals, other devices or consumables provided.
(d) Merchant is responsible for safekeeping/maintenance of the PoS terminal and all other devices/ items deployed/ provided by SIB and for the secrecy of any software and keys (embedded into the PoS terminal) and shall neither allow or facilitate any piracy, nor violate any copyright/ trademark relating to any software or other intellectual property rights.
(e) Merchant shall ensure at all times during business hours at least two members of its trained staff are available to operate the PoS.
(f) Merchant shall report any faulty or suspected fault in the operation of equipment within one hour from knowledge of the same.
(g) Merchant shall not sell, assign, transfer, lease or otherwise dispose off nor mortgage, charge, hypothecate, create or permit to exist any liens or other security interests over any PoS Terminals or any other device/ materials deployed/ provided by SIB nor remove, conceal or alter any markings, tags or dates attached to the PoS Terminals or other devices or any part thereof indicating SIB’s ownership of such PoS Terminals or devices nor allow SIB’s right to access, repossess or dispose of the PoS terminals or any other device deployed or provided by SIB pursuant to this Agreement or otherwise to be encumbered in any way or otherwise jeopardized by any act or omission of the Merchant, its representatives or agents or other factor within Merchant’s control nor Permit any third party to perform maintenance services on the PoS terminals or any other device deployed/ provided by SIB or effect modifications, enhancement or software/engineering changes to the PoS terminals or any other device deployed or provided by SIB, without the prior written consent of SIB or its authorization to its representatives nor alter, modify or otherwise in the programme in the PoS.
(h) Terminals supplied by third parties under arrangement with SIB, prior approval from Bank is required where all cost and expenses relating to such terminals shall be borne by Merchant unless agreed by Bank in writing. Bank is not responsible for operation, maintenance and the ability of such terminals to communicate to its system and Merchant shall notify Bank at least 15 days prior to the termination/change in the arrangement with approved third party.
(i) Any loss or damage from negligence or misuse of the PoS Terminal or any other device provided by SIB is to the account of Merchant and SIB may recover such losses from Merchant. Bank is entitled to set off such losses from the amounts due to Merchant or from the amounts in the accounts/deposits of Merchant with the Bank.
(j) SIB reserves the right to withdraw at any time, the PoS terminals or any other device or consumables provided by SIB at any time from the location/premises of the Merchant, without assigning any reason and its decision shall be final.
(k) Merchant shall permit the authorized representatives of SIB to carry out physical inspections or audits of the PoS terminals or any other device or consumables deployed or provided by SIB anytime during business hours without notice.
(l) Merchant shall bear the costs, charges and expenses for electric power or telephone lines or internet connection(s) required in connection with the

PoS terminals or any other device deployed or provided by SIB.

(m) Merchant shall pay charges as per Schedule 3. If it fails to generate minimum volume of sales as decided by the Bank, service charge shall be recovered from Merchant from the settlement account/net credit proceeds in the subsequent month. In case Merchant notes any discrepancy, written notice shall be given within 7 days failing which Bank would assume that charges were correct.

(n) The Merchant agrees to pay charges as per Schedule 2 & 3 and the Bank has the right to recover charges.

(o) If hard copy is requested, Merchant may request their branch in writing for a charge which may be determined by the Bank. Transaction details to be provided to the Merchant within 15 Days of the subsequent Month.

7. COMPLIANCE:

(a) The Merchant hereby agrees and confirms that 1) it is aware of and agrees to abide by all applicable laws including RBI regulations and Rules; and 2) SIB will be entitled to stipulate or amend, operating rules relating to (i) the Transactions contemplated by this Agreement; (ii) any services that may be rendered hereunder by SIB; (iii) any use, ownership or maintenance of the PoS terminals, devices and consumables provided by SIB; (iv) any other matter relating to use or authorization of the cards; or (v) any dealing with Card Members, and the Merchant will abide by such Merchant Operating Instructions as per Banks/Card Schemes/RBI requirements.

(b) In the interest of security of card transactions, the Merchant shall comply with the PCIDSS standards/other security guidelines and all related costs shall be borne by the Merchant. The Merchant provide details of any service providers who facilitate transactions on their to SIB and their status of compliance (as applicable from time to time) if requested.

(c) Merchant agrees that all payment processing effected on the PoS, installed in the premises of the Merchant, shall be deemed to have effected by the Merchant, its authorised employees/ agents and it shall not dispute, claim or deny the payment processing.

(d) Merchant shall a) capture only the transactions done in its establishment in the equipment deployed; b) not deploy any other payment applications in the equipment which has the capacity to capture card number or card details except as agreed to by the Bank and shall not store the CVV number, PIN/ magnetic stripe data or other personal information of the card holder in any form; c) ensure that any software/ hardware utilized does not retain its original password and that all passwords are changed on a regular basis; and d) ensure that payment application software version used for processing card payments is PADSS (Payment Application Data Security Standard Council) approved and other global security standards for card present scenarios.

(e) If Merchant suffers a data compromise, it shall provide all information/ assistance to the Bank to conduct the forensic analysis.

8. CHEQUE CASHING, CASH ADVANCES AND/OR CASH REFUNDS: No cash advances and/or cash refunds are permitted directly to Card Members. SIB will not be liable for such actions except for making transactions under Cash @ PoS. Disbursement to the maximum limit prescribed by RBI under the Cash @ PoS scheme at identified Merchant Establishments as per Schedule 2.

9. REPRESENTATIONS AND WARRANTIES: Merchant represents, warrants and covenants that it is duly organized, validly existing and authorized to enter into this Agreement which constitutes valid, legally binding and enforceable obligations and there is no suit, action, litigation, investigation, claim, complaint or proceeding in progress or pending or threatened against or relating to it.

10. TRANSFER OF OWNERSHIP: Merchant will immediately notify SIB of any sale, assignment, lease or transfer in any way of the Merchant's establishment or business or all or a significant part of its assets.

11. DISCLOSURE: SIB will be entitled at any time to disclose any information concerning the Merchant to any party in connection with any card facility provided by SIB and this provision will survive any termination/ expiry of this Agreement.

12. GOVERNING LAW / JURISDICTION: This Agreement shall be governed by the laws of India. Any dispute or difference arising out of, in relation to or regarding this Agreement shall be subject to the exclusive jurisdiction of the courts at Cochin, Kerala.

13. CONFIDENTIALITY: Neither Party shall, without the prior written consent of the other, use or disclose any information relating to any Transactions or any other critical information to any other person or otherwise use any information acquired by it in relation to the Card Members other than for the purposes of this Agreement, unless such information is required to be disclosed by a statutory or regulatory authority of competent jurisdiction. This confidentiality condition shall continue in during and after termination.

14. PROMOTIONAL MATERIALS: Merchant shall display Card Organization's and SIB's symbols, names and promotional materials on its premises/location, place(s) of business, establishment(s) provided by the Bank and for the information of the public during the Term. SIB is authorized to include Merchant's name in any catalogue or any other promotional material as may be prepared or produced by SIB pertaining to acceptance of Valid Cards or the sales, marketing or promotion of any service offerings.

15. PoS FACILITY/MOBILE PoS: Bank may provide GPRS enabled/Mobile PoS terminal. Rentals/ charges as per Schedule 3 or as amended are applicable and Merchant agrees that SIB may debit Merchant account to recover the applicable charges. Defaults in payments of rentals for two months will result in Bank being entitled to deactivate/ deinstall the terminal without notice and Merchant returning the terminal to the Banks representative failing which, Bank shall recover the cost of the Terminal from the Merchant.

16. DYNAMIC CURRENCY CONVERSION:

(a) Bank may provide DCC facility if requested as per Schedule 3. Merchant will settle DCC transactions on a daily basis initiating settlement procedure on the PoS. Subject to international payment schemes rules, all transactions will be processed as follows: (i) Acquiring Bank shall pay Merchant as per Schedule 3, the aggregate amount of the transactions in Local Currency in respect of all such Transactions submitted; (ii) Acquiring Bank advises exchange rates to merchants through the Service Provider and Merchant updates exchange rates on a daily basis at the start of day; (iii) foreign card holder makes payment using his foreign card; (iv) Merchant swipes/dips card on DCC enabled terminal; (v) terminal identifies home currency of card and prompt for DCC service or showing the exchange rate and mark-up; (vi) on acceptance, Merchant completes the transaction after obtaining relevant proof of identification; (vii) Cardholder signs chargeslip to confirm transaction, and (viii) at end of day, Merchant performs settlement procedure.

(b) Merchant shall assist the Acquiring Bank in case of any requirement for disputed transactions and shall promote Acquiring bank's DCC and ensure that its employees comply with the recommended good practice communicated by Acquiring Bank to the Merchant.

(c) Acquiring Bank shall pay incentives if agreed in writing, of transaction value (less refunds) processed using Acquiring Bank's DCC facility in local currency.

(d) Bank shall not be liable in the event of a failure/delay to process payments provided that such event may result from amendment, modification or mistreatment of DCC application/software by Merchant or functioning of DCC application/Software being affected due to other software/hardware and/or networks not provided/authorized by the Acquiring Bank or Operating errors on the part of the Merchant, its employees or any third party or for any reasons which can be attributed to its or its employees negligent conduct.

17. Cash@PoS FACILITY

(a) Minimum withdrawal amount is Rs.100/- and thereafter in multiples of Rs.100/- subject to maximum as decided by the Bank but not exceeding the limit set by the regulators.

(b) Cash withdrawal scheme will be made available to all debit cards and prepaid cards issued in India and as directed by the Reserve Bank of India i.e., cards issued by South Indian Bank group and other Banks as and when activated by respective issuers.

(c) A convenience fee may be recovered by the respective card issuing Bank from the account of the card holder and the merchant shall not collect any charges from the cardholder.

(d) The Cash@PoS facility is available irrespective of whether the card holder makes a purchase or not.

(e) Merchant availing Cash@PoS service exclusively for Cash@PoS transactions will be charged as per Schedule 2.

(f) All display material provided with reference to the cash withdrawal facility will be displayed prominently in the premises.

(g) The Bank reserves the right to withdraw the facility of cash withdrawal at its own discretion.

18. Fraud Risk Management:

(a) Notwithstanding the aforementioned clause, Bank shall have the right to withhold the payment towards any transaction, in the event such transaction in the opinion of the Bank is suspicious, foul or fraudulent transaction. Bank shall be the sole judge in determining whether a transaction to be categorized as suspicious, foul or fraudulent transaction. In the event a transaction is suspected to be foul, suspicious or fraudulent transaction Bank will be obliged to release payment with respect to such transaction only upon the said transaction being proved to be fair transaction as per the verification procedures put in place by the Bank from time to time or as per any norms issued by any regulatory body in this regard.

(b) The Bank shall be entitled to set-off and deduct from the amounts payable to the Merchant Establishment any amount payable by the Merchant Establishment to the Bank or any amount to be refunded to the Cardholder by the Bank pursuant to the provisions of this Agreement.

19. MERCHANT CONSENT & DECLARATION CLAUSE

"I/We, the Merchant, hereby provide my/our express and irrevocable consent to South Indian Bank Ltd ('the Bank') for the following:

(a) In the event that my/our Current Account is subjected to 'Debit Freeze' or 'Total Freeze' by any Law Enforcement Agency (LEA), Regulatory Authority, or Court of Law, I/we authorize the Bank to unilaterally open an Overdraft Account or any other appropriate credit facility in my/our name for the purpose of facilitating the settlement of any outstanding dues, charges, or liabilities owed by me/us to the Bank that remain unpaid after the issuance of a formal demand notice in connection with the services offered to me/us including but not limited to chargebacks, refunds, penalties, fees or any other liabilities or charges.

(b) The Bank is further authorized to debit such Overdraft Account to recover all principal amounts, interest, chargebacks, refunds, fees and penal charges due to the Bank.

(c) I/We acknowledge that any amount so debited shall constitute a valid debt due from me/us to the Bank, and I/we shall remain personally and/or corporately liable for the repayment of the resulting debit balance in the Overdraft Account, along with applicable interest.

(d) I/We hereby waive any further requirement for separate consent at the time of opening such an account or making such debits, provided a demand notice for the underlying dues has already been issued and remains unsatisfied.

(e) I/We hereby agrees and consents for the disclosure by the Bank of all or any information and data relating to the me/us, the facilities opened in my/our name, obligations assumed/ to be assumed by me/us in relation thereto and default if any committed by me/us in discharge thereof, to Transunion CIBIL limited and any other agency so authorised in this behalf by RBI. The Bank shall also have the right to make disclosure of information relating to the me/us to any other governmental/ regulatory/ statutory or private agency as required under law from time to time. Further, my/our personal /KYC details may be shared with Central KYC registry. I/We hereby authorize and give consent to the Bank to disclose, without notice to the me/us, information furnished by the me/us in application form(s)/related documents executed / to be executed in relation to the facilities availed from the Bank, to the Bank's other branches/Subsidiaries/affiliates/ Credit bureau/Rating Agencies, Service Providers, banks/financial institution, governmental/ regulatory authorities or third parties for KYC information verification, credit risk analysis, or for other related purposes that the Bank may deem fit. I/We hereby specifically waive the privilege of privacy and privity of contract.

(f) I/We hereby agrees that the Transunion CIBIL limited and any other agency so authorised may use, process the said information and data disclosed by the said Banks in the manner as deemed fit by them; and the Transunion CIBIL limited and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Bank and confirms that the I/We shall not raise any dispute whatsoever in that behalf in all respects and to all intents.

20. MISCELLANEOUS:

(a) This Agreement is non-assignable by the merchant. However, SIB may assign this Agreement at any time.
(b) The Parties to this Agreement are independent contractors.
(c) If any provision is determined to be unenforceable, the remaining provisions hereof shall remain unaffected, in full force and effect.
(d) All rights and remedies shall be cumulative and may be exercised singularly or concurrently.
(e) All terms that by their nature survive termination/ expiration shall bind the Parties following any expiration or termination.
(f) The headings and sub headings are for convenience only and do not affect the meaning of the relative Section / Clause.
(g) Any notice, direction or instruction shall be in writing and delivered by hand, post, cable, facsimile, email or telex to the merchant.
(h) The Bank will exercise its discretion to allow or block specific transactions on its assessment of the risks involved.

Schedule A: Pinelabs services

We would like to avail Pinelabs POS service offered by The South Indian Bank Ltd. We have clearly understood the details of this service and hereby give our consent for our enrolment. We agree to the terms and conditions as given below and upon our enrolment in this service we undertake to exclusively use SIB bank EDC – POS terminals for all Credit, Debit card and UPI, BQR, Tap & Pay and Scan & Pay transaction taking place at our establishment.

- Devices installed by Service Provider are only operated by authorized personnel and in accordance with operating instructions, (if any). The Devices are given only to enable connectivity to Service Provider /Banks infrastructure and the Merchant Establishment has no legal right or remedy against such devices. The Device is to be enabled only for the purposes and in accordance with this Agreement.
- Parties shall not remove, relocate, modify or in any way alter the Devices without prior mutual consent.
- Merchant Establishment shall fully comply with the terms of this Agreement and undertake such other obligations mutually agreed by the Parties.
- Replacement cost of any Spare part to be borne by the Merchant Establishment
- In case of complete damage or lost device or device returned to Service provider in non-working condition, Merchant Establishment will bear the cost of device as specified below.

Time period from Installation date	Android	Move 2500
1st Year	11000	11000
2nd Year	8800	8800
3rd Year	6600	6600
4th Year	4400	4400
5th Year	2200	2200

- If the device(s) and/or TIDs is getting de-installed, then Merchant Establishment will be charged early de-installation fees by the Bank as per below mentioned ageing wise slab for de-installation of devices.

Ageing of merchant	De-installation fees
0-6months	2500
6-12months	2000
12-18months	1500
18-24months	1000

Pinelabs Dynamic Currency Conversion

We would like to enrol for The South Indian Bank Ltd Dynamic Currency Conversion service; we have clearly understood the details of this service and hereby give our consent for our enrolment. We agree to the terms and conditions as given below and upon our enrolment in this service we undertake to exclusively use SIB bank EDC – POS terminals for all Credit, Debit card and UPI, BQR, Tap & Pay and Scan & Pay transaction taking place at our establishment.

- We acknowledge and accept that the Dynamic Currency Conversion (henceforth termed "DCC") 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 DCC option will be only offered as a choice and not as the default selection.
- We agree & undertake to ensure that the Cardholder/s will be appropriately and suitably informed that DCC is an optional service, highlighting the choice of currencies that they get.
- We also undertake that we will not use language or procedures that will make paying in Indian Rupees difficult, or otherwise cause Cardholders to choose DCC by default.
- We unequivocally agree and undertake to inform the Cardholder of the exchange rate used in DCC transaction/s.
- We agree & undertake to inform the Cardholder that the choice of currency decided between the Merchant and the Cardholder is Final.
- We agree to collect the customer signature in the charge-slip copy if the pin verification message is not present in the charge slip.
- We agree & undertake to inform the Cardholder that the DCC service is being provided by us and our Acquiring Bank and not by Visa or Master card.
- We understand that The Acquiring Bank will charge an MDR on DCC transitions routed through Pinelabs DCC terminals. We also understand that this MDR will not be applicable for any INR and non DCC transaction.
- The bank's responsibilities are limited to merchant referral and sharing the KYC details to Pinelabs for the purpose of availing the DCC services. The merchant settlement will be processed by Pinelabs through its sponsor bank. All other roles including Merchant Onboarding, Transaction Processing, Transaction Settlement and Clearing, FRM hold and release, Chargeback, Terminal complaint resolution in the Field are managed by Pinelabs.

Pinelabs Aggregation UPI

We would like to enrol for The South Indian Bank Ltd Pinelabs UPI service on aggregation; we have clearly understood the details of this service and hereby give our consent for our enrolment. We agree to the terms and conditions as given below and upon our enrolment in this service we undertake to exclusively use SIB bank EDC – POS terminals for all Credit, Debit card and UPI, BQR, Tap & Pay and Scan & Pay transaction taking place at our establishment.

- The Bank may share the KYC information with Pinelabs Private Limited, who is the POS service provider engaged by the bank to provide the POS service and UPI acceptance.
- A separate Terms & Conditions of the Service provider (Pinelabs Pvt Ltd.) will be required to agree at the time of service activation.
- The bank's responsibilities are limited to merchant referral and sharing the KYC details to Pinelabs Pvt Ltd. for the purpose of availing the POS services. The merchant settlement will be processed by Pinelabs Pvt Ltd. through its sponsor bank. All other roles including Merchant Onboarding, Transaction Processing, Transaction Settlement and Clearing, FRM hold and release, Chargeback, Terminal complaint resolution in the Field are managed by Pinelabs Pvt Ltd.

Schedule B: Mswipe Technologies Pvt. Ltd services

I/We would like to avail Mswipe Technologies Pvt. Ltd POS service offered by The South Indian Bank Ltd. I/We have clearly understood the details of this service and hereby give our consent for our enrolment. I/We agree to the terms and conditions as given below and upon my/our enrolment in this service I/we undertake to exclusively use SIB bank EDC – POS terminals for all Credit, Debit card and UPI, BQR, Tap & Pay and Scan & Pay transaction taking place at our establishment.

- Devices installed by Service Provider are only operated by authorized personnel and in accordance with operating instructions, (if any). The Devices are given only to enable connectivity to Service Provider /Banks infrastructure and the Merchant Establishment has no legal right or remedy against such devices. The Device is to be enabled only for the purposes and in accordance with this Agreement.
- Parties shall not remove, relocate, modify or in any way alter the Devices without prior mutual consent.
- Merchant Establishment shall fully comply with the terms of this Agreement and undertake such other obligations mutually agreed by the Parties.
- Replacement cost of any Spare part to be borne by the Merchant Establishment
- In case of complete damage or lost device or device returned to Service provider in non-working condition, Merchant Establishment will bear the cost of device quoted by the bank/service provider.
- The Bank may share the KYC information with Mswipe Technologies Pvt., who is the POS service provider engaged by the bank to

provide the POS service.

- A separate Terms & Conditions of the Service provider (Mswipe Technologies Pvt) will be required to agree at the time of device installation or service activation.
- The bank's responsibilities are limited to merchant referral and sharing the KYC details to Mswipe for the purpose of availing the POS services. The merchant settlement will be processed by Mswipe through its sponsor bank. All other roles including Merchant Onboarding, Transaction Processing, Transaction Settlement and Clearing, FRM hold and release, Chargeback, Terminal complaint resolution in the Field are managed by Mswipe Technologies Pvt.

SIB UPI Soundbox device

The terms and conditions ("Terms") set out below along with Guidelines issued by National Payments Corporation of India ("NPCI") from time to time ("Guidelines") as also regulations issued by Reserve Bank of India ("RBI") and/or other regulators / statutory bodies from time to time shall govern the collection arrangement of The South Indian Bank Limited ("SIB") agreed to be availed by any Accountholder ("UPI Facility") under Unified Payments Interface ("UPI") service provided by NPCI under its guidelines ("UPI Guidelines") and crediting account held by the merchant with SIB.
SIB agrees to provide the UPI Facility to the Merchant to enable it to receive payments made to it by a Customer through an Account, in respect of the Products & Services availed by them through the Merchant's Online Portal/website/Mobile Application/Physical Store as per terms mentioned herein and SIB hereby reserves its right to discontinue the same, at its sole discretion.

Definitions

Following words, when used herein either in singular or in plural forms, will carry corresponding meaning defined against them in these Terms, unless the context otherwise requires:
"Account(s)" refers to the operative bank account(s) (SB/CD/OD/CCOL) held and maintained with SIB by the Merchant, to be used for availing of the UPI Facility.
"Accountholder" refers to the Merchant having Account(s) with SIB.
"Authorizing Bank" in respect of a Customer, means the bank with whom the Customer holds his/her Account from which Customer makes the payment in respect of the Products & Services purchased from Merchant.
"Customer" shall mean a user placing any order for purchasing the Products & Services offered by the Merchant and intends to use his/her account either with SIB or with any other bank participating in UPI network for making the payment using the UPI.
"Guidelines" shall mean the UPI Guidelines and / or such other guidelines / circulars / regulations issued by RBI or such other statutory / regulatory authority from time to time in respect of participating in UPI network for making the payment using the UPI.
"Merchant" refers to the merchant who provides goods and services in exchange of payment by the Customer through UPI.
"NPCI UPI System" means the switch and related equipment and software owned by NPCI to provide the UPI based fund transfer and funds collection facility including the National Financial Switch.
"Payment Order" means an unconditional instruction issued by the Customer in writing or transmitted electronically to SIB to effect a fund transfer for a certain sum of money expressed in Indian rupees, to the designated account of a designated beneficiary by debiting Account(s) of the Customer.
"PSP (Payment Service Provider)" refers to banks which are allowed to acquire Customers and provide payment (credit/debit) services to Customers.
"Settlement Amount" shall mean the transaction amount less the agreed Bank Charges (referred to as MDR) and any other related charges/ fees payable by the Merchant to SIB.
"SIB UPI POS QR" means a QR code soft copy/hard copy/sticker or/and standee displayed in Merchant's Online Portal/Website/Mobile Application/Physical Store to enable it to receive payments made to it by a Customer through an Account, in respect of the Products & Services availed by them.
"Transaction" means every order that has been placed by a Customer with the Merchant for the Product(s) & Services and supplied by the Merchant.
"Transaction amount" shall mean the amount payable by the Customer in respect of the Product and / or Service purchased from the Merchant.
Words or expressions used in this form, but not specifically defined herein shall have the respective meanings assigned to them by NPCI under its guidelines.

Applicability of Terms

Merchant desirous of availing the UPI linked Soundbox Facility shall by way of a one-time registration, in such form, manner and substance as SIB may prescribe, apply for the UPI linked Soundbox Facility and SIB shall be entitled, at its sole discretion, to accept or reject such applications. The Merchant shall be provided a Virtual payment address or QR code with Soundbox device on which the Merchant can receive funds via UPI. The Merchant accepts these Terms, which shall govern the provision of the UPI Facility by SIB. The Terms shall be in addition to and not in derogation of the Regulatory Guidelines issued from time to time by RBI or NPCI or any other authority or regulatory body.
So long as the Merchant avails the UPI Facility, it is required and deemed that the Merchant has read and understood the applicable Guidelines and agrees that the rights and obligations provided therein and in these Terms in so far as it relates to the Merchant shall be binding on the Merchant with regard to every Payment Order issued by the Customer in his/its favour through the NPCI UPI System. Notwithstanding anything contained herein, all terms and conditions stipulated by SIB in connection with the Accounts shall continue to apply.

Scope of the UPI Facility

As UPI member bank, SIB, under UPI linked Soundbox Facility, offers an instant, 24X7 fund collection service under interbank electronic fund transfer from / through the UPI member banks to the Merchant through NPCI. Any Customer can make payment to Merchant using SIB Mirror+ App or any other Bank PSP's App under UPI network in a secure manner. Merchant availing the UPI Facility shall be subject to the following terms and conditions -
a. Merchant will be able to avail UPI linked Soundbox facility only in respect of Customer having an operative account with any bank in India authorized by RBI to provide Immediate Payment Service (IMPS), Unified Payment Interface (UPI), including the fund transfer services.
b. Merchant agrees that SIB will be providing the UPI linked Soundbox Facility viz; the UPI Payment Platform, as the connectivity to UPI System as extended to SIB by NPCI with all secure credentials associated with it that are required to process any transaction requirement of UPI System by NPCI at their Libraries and therefore SIB shall not be responsible in any manner whatsoever, for any such transactions which Merchant wants to allow its Customers to process through UPI Payment Platform,
c. Merchant agrees with SIB that it will follow necessary process as per the UPI Payment Platform arrangement agreed between NPCI and SIB from time to time and also change(s) in process as defined by NPCI from time to time and agreed between SIB and NPCI and Merchant will not dispute the same.

d. Merchant shall at all times comply with applicable laws, rules and regulations insofar as relevant to its use of the UPI Facility. Merchant will at all times comply with the all the procedural & internal guidelines set for Merchants by the Bank and / or by NPCI, for availing the said UPI Facility from time to time. If the utilization of the UPI Facility by the Merchant results in or may result in additional liability being placed on the Bank under stipulated guidelines, such utilization shall be deemed to be a violation of these Terms.

Rights and obligations of Merchant

In using the UPI linked Soundbox facility, the Merchant agrees:

i) Not to use the UPI linked Soundbox facility in any manner, or in furtherance of any activity (other than the Business for which the UPI Facility is being offered by SIB), which constitutes a violation of any law or regulation or which may result in fraud on any person or which may cause the Bank to be subject to investigation, prosecution or legal action.

ii) For the purpose of availing the UPI Facility, the Merchant agrees that Merchant shall take all necessary precautions to prevent unauthorized and illegal use of Merchant's Online Portal/website/Mobile Application/Physical Store point of sales and services offered through the UPI Facility and shall keep SIB indemnified, harmless and absolved from any liability in this regard including from any loss, cost, penalty, charges, including legal fees/charge, etc.; which may cause to SIB due to unauthorized and illegal use of Merchant's Online Portal/website/Mobile Application/Physical Store point of sales, in respect of any transaction done on online portal/website/Physical Store point of sales and products and services offered by the Merchant.

iii) Customer Support: The Merchant shall alone be responsible to provide a commercially reasonable level of Customer support to the Customers with respect to sales of its goods and services using the UPI Facility.

Iv) The Merchant shall be entirely responsible for deployment of necessary resources, equipment's, facilities etc. for the provision of the Services.

v) The Merchant shall neither use Customer's information (including name, address, data regarding bank account, etc.) for any purpose other than completing the transaction for which it was furnished nor disclose such information to a third party.

vi) The Merchant shall be solely liable for the payment of all central, state and local levies, taxes, duties, fines and penalties (including without limitation goods and service tax, sales taxes, value added taxes, excise duties and customs duties, if any), by whatever name called, as may become due and payable in relation to the transactions/products/services in accordance with the applicable laws and regulations.

Rights and obligations of SIB

(i) SIB shall execute a Payment Order issued and duly authorised by the Customer as per NPCI operational and procedural guidelines, as amended from time to time, and credit the amount to Merchant's Account, unless: SIB has reason to believe that the Payment Order is issued to carry out an unlawful transaction or the Payment Order cannot be executed under the NPCI UPI System.

(ii) SIB shall, after execution of every Payment Order as per NPCI guidelines by the Customer credit the amount to Merchant's account with SIB after deducting the charges payable thereon, if any or raise monthly invoices with applicable taxes.

(iii) SIB for providing the UPI Facility to the Merchant shall follow the process prescribed by NPCI from time to time in this regard including but not limited to process for settling of timed out transactions within the time limit prescribed by NPCI.

(iv) SIB shall make its reasonable best efforts to maintain the UPI Facility in operation 24 hours a day, seven days a week.

(v) SIB shall have no liability for any failure or delay in performing its obligations under the UPI Facility and shall not be liable for any deficient or bad services in any manner whatsoever and for any loss, damages (including but not limited to direct, indirect or consequential, occurred to Merchant), expenses, litigation, etc. whatsoever that Merchant may suffer and the risks in this regard is entirely on the Merchant, if such failure or delay - (A) is caused by the Merchant's or its Customer's acts or omissions; or (B) results from actions taken by SIB in a reasonable good faith ; or (C) is caused by circumstances beyond SIB's control, including but not limited to legal restraints, vandalism, hacking, theft, phone service disruptions, Internet disruptions, technical failures, network failure, loss of data, not being in the required geographical range or extreme or severe weather conditions or any other causes in the nature of "Acts of God" or force majeure, (D) Is in respect of UPI System, as the connectivity to UPI System (including the secure mechanism or interface) will be extended by NPCI through UPI System to SIB and secured credentials or sensitive information such as customer's MPIN, Account details, debit card number, expiry date, OTP, etc. in encrypted manner is only extended to SIB and any/all secure credentials that are required to process the transaction shall be provided by the Customer which will be captured and encrypted as per the construct and requirement of UPI as settled and controlled by NPCI.

Also SIB is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the Merchant or any other person due to any lapse in the UPI Facility owing to the above-mentioned reasons.

(vi) SIB shall have an undisputed right to either modify or withdraw UPI Facility, at any point of time with or without notice, as per the applicable laws, rules and regulations (as amended from time to time) and the same shall be binding upon the Merchant.

If for any reason the UPI Facility or any component of the UPI Facility becomes, or, in SIB's opinion, is likely to become, the subject of a claim of infringement, SIB reserves the right to, at its option and expense, either (i) to revoke the right of the Merchant to continue using the UPI Facility as permitted under these Terms; or (ii) to replace or modify the UPI Facility or the infringing component of the UPI Facility, so that it becomes non-infringing. If, after using commercially reasonable efforts, SIB is unable to cure the infringement, either SIB or the Merchant may terminate the UPI Facility on written notice to the other Party.

Consideration

The schedule of charges for availing UPI linked Soundbox facility from SIB shall be paid by Merchant to SIB in accordance with the rates intimated by SIB. SIB reserves its rights to change the schedule of charges from time to time without any consent of the Merchant and shall intimate the Merchant about change in schedule of charges and any such intimation sent on registered addressed of the Merchant and/or registered e-mail address or published on its website www.southindianbank.bank.in shall be sufficient notice to Merchant intimating revision in charges. The transaction charges (MDR) is 1.20% of value of transaction for Rupay credit cards subject to time to time revision.

Payment to the Merchant

SIB shall normally pay to the Merchant on time real time basis, the funds received from the Customer as per UPI mechanism (as per NPCI guidelines) after deducting SIB charges plus applicable taxes as applicable.

Payment by SIB shall be made without prejudice to any claims or rights that SIB may have against the merchant and shall not constitute any admission by SIB as to the performance by the merchant of its obligations and the amount payable to the merchant.

SIB shall be entitled to set off and deduct from any payment due to the merchant or Debit Merchant account:

a. The amount of any refund due to any Customer in accordance with the refund procedure set out under Presentment of Transactions and Refunds, and

b. Any overpayment made by the Bank due to computational/ system errors or otherwise; and

c. Any other sums due from or payable by the merchant to the Bank herein; and

In doing so the Bank may-

i. Debit the Merchant's account forthwith; and/or

ii. Deduct the outstanding amount from subsequent credits to the Merchant's account; and/ or
iii. If there is no account with the Bank, or insufficient funds available therein, claim from the merchant the amount credited to the account in respect of the relative transaction/s.
If SIB suspects, on reasonable ground and in its sole and exclusive opinion, that the merchant has been negligent, or has committed a breach of this agreement or act/s of dishonesty or fraud against SIB or any Customer, SIB, at its sole discretion, shall be entitled to suspend all payments including payment of a particular transaction under this facility to the merchant pending enquiries by SIB and resolution of the same to SIB's satisfaction and the Merchant hereby agrees to the aforesaid act on the part of SIB and agrees not to raise any dispute with/against SIB. Upon satisfaction, even when SIB subsequently decides to pay the Merchant, the Merchant shall neither claim nor be entitled to any interest payment or other form of additional compensation.

Rejection / Reversal of Payment
Notwithstanding anything stated elsewhere in this document, the Bank may reject payment / reverse and/or mark lien of the amount that is credited in Merchant's Account in respect of orders to the Merchant where:
i) Any Order which the Customer refuses to pay because the Product / Service was not as promised or was defective or was not delivered;
iii) Dispute raised by Customer and/or Authorizing Bank for any reason whatsoever;
The Merchant agrees not to raise any dispute with Bank and/or raise any false allegations on the Bank in this regard.

Presentment of Transactions and Refunds
If in respect of any transaction any goods/ services are not received as described, by the Customer or are lawfully rejected or accepted for or services are not performed or partly performed or cancelled or price is lawfully disputed by the Customer or price adjustment is allowed, the Merchant to initiate a refund of all such transactions.
The Merchant agrees and accepts that Merchant Discount Rate (MDR) plus applicable taxes will be applicable for all successful transactions, and MDR plus applicable taxes will not be refunded to the merchant in case of any refunds.
In the event of the Merchant failing to deliver Products to the Customer within the Delivery due date or failing to refund to the Customer for the Payment Amount of the disputed transaction and the Customer/Authorizing Bank makes a complaint to the Bank, the Bank shall intimate the same to the Merchant. In event, the Merchant fails to fulfil its obligations, i.e. deliver the Products to the Customer or provide the proof(s) of delivery of the Product, or give refund to the Customer, within a period of 7 Business Days, from the date the Bank notifies the Merchant, the Bank shall reverse the debit entries in the Customer's Payment Account or process a refund to the Authorising Bank, as the case may be, and in turn receive credit from the Merchant Nodal Account \ Current Account for the particular Payment Amount or adjust such reversals against the Payment Amount collected from the Customers to be credited to the nodal account \ current account of the Merchant. The Merchant shall comply with such formalities and procedures and execute such further documents as the Bank may specify from time to time.

Customer Disputes Redressal
The Bank shall be entitled at any time to refuse total or partial payment to the Merchant, or, if payment has been made, to debit the Merchant's Account with such amount or to seek immediate reimbursement from the Merchant, in any of the following situations:
(a) The transaction is for any reason unlawful or a fraudulent transaction;
(b) The goods and/ or services covered by the transaction are rejected or returned or the transaction or part thereof, is validly cancelled or terminated by a Customer or if the merchant fails to provide at all or to the Customer's satisfaction, goods and/ or services to the Customer
(c) The Customer disputes the nature, quality or quantity of the goods and/ or services covered by the transaction and or the transaction itself.
(d) The Customer disputes or denies the transaction or the sale or delivery of goods and/ or services covered by the transaction within reasons;
(e) There has been a breach of these terms by the Merchant;
(f) SIB reasonably believes that the transactions are irregular;
(g) SIB is of the opinion that there are suspicious circumstances surrounding the transaction;
(h) SIB is of the opinion that the submission is out of the normal pattern;
(i) Any other event or circumstance which SIB shall from time to time notify to the Merchant to have occurred at the date of the transaction;

Sharing of Information
The Bank will be entitled at any time to disclose any and all information concerning the Merchant within the knowledge and possession of the Bank in connection with the UPI Facility provided by the Bank, including, inter alia, information relating to the cause for termination of UPI Facility to the Merchant to NPCI or to any statutory / regulatory authority under the requirement / compliance of any statutory / regulatory provision or to any court under notice received. This clause will survive the termination of UPI Facility to the Merchant.
The Bank reserves the right to verify the information provided by the Merchant at the time of applying for UPI Facility through its own staff or third party. The Bank may thereafter seek to verify any market information that it may receive about the Merchant's business activities/ principals behind the business.
The Merchant will not, without the prior written consent of the Bank, use or disclose information howsoever obtained and in whatever form about the business of the Bank or about the Customers (including the transaction history) to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the transactions and the Merchant's insurers and professional advisors) unless such disclosure is compelled by law.

Evidence and Documents
The Merchant agrees that the following documents would be additionally maintained for records, and presented promptly to SIB for defending disputes/ Chargebacks /responding to Retrieval Requests:
- Proof of delivery of goods, wherever applicable
The Merchant shall provide such reasonable assistance for the prevention and detection of fraud in respect of any transaction/s as SIB may from time to time request.
Merchant shall ensure that adequate funds are maintained in the Merchant Account for refund transactions and for settling any chargeback raised on SIB by the Authorizing bank of the customer.

Disclaimer of Liability
SIB does not hold out any warranty and makes no representation about the quality of the UPI facility. The Merchant agrees and acknowledges that SIB shall not be liable and shall in no way be held responsible for any damages whatsoever for any transaction processed by SIB, information provided or disclosed by SIB regarding Merchant's Account(s) or any loss of any character or nature whatsoever and whether sustained by the Merchant or by any other person. SIB (including its affiliates, directors, officers and/or agents) shall not be liable for any unauthorized persons accessing the records or Account(s) or Merchant's Account records or information through the use of UPI Facility. SIB shall under no circumstance be held liable to the Merchant if UPI Facility access is not available in the desired manner for reasons including but not limited to

natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of SIB. Illegal or improper use of the UPI Facility shall render the Merchant liable for payment of financial charges (to be decided by SIB) or may result in suspension of the UPI Facility to the Merchant. All the records of SIB generated by the transactions arising out of the use of the UPI Facility, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction. SIB expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the UPI Facility offered to the Merchant. SIB disclaims all warranties, express or implied, written or oral, including but not limited to warranties of merchantability and fitness for a particular purpose. The Merchant acknowledges that the Facility may not be uninterrupted or error free and agrees not to claim any dispute on SIB.

Indemnity

The Merchant shall indemnify and keep harmless and indemnified SIB, its affiliates, subsidiaries, successors, assigns for any claims, demands, actions, suits, proceedings, liabilities, losses, expenses, costs, penalty, legal fees or damages of any kind, including attorney's fees and costs of litigation, arising from claims of a third party (including claims, assertions and investigations of a governmental agency, NPCI), which claims arise in whole or part from, and/ or asserted against the Bank on account of:

a) any acts or commissions or omissions by the Merchant in connection with the sale of Products/ Services (by the Merchant) and/or providing the UPI Facility;

b) any act or commission or omission on the part of Merchant in the performance of terms and conditions.

c) the negligence or wilful misconduct of Merchant or its employees or agents;

d) a breach of an obligation of Merchant to SIB under these terms; or

e) any loss, penalty or liability, etc. arising to SIB from the Merchant's use of the Facility.

f) any disputes raised by the customer or authorizing bank or third party on products or services or transactions and/or and any litigation, suit or complaint filed for any reason whatsoever.

g) use/disclosure of Customer’s details/information by the Merchant, in respect of any transaction initiated/authorized by the Customer.

SIB will be entitled to have full conduct of all proceedings and negotiations relating to any such claim and in its discretion to accept, dispute, compromise or otherwise deal with the same and shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that the Bank may require.

Notwithstanding whatever is mentioned herein the merchant agrees that pursuant to any disputes or claim if SIB is made to refund the amount being the transaction effected by the merchant and the customer, SIB shall, at its sole discretion, have the authority and be entitled to debit from Merchant Account and or claim the said amount from the merchant pending any disputes. In such an event the merchant shall forthwith pay the amount without any dispute and/or demur.

Acceptance of Charges with Recourse

The Merchant agrees that payment made in respect of which the Authorizing Bank raises a claim on SIB shall be the financial responsibility of the Merchant. The Merchant agrees to the non-payment in respect of such Order or the charging back of such uncollectable charge as the case may be without any demur or protest. The Merchant hereby authorises SIB to debit the Merchant's bank account to the extent of the aforesaid uncollectable amounts and any other moneys due for any reason to the Bank by the Merchant, or deduct the same from amounts payable to the Merchant.

Assignment

The UPI Facility provided to the Merchant is not assignable but in case of the Merchant being an individual or individuals the obligations, liabilities and responsibilities herein shall bind his or their respective estates. However, SIB is entitled at any time to assign its rights and obligations herein or any of them in favour of any subsidiary or associated company of the SIB or of SIB's holding company or any other Bank or other company and to sub-contract or appoint any agent or agents to carry out any of the SIB's obligations herein.

Termination

Merchant may terminate the UPI linked Soundbox facility at any time by giving a prior written notice of at least 30 days to SIB. However, SIB may withdraw or terminate the UPI linked Soundbox facility at any time either entirely or with reference to a specific UPI Facility without assigning any reasons whatsoever. SIB may also suspend or terminate the UPI Facility without prior notice if the Merchant has breached any of these Terms. In the event of a breach by the Merchant of any of these terms, SIB is authorized to debit the Merchant's Account or deduct from the deposit any refund claimed in the event that there are insufficient funds available therein to claim from the Merchant. Any termination shall not affect any liabilities incurred by the Merchant prior to the termination and any provision expressed to survive or to be effective on termination shall remain in full force and effect notwithstanding termination.

The Merchant shall keep complete and accurate books, records and information of all the transactions, transaction amount, evidence and documents in terms of these Terms in a manner satisfactory to SIB and the Merchant agrees to keep all such records for a minimum period of 5 years or such longer period as may be notified to it from time to time or as required under any Applicable Law / Regulations governing the UPI Facility or SIB.

The Merchant unequivocally agrees that in case of SIB, its auditors (both internal and external), RBI/ Regulator/NPCI, or any other person so authorised by the Regulator wants to have access and inspection and conduct audit of the records of transactions, and other necessary information relating to this UPI Facility / transactions / services, in such an event, the Merchant shall, without demur within a reasonable time from the notice period, allow such uninterrupted inspection, examination and audit of records and shall co-operate and shall provide all assistance to the Regulator or its authorised person. Failure to do so on the part of the Merchant shall tantamount to breach of the terms of these Terms by Merchant and thereby the same shall be liable to be terminated by SIB forthwith at the sole discretion of SIB, without assigning any further reason whatsoever.

De-installation charges for UPI linked Soundbox – 3 months’ lock in period or 280 + GST if de-installed prior to lock in period.

In case of complete damage or lost device or device returned to Service provider in non-working condition, Merchant Establishment will bear the cost of device as specified below.

Device	1st Year	2nd Year	3rd Year	4th Year
Soundbox with Scan and Pay	1700	1139	578	0

Fraud Risk Management

Notwithstanding the aforementioned clause, Bank shall have the right to withhold the payment towards any transaction, in the event such transaction in the opinion of the Bank is suspicious, foul or fraudulent transaction. Bank shall be the sole judge in determining whether a transaction to be categorized as suspicious, foul or fraudulent transaction. In the event a transaction is suspected to be foul, suspicious or fraudulent transaction Bank will be obliged to release payment with respect to such transaction only upon the said transaction being proved to be fair transaction as per the verification procedures put in place by the Bank from time to time or as per any norms issued by any regulatory body in this regard.

The Bank shall be entitled to set-off and deduct from the amounts payable to the Merchant Establishment any amount payable by the Merchant Establishment to the Bank or any amount to be refunded to the Cardholder by the Bank pursuant to the provisions of this Agreement.

General Conditions

The laws of India shall govern these Terms and/or the operations in the Account(s) maintained with SIB. Any legal action or proceedings arising out of these Terms shall be brought in the courts or tribunals anywhere in India. SIB has the absolute discretion to amend or supplement any of the Terms as stated herein at any time and will endeavour to give prior notice of fifteen days for such changes wherever feasible. By using the UPI Facilities, the Merchant shall be deemed to have accepted the changed terms and conditions. SIB shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Account(s) to the extent of all outstanding dues, whatsoever, arising as a result of the UPI linked Soundbox facility extended to and/or used by the Merchant.

Miscellaneous

(a) This Agreement is non-assignable by the merchant. However, SIB may assign this Agreement at any time.
(b) The Parties to this Agreement are independent contractors.
(c) If any provision is determined to be unenforceable, the remaining provisions hereof shall remain unaffected, in full force and effect.
(d) All rights and remedies shall be cumulative and may be exercised singularly or concurrently.
(e) All terms that by their nature survive termination/ expiration shall bind the Parties following any expiration or termination.
(f) The headings and sub headings are for convenience only and do not affect the meaning of the relative Section / Clause.
(g) Any notice, direction or instruction shall be in writing and delivered by hand, post, cable, facsimile, email or telex to the merchant.
(h) The Bank will exercise its discretion to allow or block specific transactions on its assessment of the risks involved.