To be submitted after execution on non - judicial stamp paper of value as per individual State's Registration Act

BOBCARDS LIMITED

AGREEMENT WITH MERCHANT ESTABLISHMENT

(To be submitted after execution on stamp paper of value as per individual state's registration rule/act)

a Company registered under the Companies Act, 1956 ha Dewan Shopping Centre, S. V. Road, Jogeshwari (W),	day of 20 between Bobcards limited, ving its Corporate & Registered office at Baroda House, Behind Mumbai - 400 102 (hereinafter called "the Company" which or meaning thereof be deemed to include its successors and
(FOR COMPANY ONLY*)	
and having its registered office at	a company registered under the Companies Act, 1956 (hereinafter called the 'Establishment' which expression shall be deemed to include its successors and assigns) of the OTHER
(FOR OTHERS*)	
Act, and having its regis	a TRUST/Society/NGO registered under the tered office at (hereinafter called the gnant to the context or meaning thereof be deemed to include
(FOR PARTNERSHIP/LLP (as the case may by) ONLY*)	
(1) Mr./Mrs.	(4) Mr./Mrs
(2) Mr./Mrs.	(5) Mr./Mrs
(3) Mr./Mrs.	(6) Mr./Mrs
	o in the firm named and styled as Messers ishment" which expression shall unless it be repugnant to the aid
(1) Mr./Mrs	(4) Mr./Mrs
(2) Mr./Mrs	(5) Mr./Mrs
(3) Mr./Mrs	(6) Mr./Mrs
and their respective heirs, executors and administrators	s, successors and assigns of the OTHER PART:
(FOR SOLE PROPRIETORSHIP ONLY*)	
firm named and styled as Messers	Indian inhabitant carrying on business as Sole Proprietor in the (hereinafter called the 'Establishment' ntext or meaning thereof be deemed to include his/her heirs, igns) of the OTHER PART.
The Company and Establishment are herein after referre	d to collectively as "parties" and individually as "party" where

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(*One of the above MUST be filled up as per nature of firm. Please strike off whichever is not applicable.)

WHEREAS,

- (i) The Company has been incorporated as a wholly owned subsidiary of Bank of Baroda and is engaged in the business of Credit Card issuance and Merchant acquiring/installation of Point of Sale (POS) machine/s and provide services for operations, transactions processing system and settlement services/solutions for Credit Card and Point of Sale (POS) on behalf of Bank of Baroda and/or other Banks/Financial Institutions and transaction settlement system services/solutions and related activities on its own or in association/collaboration with other organizations both in India and/or International.
- (ii) Messers ______ have been approved by the company as one such member establishment on terms and conditions hereinafter mentioned:

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1. UNLESS THE CONTEXT OTHERWISE REQUIRES the expression "the Card" in this agreement, means unexpired and valid charge card/debit card/credit card/ gift card/ prepaid card issued by the Company and/or jointly with or by its associates, all valid and unexpired credit/debit cards of VISA, MasterCard, RUPAY and debit/credit cards and gift/prepaid cards of any other organization and includes valid Travellers cheques and valid Gift Vouchers or such other schemes in which the company may be interested to offer credit/guarantee and which the company may notify to the Establishment from time to time and the expression "the cardholder' means any person validly holding the Card.
- 2. The establishment shall display prominently the Company's insignia of BOBCARDS within or without and shall maintain BOBCARDS promotional material that may be supplied by the Company from time to time and give excellent services to the Cardholders.
- 3. The establishment shall honour the card upon presentation and extend credit to the cardholder so presenting it unless advised by the Company to the contrary.
- 4. The Establishment agrees to honour the valid Card upon presentation and shall not refuse to accept any valid Card on any excuse or pretense and shall not inconvenience or embarrass any cardholder.
- 5. The Establishment shall not allow any cash withdrawals by cardholder unless the establishment holds valid cash exchanger license of RBI and is engaged by Company on its behalf for money exchange operations.
- 6. The Establishment hereby agrees to and shall ensure that the Card when presented to it, is valid and authentic on the date of such presentation.
- 7. The Establishment shall not extend any credit to any cardholder about whom the Company may have advised the Establishment, by means of any communication or by a special letter or by a special circular, or otherwise howsoever, not to extend credit.
- 8. The Establishment agrees to seize or pick up from a cardholder his/her card whenever requested by the Company to do so, either by its bulletin or by special letter or by special circular or otherwise however and it will be the responsibility of the Establishment to act on behalf of the Company and to pick up such Card as notified and mentioned hereinabove. Upon seizure of such card, the Establishment shall immediately notify the Company and return the card so picked up to the company or its Area office/Bank of Baroda Branch by hand delivery or by Registered AD at the cost of the Company.
- 9. The Establishment hereby agrees to and shall always charge the cardholders only the normal rates for Sale of goods and services as may be prevailing in the establishment from time to time and will not levy any charges on the cardholder for accepting payment through a valid card and also will not place any minimum transaction limit for use of valid card on the EDC POS/PC POS machine.
- 10. The Establishment shall submit as and when called for all the bills, charge slips and other documents of cardholder's purchase, made up of all valid charges, to the Company at its nearest Area Office or nearest Branch of Bank of Baroda. The Company agrees to pay to the Establishment the aggregate amount of such bills after deducting service charges (also referred to as MDR (merchant discount rate)/or commission at the rate agreed at the time of enrollment or at the revised prevailing rate. It is hereby expressly agreed that for the purpose of calculating the MDR/commission the aggregate of the bills includes taxes, tips, etc.

- 11. The Establishment agrees that unless specifically permitted by the Company it shall not accept any payment in cash/cheque from any cardholder in respect of any sale made by the Establishment to such cardholder, who intends to pay by card.
- 12. The Establishment shall, when giving credit to any cardholder, check all the details of the Card including without prejudice to the generality of the above, photograph and/or specimen signature on the debit/charge card/credit card/gift card/ prepaid card which must tally with the identity/and signature on the charge slip which must, and shall be obtained in the presence of a representative of the Establishment on the date of the transaction. In respect of magstripe card or PIN not verified transactions, the company receives any charge slip unsigned or bearing the signature which does not tally with the specimen signature submitted by the cardholder on his/her Card or on the Identification document submitted by the Cardholder, then the Company reserves the right and shall be entitled to hold the transaction amount and in such case the Establishment shall have no right or remedy against the Company and the Company shall not be liable to the Establishment for anything or for any amount or incidental to or arising out of, any and all such charge slips as aforesaid.
- 13. The Establishment shall not honour any card after the date of its expiry and/or intimation from the Company about its loss/pick up or cancellation has been dispatched to the establishment and if any such charge slip/transaction/batch of such invalid card is settled/received, the Company shall not be liable in any manner whatsoever in respect thereof to the Establishment or to anybody whomsoever.
- 14. The Establishment shall accept full responsibility and deal with all claims, disputes, complaints received from any cardholder in respect of sale/services/ product availed of by any such cardholder and Establishment shall fully indemnify the Company of all such complaints/dispute legally or otherwise by such Cardholders.
- 15. The Establishment agrees to deal up to the limit for each cardholder per day/per stay for purchase as approved by the cardholder's bank. If the establishment is a hotel, it agrees to request the cardholder checking in to indicate the mode of payment of his/her bill. In case the payment is by card, the Establishment would request for authorization for all such charges.
- 16. The Establishment agrees that no extra credit, over and above the limit, is given by the Establishment to the Cardholder (also includes for offline key entry merchant) without prior approval of the cardholder's bank. The Establishment shall do so at its own risk and responsibility or if any Chargeback is received by the Company then in such case the entire transaction will be the liability of the Establishment and Company shall recover total amount and service charges (Merchant Discount Rate) from the Establishment.
- 17. The Establishment agrees that in case bills/charges of any cardholder exceed the limit as provided in clause 16 hereof, the establishment will not permit such cardholder to split the charges into two or more transactions for approval and in case of such transactions, Company shall have the entire transaction (charge Slip) amount, withheld and make any appropriate decision on it.
- 18. In case, on the specific request of the Establishment, the Establishment has been authorized to entertain supply orders / Mail orders from the cardholders, the Establishment shall be solely responsible, if at any future date, the cardholder disowns the transaction or raises any dispute in regard to delivery / quality / price of the goods ordered / delivered and the Establishment undertakes to indemnify and keep the Company indemnified, saved and harmless against any loss or damage caused to the Company including the costs and expenses that the Company may have incurred or may have to incur.
- 19. The Establishment agrees that if any transaction is completed by not following the stipulated card payment industry acceptance standards, (such as levy of MDR i.e., Merchant Discount Rate, surchage, transaction amount beyond products actual value etc on the cardholder) which includes irregular charges, the Company shall have the right to with-hold or charge back such amounts to the Establishment from which it was received, upon the Company coming to know of it or on receiving dispute from the card holder or cardholder's bank. In such cases, Company may decide to refund the entire amount/or partial amount (as the case may be) to Cardholder and recover its service charges from the Establishment.
- 20. The Establishment agrees that in respect of a transaction when goods are exported and/or to be exported, the Establishment shall maintain copies of documents of proof of dispatch of the goods, invoice, certificate of insurance and order form. In case if the cardholder disputes receipt of goods, the establishment shall within a period of 7 days, produce documentary evidence of receipt of goods by the cardholder. If there is a dispute regarding quality and specification of goods, the Establishment shall produce documents substantiating that the dispatch of goods was in accordance to the order placed by the cardholder. In absence of these documents, the Company shall have the right to with- hold /charge back, such amounts to the Establishment. The establishment agrees to communicate the cardholder about their return/refund policy clearly mentioning the same in their invoices/bills and/or on the charge slip.

- 21. In case of any dispute between the cardholder and the Establishment for any transaction completed or not completed, it is agreed that the Establishment will keep the Company safe, harmless and indemnified of, from and against all claims, demands, actions, liabilities and expenses whatsoever brought or made against or sustained or incurred by the Company in consequence of having made the payment to the Establishment in such transaction.
- 22. The Establishment agrees that it shall handover the original bills to the cardholder at the time of signing the charge slips (in case of PIN not verified transaction) and unsigned charge slips (in case of PIN verified transaction) and shall retain copies of such bills and signed/ unsigned copy of the charge slips (as the case may be) in proper condition for a period of up to 13 months and furnish copies of such bills and charge slips to the Company as and when requested.
- 23. The Establishment agrees to do the batch settlement activity on the EDC POS/PC POS on daily basis. Any delay in performing the transaction/batch settlement process by the Establishment leading to late presentment charge back shall be at the total risk & responsibility of the Establishment and Company reserves the right to recover such transaction amount along with its applicable service charges/commissions/MDR from the Establishment.
- 24. The Establishment shall submit signed charge slips/unsigned PIN verified charge slips to the Company do the batch settlement activity on the EDC POS/PC POS as frequently as stipulated by the Company and as per the procedure laid down by the Company and if any batch is settled late and if charge slips are submitted to the Company not with in the stipulated time after they are received for the expenses incurred by the cardholder, such transactions/batch/charge slips shall be accepted by the Company on collection basis only that is to say that the amount of such charge slips shall be reimbursed to the Establishment by the Company only if and after they are recovered from the cardholder concerned and the Company shall not be liable to the Establishment for any interest or any other amount whatsoever on such collection made by the Company or otherwise howsoever.

25. THE ESTABLISHMENT HEREBY AGREES & UNDERTAKES AS FOLLOWS:

- (a) The Company will charge non-refundable enrolment charges and refundable security deposit (in the form of Bank of Baroda FDR) for POS machines depending upon the type and model of EDC POS/PC POS machine and/or any other sophisticated equipment. Both enrolment fee and FDR value are subject to change from time to time at the discretion of the company and/or Company at its sole discretion may supply an EDC POS/PC POS machine which shall at all times be the exclusive property of the Company and shall be returned/surrendered to the Company on termination of this Agreement or whenever demanded by the company in the same condition in which it was given by the Company to the Establishment.
- (b) The establishment will pay the company all the expenses that may be incurred by the company for repairing/replacing the EDC POS/PC POS Machine and/or any other sophisticated installed equipment which may get damaged as a result of the improper handling by the establishment.
- (c) The company shall not bear any electricity/ telephone charges payable in connection with the EDC POS/PC POS Machine and/or any other sophisticated installed equipment. All such expenses shall be borne by the establishment.
- (d) The Establishment who misplaces or do not return the EDC POS/ PC POS Machine and/or any other sophisticated installed equipment in proper condition shall agree not to make any claim of the Security Deposit collected by company in the form of FDR and company reserves right to compensate against the FDR value to adjust its loss due to damage /misplace of the EDC POS/PC POS machine and/or any other sophisticated installed equipment.
- 26. The Establishment agrees to comply with RBI and Payment Card Industry Data Security Standards (PCI DSS) by which it shall not store any sensitive Card holder data like the full card number, card expiry date, Card verification value (CVV/CVC), date of Birth of Card holder or any such data or critical card related information anywhere with the Establishment and not in hard or soft format anywhere else. If any violation of the PCI DSS norms observed, the entire liability arising out of such violation shall be passed on to the Establishment if any lapses on part of the Establishment is noticed in such an event.
 - a) The merchant establishment agrees, undertakes that he/she shall not allow assigning, transferring, leasing or selling any dealing with/of the POS machine/accessories or creates any encumbrances. The merchant invariably agrees that company is the sole owner of the EDC POS/PC POS machine and shall remain the exclusive property of the company alone and shall be surrendered on demand or upon termination of the merchant agreement.

- b) Any modification, alteration by the merchant or its employees on EDC POS/PC POS machine and/or any other sophisticated installed equipment and tampering on software and its accessories is not permitted and is strictly prohibited.
- c) Merchant establishment hereby agrees that he/she or its employees shall not shift or re-locate the POS machine (i.e., PSTN/PC POS/GPRS Fixed/GPRS Wireless and/or any other sophisticated installed equipment) from its original location once installed without obtaining permission from the company. If so, required unless otherwise it is needed for procuring specified business, establishment may contact company and same may obtain permission.
- 27. The Company will be entitled at any time to disclose any and all information concerning the merchant establishment within the knowledge and possession of the Company to any party in connection with the debit/credit card acceptance facility provided by the Company, including inter-alia information relating to the cause for termination of this Agreement. This clause will survive the termination of this Agreement.
- 28. The Establishment shall give at least 3 months written notice to the Company of discontinuation or disposal of its business but the same shall be without prejudice to the rights and liabilities, etc. whatsoever accrued or incurred prior to the expiration of such notice.
- 29. The Establishment shall return all unused charge slips, advertisement / promotional material, equipment, etc. supplied by the Company upon expiration or termination of this Agreement.
- 30. It is agreed by and between the parties hereto that this Agreement shall remain in force for a period of 12 months unless terminated by either party by giving three months' notice in writing to the other. In the event of the Agreement being in subsistence at the end of the period of 12 months, this Agreement shall automatically stand renewed thereafter until terminated by either party by giving to the other party at least 3 months written notice about the same.
- 31. Notwithstanding anything contained herein including in Clause 25 (d) and Clause 30 hereof the Company reserves and shall have at all times the right to terminate this Agreement forthwith at any time if in its opinion, which shall be final and binding the Establishment and all persons claiming from through or under the Establishment and any such opinion of the company shall not be liable to be questioned in any Court or by any Authority or Authorities whatsoever the Establishment has committed any breach of any provision/s of this Agreement. If the POS machine or accessories is lost or misplaced after installation and/ or establishment fails to surrender the POS machine, the company has right to recover cost at rate determined by the company which shall be final & not contested by establishment.
- 32. All communications, notices, statements, payments, etc. shall be sent by either party to the other at the address hereinabove appearing or at such other address as may have been for the time being furnished by such party to the other.
- 33. It is hereby further agreed by and between the parties hereto that Courts in Greater Mumbai alone shall have exclusive jurisdiction to entertain, try and dispose off any claim, matter or dispute arising out of and/or under this Agreement or with regard to the meaning interpretation or effect of anything contained herein.
- 34. As and when the Company ties up with any Bank/Institution, (Foreign or Indian) dealing in credit card business and/or POS business, the Establishment agrees to give same service to the Company's collaborated cardholders as and when such Card is presented to the Establishment, subject to the terms contained herein and/or such other terms that may be separated and informed by the Company.
- 35. The Company reserves the right to vary the terms of this agreement and to notify the establishment of such variation/s by such means as the Company thinks fit. Any such variation/s will become effective upon such notification.
- 36. The Company reserves the right to alter/modify/change the commission rate at its discretion.
- 37. The Company reserves the right to charge applicable EDC POS/PC POS Machine rental per month if the expected volume of transaction is not met, with/without prior notification to the establishment.
- 38. For GENERAL CARD ACCEPTANCE, the Establishment should check the following Security Features for card authenticity:
 - (a) Genuineness of Card Number, Card holder name and other embossed details. The account number must appear clear, clean and uniform.

- (b) The first four digits of the Card number must appear pre-printed below the embossed card number on the card plastic. These four digits are the Bank Identification Number (BIN). If the two numbers do not match, the plastic card is counterfeit and not to be accepted. Verify the card number on EDC/PC POS display indicator/charge slip against that is embossed on the card and ensure it is same.
- (c) The Card number on the front of the card face should match the portion of the card number that is printed on the Charge Slip.
- (d) Ensure the appearance of the, 3 (three) dimensional Hologram of Card affiliates/Card issuer Banks. The Three-dimensional hologram should reflect light and seem to change as you rotate the card. Most counterfeit cards contain a 1 (one) dimensional printed image on a foil sticker.
- (e) Card affiliates/Card issuer Banks Special Logo/Monogram next to validity period.
- (f) Card affiliates/Card issuer Banks Logo/Monogram, borders, colors not blurred / uneven.
- (g) Check the expiration date of the card. Do not accept an expired card and check to make sure the date shown on the card does not appear to be altered.
- (h) The signature panel must appear on the back of the card. The word as described by Card affiliates/Card issuer Banks on the Card is repeated and visible on the panel when placed under an ultraviolet light. Check panel for signs of tampering such as scratching, white tape or white correction fluid applied over the panel or another name with a felt-tip pen. The repeated word "void" appears if the panel has been erased or tampered with.
- (i) Customer's signature appears on this panel to match the signature on Charge Slip. If the card is not signed, the cardholder must sign the card before you can accept it. Ask the cardholder to sign the card and ask for a piece of I.D. to verify the signature. If the card is signed but the signatures do not match, ask for another piece of I.D. with your customer's signature. DO NOT ACCEPT AN UNSIGNED CARD (in case of PIN not verified transaction.
- (j) The Three-Digit Code (CVV(C)2) may appear in a white box to the right of the panel or be printed on the signature panel of the card.
- (k) The Establishment here by agrees that it shall not use/swipe the any credit /debit card owned by the proprietor or any of the partners or any staff of the Establishment on the EDC POS/PC POS machine. Company reserves full right to with hold such transaction values and reverse the same to actual card accounts without any prior notification to the establishment.
- 39. The establishment hereby agrees that in order to protect member establishment from loss on account of fraud or otherwise, initially the facility of international card acceptance limit is set to zero on the EDC POS/PC POS Machine. i.e., (disabled by default in EDC/PC POS Machine Installed)
- 40. The establishment agrees that unless specifically permitted by the company it shall not accept any international cards from any cardholder/s in respect of any sale proceeds by the establishment to such cardholder/s.
- 41. The establishment may submit separate request for opening of international card acceptance facility to the company which shall be processed based on various business parameters including line of activity, age of establishment, expected foreign customer influx etc. The right are reserved by company to accept or reject international card acceptance facility to the establishment. The decision of the company in this case is final and binding to the member establishment.
- 42. The Establishment hereby agrees to collect and retain the photocopies of Valid Passport, Visa Stamped and Invoice signed by the cardholder on transactions above Rs.5000/- for all Non-Domestic Cards and any valid photo identity proof for Domestic Cards towards card holder's identity authentication and verify all such documents with originals. The establishment shall submit all such documents as and when called for(i.e., Cardholder's ID Proof, Bill/Invoice Proof, Valid Charge Slip (Merchant Copy) and other important documents (i.e., Batch Settlement Copy, Merchant Explanation) to the nearest Area Office of Bobcards Ltd., or Branch of Bank of Baroda.
- 43. The Establishment hereby agrees to indemnify Bobcards Ltd., for all the liabilities (i.e., any financial losses as well as legal consequences in case the establishment or its staff member/s engages in wrongful/fraudulent acceptance of any card transactions which are unlawful shall be described/termed as violation of standards/or violation of safe card acceptance procedures/guidelines). The rights are reserved by the company for its decision as final and binding including following:-
 - (a) The Company/Bank will exercise its discretion to allow or withhold payments against such specific transactions based on its assessment is involved.
 - (b) All disputes and chargeback, the transaction amount/payment will be on hold as per stipulated time norms and in event of fraudulent card charges/acceptance by the establishment on EDC POS/PC POS Machine all such payments shall be BLOCKED for a period up to 13 months.

- (c) All reported fraudulent charges/transactions shall be forfeited or vindicated after the enquiries/assessment is/are reached, as per various guidelines of card affiliates, subject to non-receipt of dispute/arbitration from the issuer banks. The Company reserves the right to impose penalty at the rate determined by the company on such transaction/s and recover from the merchant by debiting the merchant establishment's account (i.e. details of account as registered in our records) and/or from withheld/blocked amount with company and/or from proceeds of transactions settled and/or from Security Deposit. (as the case may be).
- (d) All legal costs and expenses involved in relation with contents of this agreement and document executed pursuant thereto and in the enforcement of this agreement shall be borne and paid by the merchant establishment.
- 44. **For Card-Absent Transaction Acceptance** (Mail Order/Telephone Order (MO/TO), authorization is required and should occur before any merchandise is shipped or service performed. MOTO merchant establishments must:-
 - (a) Collect Proof and Verify the Cardholder's Identity and the Validity of the Card.
 - (b) Ensure To Collect The Following Details From Customer:
 - 1. The card account number
 - 2. The name as it appears on the card
 - 3. The card expiration date as it appears on the card
 - 4. The cardholder's profile address
 - 5. Card issue date and Expiration date
 - 6. Take note of a contact phone number (preferably not a cell phone number) and the name of the Bank/financial institution that issued the card.
 - (c) If You Are Taking An Order Over The Telephone:
 - 1. Record the time and date of your conversation.
 - 2. Make a note of the details of the conversation specially
 - (d) For Mail Orders Through The Mail Or Via Fax:
 - 1. Obtain the order form with customer signature.
 - 2. Always retain a copy of the written order with customer signature on same.
 - 3. Get proof of delivery, with proper signature of the cardholder and date of delivery.
 - 4. Do not store CVV(C) 2 data. This is strictly prohibited.
- 45. The establishment hereby expressly agrees and consents the company or its authourized service provider to install at the establishment premises the EDC POS/PC POS/M POS/QR Code Decal and such related accessories and software (collectively, the "Equipment and/ or Card acceptance Device" which expression shall include any replacement, modifications, enhancements and/or additions to the "Equipment and/or Card acceptance Device" as the company deems fit.
- 46. It is agreed by and between the parties hereto that for any transaction/s and/or business generated throug use of EDC POS/PC POS machine (i.e., by way of acceptace of all types of valid credit card/debit cards/gift cards/prepaid cards etc.) the company will levy charges and/or fees in the from of MDR (i.e., Merchant Discount Rate) and applicable service taxes to the establishment.

The applicable charges and/or fees as mentioned in the Merchant Application which is subject to review/change by the company with/ without prior notification.

Notwithstanding anything contained herein including in Clause (23), (24), (36) and (37) and hereof the Company reserves and shall have at all times the right to the above charges and/or fees, including the charges and/or fees the company may levy "Non-Transaction Charges" and "Late Batch Settlement Charges" and/or any other charges at rate determined by the Company.

Any or all of the above charges and/or fees shall be recovered by debiting the merchant establishment's account (i.e. details of account as registered in our records) and/or from withheld/blocked amount with company and/or from proceeds of transactions settled and/or from Security Deposit. (as the case may be).

IN WITNESS WHEREOF the parties have hereunto and to a duplicate hereof set and subscribed the respective hands and seals the day and year first hereinabove written.

Signed & Delivered By The Said Establishment In	FOR AND ON BEHALF OF
The Presence Of:	(THE ESTABLISHMENT)
Witness With Name & Address:	
1	
	Proprietor/Partner(s)/Directors/
	Authorized Signatory
Signature:	MERCHANT ESTABLISHMENT
Signed & Delivered By The Said BOBCARDS LIMITED By Its Constituted Attorney In The Presence Of:	FOR, BOBCARDS LIMITED
1 (Witness With Name)	
C/o. Bobcards Ltd.	Authorized Signatory
Signature	