

## **TERMS & CONDITION OF UCO m-Galla Soft-PoS**

This UCO Bank m-GALLA SERVICES TERMS AND CONDITIONS ("Terms and Conditions") is entered By And Between; **UCO Bank**, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 (as amended from time to time) having its Head Office at No. 10, B.T.M Sarani, Kolkata-700001, (hereinafter referred to as "**Bank**", which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns) of the One Part; And **Merchant/Seller**

of the Other Part. UCO Bank and the Merchant/Seller shall hereinafter be are individually referred to as a "**Party**" and collectively as the "**Parties**".

### **WHEREAS:**

Bank is, inter alia, engaged in the business of providing multiple payment facilities over multiple channels such as Internet, IVR and Mobile using credit/debit card, net banking, loyalty, prepaid cards, wallets, IMPS, QR, UPI POS and other payment related services/solutions.

Merchant/Seller is engaged in a business and has requested Bank, and Bank has agreed to provide it's payment related services more specifically mentioned herein below, in order to enable Customer/Buyers to purchase the products and/or services of the Merchant/Seller. NOW THEREFORE it is acknowledged by and agreed between the Parties hereto as follows:

### **DEFINITIONS:**

In addition to the terms defined in the introduction to this Terms and Conditions and other parts of this Terms and Conditions, wherever used in this Terms and Conditions, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings set forth below:

1. Authentication: shall mean the process by which Customer/Buyer identification is authenticated in the Processing Mechanism;
2. Card Association(s): Card Association(s) shall mean any of VISA, MasterCard, NPCI, Amex, or any other card association as may be specified from time to time.
3. Chargeback: shall mean the reversal of any Transaction on account of (i) any alleged forgery of the card or other details (ii) any charge/debit made on a card that has been listed as a hot listed card or otherwise listed on the Card Association warning bulletins (iii) duplicate processing of the Transaction; (iv) any amount required to be refunded due to, denial of Transaction by the Customer/Buyer as wrongly charged payment/ extra payments and/or due to the fraudulent use/service related/quality related/misuse of the personal and financial information of the Customer/Buyer by any unauthorized person; and (v) subject to applicable law, any other dispute received from Bank/ Card Association or circumstance that may result in the existence of a claim for reversal of any Transaction as may be determined;
4. Confidential Information: shall mean any and all information or data of a confidential nature, application, network configuration, documents, software, code, accounts, business plans and processes and/or any other information in whole or in part of either Party;
5. Customer/Buyer: shall mean any person who is availing services or products of the Merchant/Seller using Bank Services;
6. Fees: shall mean such fee and/or charges payable by the Merchant/Seller to Bank for Bank Services
7. Guidelines: shall mean the Card Association, Bank or Policy Guidelines on Issuance and Operation of Pre-paid Payment Instruments in India, issued by Reserve Bank of India;

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8. Payment Gateway: shall mean the protocol that may be stipulated by or through Bank to enable the Authentication of Customer/Buyers and the Authorization of payments in accordance with the Processing Mechanism;
9. Payment Gateway Network: shall mean the hardware, software and telecommunications tools necessary to perform protocol conversion between different networks or applications and all associated software required for the Merchant/Seller to submit Authorization and data capture Transactions to Bank and to transmit Authorization and settlement Transactions between the Merchant/Seller and the Payment Service Provider(s);
10. Processing Mechanism: shall mean the mechanism utilizing the payment channels of the Payment Service Providers through Bank Services and/or through such other modes and mechanisms of payment, as may be notified by Bank from time to time;
11. Payment Gateway Providers: shall mean Banks, financial institutions and any other person authorized to issue or process payments or any persons acting on their behalf.
12. Payment Service Provider(s): shall mean Payment Gateway Providers and Bank;
13. Transaction: shall mean a financial Transaction conducted by the Customer/Buyer using Bank Services.

### **SCOPE OF THE TERMS AND CONDITIONS:**

Bank has developed a mobile payment solution/platform ("UCO mGalla Platform") which enables the Customer/Buyer to make payments for the products and / or services ("Products") availed from the Merchant/Seller ("Bank Services").

The Bank Services facilitate payments made by Customer/Buyers through the UCO mGalla Platform, and provides technological and payments support in relation to Transactions involving the Payment Mechanism compliant with requirements of Payment Service Provider(s) so as to enable receipt of such payments by the Merchant/Seller or any person acting on the Merchant/Seller's behalf.

Customer/Buyer shall intimate the Merchant/Seller of quantity/quality of the Products it wishes to avail from the Merchant/Seller. The Merchant/Seller shall thereafter input the requisite details of the Product and other details, like, quality, quantity, price (inclusive/exclusive of taxes), etc on UCO mGalla Platform and provide an e-invoice to the Customer/Buyer against which the Customer/Buyer shall make the requisite payment to the Merchant/Seller using the UCO mGalla Platform.

The Merchant/Seller agrees and acknowledges that in processing the Transactions, Bank shall be entitled to rely upon all electronic communications, orders or messages sent to Bank through the Processing Mechanism and Bank shall not be obligated to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Merchant/Seller shall under no circumstances dispute such reliance by Bank. Bank shall not be bound by or obligated to act, on any electronic communications, orders or messages received on-line, from the Merchant/Seller or the Customer/Buyer, which do not properly utilize the security measures as intimated by Bank and as may be applicable from time to time.

As and when Bank requests for a particular document, bills/invoices, proof of delivery or any other supporting documents, the same shall be handed over to Bank within four (04) days of the request. If on account of non-compliance, Bank incurs any loss, the same shall be made good by the Merchant/Seller, inclusive of all charges, interest and costs. Bank with or without intimation shall be entitled at any times to disclose any and all information concerning the Terms and Conditions and Transactions of the Merchant/Seller, within the knowledge and possession of Bank to any Regulator RBI, Card Associations or law enforcement.

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Nothing in this Terms and Conditions shall prohibit Bank from providing services similar to those provided under this Terms and Conditions to others, including competitors of the Merchant/Seller.

### **FEES FOR UCO BANK SERVICES:**

The Merchant/Seller agrees to pay to Bank, the fees and/or charges ("Fees") as mentioned below or as per commercials agreed for the services along with any other sums including but not limited to, reimbursable expenses for the implementation of the Bank Services, if any, and any and all applicable statutory taxes, including without limitation, GST.

- Onetime Enrolment Fees of Rs. 150/- plus GST to be debited from account in advance.
- Monthly Rental of Rs. 60/- plus GST to be debited from account in advance.
- Merchant Discount Rate (MDR) of 1.95% per non-cash transaction (except RuPay/UPI/ UPI QR)
- \*UPI & Debit card rates as per RBI mandate.

Bank shall have the right to vary the Fees specified in this clause at any time after the Execution Date.

### **CHARGES AND SETTLEMENT OF ACCOUNTS:**

Subject to applicable law, payments shall be made available by Bank to the Merchant/Seller after making the following adjustments, deductions and any other deductions, if any, in terms of this Terms and Conditions from the amount of the Transaction (subject to the limits volumes/limits allowed to the Merchant/Seller):

the consideration/fees, the TDR along with other dues, fees, charges, out of pocket expenses, etc., due to Bank or any other rates and percentage as amended from time to time for all Transactions processed;

the sum of all Customer/Buyer charges denied, refused, or Charged back by the Customer/Buyer/partner Banks;

all costs, charges, expenses, etc., of whatsoever nature on account of, inquiries, disputes, cancellations and/or refunds processed on account of Merchant/Seller's Customer/Buyer charges and/or chargeback; (refunds, chargeback recovery shall be done at gross amount. If any convenience fees is applicable or exchange rate fluctuations the same shall be borne by the Merchant/Seller)

any taxes, including but not limited to, GST, as may be applicable, penalties, charges or other items, reimbursable under any of the provisions of this Terms and Conditions, or otherwise, occurring in any manner whatsoever.

Bank shall reconcile the accounts and make payments to the Merchant/Seller subject to the right of Bank to withhold payments of the amount arrived at, for any charges of chargeback recovery/debits that may be fraudulently incurred/suspicious Transactions or for any reason whatsoever either in terms of this Terms and Conditions or otherwise to the extent and as permissible under applicable law. Bank shall release such payments withheld for any charges/debits fraudulently incurred once determined at Bank's sole discretion that such charge/debit is in fact a valid charge and Bank shall not be liable for any penalty/interest on account of the same. Merchant/Seller shall indemnify Bank for any losses suffered by Bank in the event that Bank is unable to withhold payment in respect of suspected fraudulent charge/debit, provided however that, Bank shall be entitled to set-off any such claims against merchant's account with Bank, or to otherwise require the Merchant/Seller to make corresponding payments to Bank not later than two (02) days from the date of the Merchant/Seller being notified.

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The Parties hereby agree and acknowledge that, irrespective of any payment made by Bank to the Merchant/Seller, the same shall be made, without prejudice to any claims, or rights, that Bank may have, against the Merchant/Seller and such payments, shall not constitute any admission by Bank, as to the performance, by the Merchant/Seller of its obligations, under this Terms and Conditions and the amount payable to the Merchant/Seller.

If deemed necessary by Bank, the Merchant/Seller shall provide such further assurances, guarantees or security, as may be agreed to by the Parties and Bank shall have the right, to set off claim amounts, against merchant's account with Bank, in the event of (i) any material breach of the terms of this Agreement Terms and Conditions (ii) Bank is unable to withhold payment in respect of suspected fraudulent charge/debit or (iii) due to the existence of any other claims against the Merchant/Seller, or by Bank including without limitation as described in clause 5.4

Time of making payments/due date of payment: Upon completion of the Transaction and the receipt of funds by Bank, and where applicable, on receipt of proof of delivery of the dispatch of the relevant product and/or services of the Merchant/Seller, Bank shall deliver payments to the Merchant/Seller, to the later of: (i) two (02) business days ( i.e. T+2 days) f (ii) the maximum period of time for the making of payments by Bank as specified under extant regulations from time to time.

The making of payments under this Terms and Conditions by Bank to the Merchant/Seller, due to Bank being unable to exercise set-offs against amounts due to Bank, shall not constitute a waiver of its rights to recover amounts payable by the Merchant/Seller to Bank and seek indemnities from the Merchant/Seller for losses suffered by Bank for claims permissible under applicable law or for any reason, including but not limited to:

Any Transaction is for any reason unlawful or unenforceable.

Any information presented electronically to Bank in respect of the Transaction is not received in accordance with Bank's requirements as specified from time to time.

Any Transaction made outside the territory authorized for the use of such instrument.

Transaction which is posted more than once to cardholder's account.

Transaction which is doubtful or erroneously paid for, to the Merchant/Seller.

Bank reserves the right to discontinue, with the provision of the Bank Services and recover such amounts from the Merchant/Seller and be indemnified in relation to any losses in connection thereto.

### **CHARGEBACK AND OTHER DUES:**

Bank shall be entitled and Merchant/Seller hereby authorizes Bank to debit to the account of the Merchant/Seller, from time to time, to recover any amounts due from it or incurred by Bank on account of the following:

Chargeback of Transactions; or

Any penalties, charges/fees, consequential loss or claims including but not limited to legal claims that may be made against Bank by Payment Service Providers, Customer/Buyers or regulatory authorities for any other reason than a breach of this Terms and Conditions by Bank. These amounts shall include without limitation any costs arising as a result of excessive Chargeback of Transactions or failure of Transactions or Customer/Buyer disputes.

The Merchant/Seller agrees that any charges accepted by Merchant/Seller, which prove to be uncollectable, shall be the exclusive financial responsibility of the Merchant/Seller alone. The Merchant/Seller agrees to such charges or the Chargeback of such uncollectable charges (as the case may be) by Bank, without any demur or protest

The Merchant/Seller acknowledges that Bank is entitled to exercise its right to set off a lien on the credit value in the account of the Merchant/Seller or the unsettled Transactions in the pipeline in the event of failure by the Merchant/Seller in providing necessary valid proof of Transaction to the retrieval request / Chargeback / suspicious Transaction received from the issuer through the card schemes (VISA / MasterCard / NPCI / Amex).

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### **REPRESENTATIONS AND WARRANTIES:**

Bank represents and warrants that:

it is duly organized and validly existing and is duly qualified, including for undertaking the Transaction contemplated by this Terms and Conditions, as per the laws of India and the jurisdiction where it maintains its principal or registered office; and

it has all the requisite power, including corporate power and authority to enter into this Terms and Conditions, to perform its obligations thereunder and to consummate the Transaction contemplated hereby.

Merchant/Seller represents, warrants and covenants that:

it has full capacity, power and authority to enter into this Terms and Conditions and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all governmental and other necessary approvals / consents / licenses in all applicable jurisdictions) and to authorize the execution, delivery and performance of this Terms and Conditions;

it shall not use the Bank Services in any manner, or in furtherance of any activity, which constitutes a violation of any law or regulation or which may result in fraud on any person or which may cause Bank to be subject to investigation, prosecution or legal action;

it shall disclose its privacy policy on the website and ensure that Merchant/Seller conducts its business in accordance with the same;

it shall take all such precautions as may be feasible or as may be directed by Bank to ensure that there is no breach of security and that the integrity of the link between Merchant/Seller's website, Payment Gateway, Soft-POS and the Payment Mechanism is maintained at all times. Merchant/Seller shall ensure that all Customer/Buyers upon accessing the link are truly and properly directed to the Payment Gateway; it shall not describe itself as an agent or representative of Bank;

The Merchant/Seller hereby expressly agrees not to directly or indirectly deal in such Products in restricted categories at any time during the subsistence of this Terms and Conditions and shall be solely liable for violation of the same.

Bank shall not be a party to any Terms and Conditions(s), assurance(s) or undertaking(s) between the Customer/Buyers and Merchant/Seller in any manner whatsoever.

it shall use the Bank Services only for Merchant/Seller's website(s), POS and product/service categories approved by Bank under this Terms and Conditions and for no other sites, products or services. If Merchant/Seller wishes to use the Bank Services for any other website/product or service, Merchant/Seller shall obtain prior written approval from Bank for the same; and it shall at all times during the subsistence of this Terms and Conditions observe and comply with all applicable laws, rules and regulations in each applicable jurisdiction.

### **TERM AND TERMINATION:**

This Terms and Conditions shall be valid from the Effective Date for a period of one (01) year ("Term"). Thereafter the Term shall automatically be renewed annually and shall extend for successive twelve (12) month terms, until & unless terminated by the Parties.

This Terms & Conditions may be terminated by either Party by giving sixty days (60) days prior notice in writing to the other without being required to assign or give any reasons.

Either Party shall be entitled to terminate this Terms and Conditions in case of the defaulting Party's failure to remedy the breach of any terms and conditions of the Terms and Conditions within thirty (30) days of receipt of written notice stating such breach.

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Bank reserves the right to terminate the Terms and Conditions immediately without any notice period in case of fraud, or if, the Merchant/Seller has violated any of the terms of the Terms and Conditions in which case the fees paid by Merchant/Seller shall be forfeited.

Merchant/Seller acknowledges that it shall honour all Transactions until the Terms and Conditions is in force. The Merchant/Seller shall provide necessary documentation related to Transactions done by Merchant/Seller post termination up to a period of fifteen (15) months in case of Customer/Buyer disputes, failing which the Merchant/Seller will indemnify Bank towards such Transaction loss.

### **CONFIDENTIALITY:**

Each Party acknowledges and agrees that in connection with this Terms and Conditions, the receiving Party shall not disclose to any Third Party any Confidential Information of the disclosing Party that it may have access to during and in connection with its performance of services hereunder. Merchant/Seller shall ensure that that neither the Merchant/Seller nor any of its employees are privy to any information relating to Customer/Buyer details and information relating to passwords/pins and other private matters in respect of the Bank Services. Merchant/Seller shall not reverse engineer, decompile or disassemble any software shared/disclosed by Bank. Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information / materials and that the disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.

### **INTELLECTUAL PROPERTY:**

The intellectual property associated with Bank Services is the Intellectual Property of Bank and its associates. Nothing in this Terms and Conditions shall be deemed to be a transfer of any Intellectual Property rights to the Merchant/Seller and / or any of its associates, employees and partners. The Merchant acquires only the non-exclusive right to use such Bank Services as permitted herein and does not acquire any rights of ownership in the same. Bank and/or its suppliers hereunder retain the title or ownership of any rights with respect to Bank Services and all the Intellectual Property of Bank/ suppliers.

Merchant agrees and undertakes not to claim any ownership, right, title or interest in, or dispute the ownership of any of Bank Services.

Notwithstanding anything contained in this Terms and Conditions, Merchant shall be responsible at all times to adequately compensate Bank in respect of attributable or contributory infringement of any of the Intellectual Property Rights of Bank by the Merchant or its associates, employees and partners.

### **INDEMNIFICATION:**

Merchant/Seller hereby undertakes and agrees to indemnify and hold harmless Bank and its directors, affiliates, representative, employees and agents against all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs of Bank on a solicitor / attorney and own client basis), awards, damages, losses and/or expenses however arising directly or indirectly as a result of:

any claim or proceeding brought by the Customer/Buyer or any other person against Bank, in respect of any services offered by the Merchant/Seller;

any gross negligent act of Merchant/Seller's agents, employees, licensees or Customer/Buyers;

any fines, penalties or interest imposed directly or indirectly on Bank on account of Merchant/Seller's services or Transactions conducted through Merchant/Seller under this Terms and Conditions; and

breach of any of terms and conditions of this Terms and Conditions by the Merchant/Seller, its agents, employees or representatives.

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### **NO WARRANTY:**

The Bank Services are provided on an "as is" basis. Notwithstanding anything contained in this Terms and Conditions, Bank disclaims all warranties, express or implied, written or oral, including, but not limited to, warranties of fitness for a particular purpose with respect to the Bank Services or otherwise made as regards this Terms and Conditions. The Merchant/Seller also acknowledges that the services provided by the Payment Gateway Providers to Bank which is passed on to the Merchant/Seller under this Terms and Conditions, can be in any event be brought to an abrupt end in any event whatsoever by Bank and/or the Payment Gateway Providers, for any reason whatsoever and in such an event the Bank Services to the Merchant/Seller will in turn be terminated without Bank having to be given any reason whatsoever.

Bank's sole obligation and the Merchant/Seller's sole and exclusive remedy in the event of interruption to the Bank Services or loss of use and/or access to Bank's website and the Payment Gateway Provider's Processing Mechanism and services, shall be, to use all reasonable endeavors to restore the Bank Services and/or access to the Processing Mechanism as soon as reasonably possible.

Without prejudice to any other provision of this Terms and Conditions, Bank does not warrant that: the Bank Services, and the Payment Gateway Provider's Processing Mechanism will be provided 'uninterrupted' or 'free from any errors, virus, Trojan or other malicious, destructive or corrupting code, program or macro.

Bank reserves the right to make changes, enhancements, and/or modifications, due to mandatory, or regulatory or periodic requirements, applicable to the Bank Services from time to time in such manner as it may deem necessary or appropriate for the provision of the Bank Services by providing notice to the Merchant/Seller of the same. Merchant/Seller agrees to comply with the directions and/or instructions issued by Bank to suitably modify/upgrade the Merchant/Seller's systems to comply with the standards of the Processing Mechanisms (then in force) and the standards applicable to the Bank Services.

### **LIMITATION OF LIABILITY:**

Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Terms and Conditions.

In any event the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Terms and Conditions shall be limited to an amount not exceeding the Fees received from the Merchant/Seller for the Bank Services for the month immediately preceding the date of such proven claim/demands

### **Entire Terms and Conditions:**

This Terms and Conditions, together with all Attachments, constitutes the entire Terms and Conditions between the Parties regarding the subject matter of this Terms and Conditions and will supersede all prior oral or written representations and Terms and Conditions.

### **Invalid Provisions:**

The Parties agree to attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision

### **Assignment:**

The rights under this Terms and Conditions granted to the Merchant/Seller are not assignable or transferable without the prior approval of Bank. Bank shall be entitled to assign or transfer its rights and obligations under this Terms and Conditions to any other entity.

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### **Waiver:**

Waiver by either Party of any breach or failure to comply with any provision of this Terms and Conditions will not be construed as, nor constitute, a continuing waiver of that provision or a waiver of any other provision of this Terms and Conditions.

### **Governing Law, Jurisdiction and Dispute Resolution:**

This Terms and Conditions shall be governed by and construed in accordance with the laws in India. The Parties agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India as regards any claims or matters arising under or in relation to the terms and conditions of this Terms and Conditions. The Parties hereto will endeavor to settle amicably by mutual discussion any disputes, differences or claims whatsoever, related to this Terms and Conditions or arising on account of this Terms and Conditions, failing which, such dispute shall be settled by arbitration held at Mumbai by a single arbitrator appointed by Bank. The Arbitration and Conciliation Act, 1996 as amended from time to time shall govern the arbitration proceedings. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English.

### **Notices:**

All notices required or permitted by this Terms and Conditions shall be in writing and shall be delivered by hand delivery, reputed courier, registered AD, to the Party to their address as mentioned above in this Terms and Conditions, or to the last known address of the parties.

### **Counterparts:**

The Parties may execute this Terms and Conditions in counterparts and each fully executed counterpart shall be deemed an original