

Internet Payment Gateway Merchant Agreement

THIS AGREEMENT is made at _____ on this ____ day of _____, 20____, Between:
Bank of Baroda, having its head office at Vadodara, (Gujarat) - 390021 (referred as "the Bank") of the one
part; and _____

_____ (Merchant / Institution name) having its office at
_____(hereinafter
referred to as "Merchant") which expression shall unless it be repugnant to the context or meaning hereof
shall be deemed to mean and include in the case of the merchant being a _____
(i.e. Sole proprietary/Company/Partnership/Trust/Society/Government Agency etc.) the heirs,
administrators, executors, legal representatives, permitted assigns, partners, the survivor or survivors of
them, its successors, trustees from time to time (as the case may be) of the OTHER PART.

Merchant contact details are as listed below:

a) Merchant Name, Key Contact's name and complete Mailing address: _____

b) Mobile number of Key contact: _____

c) E-mail address: _____

d) Website URL & Corporate URL _____

e) Residential address and contact info of key contact personal _____

f) Account Number _____ Account Name _____

g) Signing Authority/ies _____

h) Description of Products/Services for which the Payment gateway will be used _____

WHEREAS:

a) The Bank is inter alia engaged in the business of accepting instructions from the merchants through the internet in respect of payments to be made by the customers of the merchants to the merchants using the Card / Net banking /UPI/ Wallet/other online /offline collections modes etc. (whichever is available), for providing goods and /or services to the customers on the Internet through Websites owned by the merchants /Bank/third party service providers.

b) Various banks, financial institutions and third party service providers are rendering information technology services including but not limited to Internet based electronic commerce, to the Bank. And the Bank is desirous of passing on all these services to its appointed merchants as more particularly hereinafter provided on the terms and conditions hereinafter appearing and subject to the merchant giving the indemnities and the declarations hereinafter contained.

The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the service as under & now the parties hereby agree as follows:

1. DEFINITIONS

1.1 "Agreement" shall mean this agreement, declaration, indemnity and any & all schedules, appendices, annexure and exhibits attached to it or incorporated in it by reference.

1.2 "Customer" means any person who desires to purchase services or products from the Merchant and makes payment for the same over the Internet on Bank's Web site using a valid Cards /Net banking / other online and offline modes.

1.3 "Customer Order" shall mean an order for purchase of goods or availing of services (With applicable taxes, duties, costs, charges and expenses) provided by the Merchant through Internet and which customer order shall be specifically designated by a customer order number, on mention or use of which the details of the order could be obtained by the customer from the Merchants on-line at the site, including without limitation, details of the status of the order.

1.4 "Facility Provider" means various banks, financial institutions, aggregators and associated companies as well as third party service providers who have signed with the Bank, are in the business of providing information technology services, and have allowed the merchants to use the platform developed by them to route online transactions.

1.5 "Product/"Service" means a tangible product /services that is purchased by the Customer, the payment for which is to be made by the Customer's from various online and offline modes of payment.

1.6 "Transaction/ Merchant Discount Rate" means the per-transaction charges, which Bank, deduct from the merchant settlement.

1.7 "Merchant's/ Bank Site" shall mean the website with the domain name _____ established by the Merchant/Bank/Approved third party service provider for the purposes of enabling its Customers to place orders for purchase of goods and services through the Internet.

1.8 "Card Associations" shall mean and include Master Card, Visa, Diners, Amex, and NPCI etc., which authorizes and enables Card transactions.

1.9 "UIDAI" shall mean the Unique Identification Authority of India, is a government agency that serves as the issuing authority for Aadhaar unique identification numbers (UIDs) and cards.

1.10 "Payment Service Provider" (PSP) shall mean entities which issue virtual addresses to the customers and provide payment (credit/debit) services under Payments and Settlement Systems Act, 2007.

2. TERM; NON-EXCLUSIVE

This Agreement shall become effective on the Date of its execution and shall remain in full force until a notice of cancellation by the Bank or the Merchant is given, or until terminated under other Provisions

of this Agreement.

Non-exclusive: Nothing in this Agreement shall prohibit the Bank from furnishing the services similar to those provided under this Agreement to others, including competitors of the Merchant.

3. PAYMENT TO THE MERCHANT

Bank agrees to pay the Merchant the sale amount of successful transaction less refund, any charges, penalties, charged back, dues which the Bank, Card Associations, Facility Providers entitled to receive upon the Bank with respect to any transaction collected for merchant. If there is insufficient funds available in the Merchant's Account, the Merchant on receipt of the claim from Bank undertakes forthwith to pay to the Bank to the extent to which such funds proves inadequate.

4. COVENANTS OF THE MERCHANT

In consideration of the Bank performing the services as mentioned above, the Merchant hereby declares, assures, undertakes and guarantees that:

4.1. The Bank and the Facility Providers shall not be a party to any litigation, arbitration or other proceedings instituted in respect of any disputes between the Customers and the Merchant in any manner whatsoever. All contracts are directly between the Merchant and the Customers.

4.2. In the event of any deficiency in product/service, the Merchant shall take such measures as may be required, to rectify the same else compensate the Customer for any loss caused to the Customer.

4.3. All licenses and registrations required by the Merchant are in full force and effect to enable the Merchant to carry on the business of sale of goods & services and shall comply with all rules, byelaws and standards set by the Card Associations, the Facility Providers and the Bank

4.4. The Merchant shall ensure that he is acting in compliance with all laws, rules and regulations and guidelines set by Visa / Master Card / NPCI / Bank / federal, state, local or international including the laws of India and the Facility Providers. Merchant will not sale any product or service or carry out any activity, which is banned, illegal, or immoral & does not comply with all applicable laws and regulations of above agencies.

4.5. The Merchant will show appropriate policies and disclaimers on the Site where customer is placing the order with the Merchant which includes:

a) Contact detail of Merchant in the event the purchaser has questions regarding the nature or quality of the goods, services that the Merchant offers for sale

b) Procedures for resolving disputes, shipping of goods, refund etc.

4.6. The Merchant shall not (whether on-line or otherwise) describe itself as agent or representative of the Bank and the Facility Providers & give any warranties which may require the Bank and the Facility Providers to undertake to or be liable for, whether directly or indirectly, any obligation and / or responsibility to Customer or any third party.

4.7. The Merchant shall use the Bank's services only for the Merchant's site mentioned in "Merchant contact details clause d" and sale the products and services only mentioned in "Merchant contact details clause h" and for no other products/services/website.

4.8. The Merchant shall not input the Card data on the Bank and the Service Providers Payment Gateway themselves or by their authorized employees, agents or any other person acting by through or under the Merchant's instructions, failing which it will be considered as breach of this agreement.

4.9. The Merchant shall inform the Bank of its change of ownership, address, activity or legal status or its cessation of business in writing 30 working days prior to its effective date.

4.10. In the event of any inconsistency between any provision of this Agreement and the standards set out by Card Associations, the standards set by Card Associations shall govern.

4.11. The Merchant acknowledges that the Card Associations, Facility Providers and the Bank have the right to enforce any provision of the standards and to prohibit any Merchant conduct. The Merchant agrees that he will not take any action that might interfere with or prevent exercise of this right by the Card Associations, Facility Providers and the Bank.

5. ACCEPTANCE OF CHARGES WITH FULL RECOURSE

5.1. The Merchant agrees that if Issuing Bank raises a claim on the Bank and / Facility Providers /Associate Companies of the Bank, against the payment made in respect of any order, shall be the financial responsibility of the Merchant & Merchant agrees to the charging back of such uncollectible charge as the case may be without any demur or protest, dispute or delay and It shall be the personal responsibility/liability of all the promoters, directors, heirs, administrators, executors, legal representatives, permitted assigns, partners, the survivor or survivors of them, its successors, trustees from time to time (as the case may be) in their individual capacity. Without prejudice to the provisions of the aforesaid, the payments shall be deemed uncollectible as per time to time guidelines of Visa/Master Card/NPCI/RBI/Bank/federal/state/local or international body/ Facility Providers.

5.2. The Merchant hereby authorizes the Bank to appropriate the dues with the Bank to the extent of the aforesaid uncollectible amounts. If there is insufficient funds available therein, the merchant shall on finding out negative balance in his account and / or on receipt of the e-mail from the Bank and / or claim from the Bank undertakes forthwith without any demur, protest, dispute or delay, to pay to the Bank, the amount of the dispute / refund to the extent to which such funds proves inadequate on the same day. Without prejudice to any other of Bank's rights and remedies, in the event that the Merchant does not make any payment to Bank by its due date or on demand as required under this Agreement, the Bank shall be entitled to charge daily interest on such overdue as per the banks norms.

6. INDEMNITY

The Merchant hereby undertakes and agrees to indemnify the Bank and the Facility Providers from all actions, proceedings, claims, liabilities, penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and / or expenses however arising directly or indirectly as a result of:

- a) any breach or non-performance by the Merchant of any of the Merchant's undertakings, warranties, covenants, declarations or obligations under this Agreement; or
- b) any claim or proceeding brought by the Customer or any other person against the Bank and the Facility Providers in respect of any services offered by the Merchant; or
- c) any act, neglect, any loss or liability arising or default of the Merchant's agents, employees, licensees or customers against the Bank and the Facility Providers and or incur as a consequence of any failure whether temporary or permanent of the Payment Mechanism (as modified from time to time).

7. NO WARRANTY AND LIMITATION of LIABILITY

7.1 The Bank and the Facility Providers 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 Bank and the Facility Provider's services may not be un-interrupted or error free. The Merchant also acknowledges that the services provided by the Bank and the Facility Providers to Merchant under this Agreement may be brought to an abrupt halt in the event which are beyond its control.

7.2 The Bank's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption to the Services or loss of use and / or access to the Bank's Site, the Facility Providers facilities and Bank's Payment Mechanism and services, shall be to use all reasonable endeavors to restore the Services and /

or access to the Payment Mechanism as soon as reasonably possible. Without prejudice to any other provision of this Agreement, the Facility Providers and the Bank does not warrant that:

- a) The Bank's sites and services, the Facility Providers facilities and the Bank's Payment Mechanism will be provided uninterrupted or free from errors or ; or
- b) Is free from any virus or other malicious, destructive or corrupting code, program or macro.

8. TRANSACTION LIMITS

The Bank and the Facility Providers reserve the right to impose limits on the amount as well as number of purchases during any time, and reserves the right to refuse to make payments in respect of orders exceeding such limit/customers with a prior history of questionable charges.

9. FEES AND OTHER CHARGES

In consideration of the services provided by the Bank, the Merchant agrees to pay to the Bank the Transaction/Merchant Discount Rate (MDR), Annual Maintenance Charges (AMC), Set up fee and other charges (which are payable time to time) as detailed in Annexure 'A' which shall be deducted by the Bank from the amounts payable to the Merchant in terms of Clause 3 hereof in respect of a Customer Charge.

10. TERMINATION

10.1. Either Party may terminate this Agreement without any cause with prior written notice of 30 days to other party.

10.2. Notwithstanding above bank may terminate this agreement immediately in case the merchant violates any applicable law or default/ breach of this agreement and which does not cured within the period mentioned in the notice given by the bank.

10.3. The Bank may terminate this Agreement without any notice, if the Merchant fails or neglects to get business through facilities and services of the Bank for a continuous period of 180 days.

10.4. In case of termination/ cancelation of this agreement by bank due to any breach of this Agreement by merchant or its representatives/ agents, the Bank shall withhold the 100% settlement amount against customer charge/dues/penalties etc. in terms of Clause 3 arising after the date of such breach/notice.

10.5. Bank may use this withhold /reserve funds in order to protect against catastrophic loss due to fraud, theft, human error, or excessive customer disputes. The Merchant agrees that the Bank is in no way responsible for any losses sustained by the Merchant, including claims for lost profits, because of the imposition of transaction limits or withhold /reserve deposit amounts for any reason.

11. SECURITY OF CARDHOLDER DATA

The merchant shall ensure that there are proper encryption and security measures installed at its Site to prevent any hacking into the information of the merchant and the Customer. It shall be the obligation of merchant to verify the IP address of the Bank's sites in the return / confirmation message URL.

12. FORCE MAJEURE

The Bank and the Facility Providers shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case, its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank and the Facility Providers, including, without limitation, unavailability of any communication system, breach or virus in the processes or

Payment and Delivery Mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.

Confidentiality

The merchant shall not disclose or divulge any information which is by its nature deemed to be confidential information received or acquired under this arrangement without the prior permission of bank, however the merchant may share information to its employees / representative / agents exclusively on need to know basis or may disclose to the government authorities / regulatory bodies as per applicable law.

The merchant agrees that The Bank may need to share, store or transmit information about the merchant or any of its Customer Accounts, exclusively on need to know basis, within the Bank's group/affiliates or with any agent or Third Party used by the Bank for the purpose of providing the Services or for the maintenance of the Bank's overall relationship with the merchant. Any such sharing, storage or transmission of such information will be done on a confidential basis and the Bank will endeavour to maintain strict confidentiality of such information within the Bank's group/affiliates unless: (a) otherwise required by any applicable law, or on the request of a governmental agency or regulatory authority or required to do so by an order of a court of competent jurisdiction.

Either party shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, as far as it is practicable both the parties shall immediately expunge any Confidential Information relating to this arrangement from any computer, word processor or other device in possession or in the custody and control by the party or its affiliates. Provided that the parties are entitle to retain the information for archive purpose or required to retain as per industry practices or as per any applicable laws, in such case the obligation to protect the information shall be continued till the information is in the possession of the party.

LAW, JURISDICTION AND DISPUTE RESOLUTION

The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Baroda, Gujarat shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

ARBITRATION

Bank and the merchant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the merchant have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent. The place of arbitration shall be at Baroda. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.

13. GENERAL PROVISIONS

13.1. The Parties to this Agreement are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party hereto. Neither Party shall make any representation that suggests otherwise.

13.2. If any provision of this Agreement is unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.

13.3. The Bank reserves the right at all times to vary or amend these terms and conditions or to introduce new terms and conditions. Any such variations, amendment, or introduction will become effective and binding on the Merchant upon notification to the Merchant by Email/ordinary post/hand delivery/registered mail/courier etc. and if the Merchant is unwilling to accept than the Merchant shall notify the Bank in writing by Registered Post within five days from the receipt of the notification by the Bank

13.4. The Merchant without the prior written consent of the Bank shall not assign this Agreement. The Bank may assign all its rights and obligations under this Agreement to any of its affiliates. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.

13.5. Liability upon Expiration: Neither Party shall be obligated to extend or renew this Agreement.

13.6. Disclosure of information: The Bank will be entitled at any time to disclose information concerning the merchant to a third party in connection with the Bank facilities provided by the Bank. This clause shall survive the termination of this Agreement.

13.7. Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand delivery/registered mail/courier/email/ facsimile

In case of the Merchant:	In case of the Master Merchant:
Name: _____	Name: Bank of Baroda
Address: _____	Address: "Baroda Bhavan",
_____	2 nd Floor, R.C. Dutt Road,
_____	Alkapuri, Baroda – 390007.
_____	Email: ipgot.bcc@bankofbaroda.com

13.8. Inform any change in above address by either party, in writing to the other party.

13.9. Notice will be deemed given:

a) In case of hand delivery/registered mail/courier upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;

b) In case of facsimile/Email upon completion of transmission and the sender retains a transmission report showing successful transmission. If in case of the date of receipt not being a business day, notice shall be deemed to have been received on the next business day. Provided further that, in case of a notice being forwarded by facsimile/email, a copy of the notice shall also be forwarded by hand delivery/registered mail/courier services.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their hands here to on the date and the year first above written.

On behalf of	Merchant	Bank
Signature (All the authorized signatories)		
Name		
Title /Post		Branch Head - Bank of Baroda -
Address		
Signature (Witness 1)		
Name		
Title /Post		
Address		
Signature (Witness 2)		
Name		
Title /Post		
Address		

ANNEXURE 'A'

Bank will deduct following Fee & per transaction charges (MDR) from Merchants settlement exclusive of all applicable taxes:

A. Cards		B. Net Banking
a.	Local Debit Card:	
•	up to Rs 2000 /-	
•	above Rs 2000 /-	
b.	Credit Card:	
•	Consumer –	
•	Commercial –	
c.	International Card -	

C. UPI	D. Offline Mode	Other Mode

- Set up Fee (One Time, Non Refundable) of Rs _____
- Rolling Reserve ___ % of the transaction / settlement amount (for ___ days).
- Security Deposit (Refundable) of Rs. _____.
- Annual Maintenance Cost (AMC) of Rs. _____ (in advance).
- Payment Schedule – T+..... Days

Signature of all Authorized Signatory/ies
With Company Seal