

## Terms of Service

These Terms and Conditions (“**Terms**”) govern the access or use by you (“**Merchant**”, “**you**”, “**your**”) of the Services (defined below) provided by D. Sign Softech Private Limited (“**D. Sign**”, “**Sellonboard**”, “**we**”, “**us**” or “**our**”), a company established under the laws of India, having its principal office at C-202, Second Floor, RG Complex, Motia Khan, Pahar Ganj, New Delhi, Delhi - 110055. Please read these Terms carefully before accessing or using the Services. These Terms also include our privacy policy, available at [<https://sellonboard.com/privacy-policy/>] (“**Privacy Policy**”) and the terms and conditions of the Payment Partner (defined hereunder) available at [<https://sellonboard.com/term-of-use/>] (“**Payment Partner Terms**”). Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and D. Sign. If you do not agree to these Terms, you may not access or use the Services.

### 1. DEFINITIONS

- 1) “**Additional Terms**” means and includes the Privacy Policy and the Payment Partner Terms;
- 2) “**Applicable Law**” means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permits, licences, approvals, consents, authorisations, government approvals, directives, guidelines, requirements or other government restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any regulatory authority, whether in effect as on the date of you agreeing to be bound by these Terms or at any time after;
- 3) “**Authority**” shall mean any judicial or quasi-judicial authority or any regulatory, statutory authority of any such territory where Services are being offered and shall include but not be limited to the Payment Partner, the Issuer, and any Facility Provider;
- 4) “**Business Day**” shall mean Monday to Friday 10 am to 5 pm and shall not include such days on which the banking institutions in India are authorised or obligated under the Applicable Law to remain closed;
- 5) “**Card Payment Networks**” means Payment Systems which are authorised by the RBI to be affiliated with banks, non-banking financial companies, or other RBI approved entities, for the issuance of inter alia credit cards, debit cards and prepaid cards;
- 6) “**Dispute**” shall mean a dispute raised by a Customer pertaining to the Transaction;
- 7) “**Customer**” shall mean the Person availing the products and services offered on the Merchant Dashboard by the Merchant;
- 8) “**D. Sign or Sellonboard Website**” refers to [www.dsignsoftech.com](http://www.dsignsoftech.com), [www.sellonboard.com](http://www.sellonboard.com);

- 9) **“D. Sign or Sellonboard Services”** shall mean the services, including but not limited to the services of providing a Platform for you to be able to connect with any e-commerce platform to manage your orders online to empower a digital presence, easy collection of payments, shipment solutions, notification solutions, accounting solutions and access to third party service providers in order to enable you to boost your sales and such other services as may be made available to the Merchants from time to time;
- 10) **“Escrow Bank”** or **“Nodal Bank”** means a bank that owns and operates the escrow account, or the nodal account set up by the Payment Partner;
- 11) **“Facility Provider”** includes banks, financial institutions, and technology service providers, including, Escrow Banks or Nodal Banks and Card Payment Networks, facilitating the Transaction or any part thereof;
- 12) **“Issuer”** means (i) a bank or financial institution that offers and/or issues cards in partnership with Card Payment Networks, such as Visa, MasterCard or American Express; (ii) a bank that offers accounts; and (iii) an entity authorised under the Payment and Settlement Systems Act, 2007 to issue a Prepaid Payment Instrument;
- 13) **“Merchant”** means a Person who has registered on the Platform to avail the Services;
- 14) **“Merchant Dashboard”** shall mean the digital platform set up by the Merchant on the Platform to offer products or services and enable Customers to receive Orders;
- 15) **“Order”** shall mean a request placed by the Customer for availing any product and/or service offered by the Merchant (payment of which maybe online or offline);
- 16) **“Payment Aggregation Services”** shall mean the facility to accept various Payment Instruments from the Customers for completion of their payment obligations without the need for Merchants to create a separate payment integration system of their own;
- 17) **“Payment Instrument”** includes credit card, debit card, bank account, Prepaid Payment Instrument, Unified Payment Interface (UPI), Immediate Payment Service (IMPS) or any other methods of payments which shall be developed or added or deployed by Facility Providers or financial institutions from time to time;
- 18) **“Payment Partner”** shall mean D. Sign Softech Private Limited;
- 19) **“Payment System”** has the meaning ascribed to the term in the Payment and Settlement Systems Act, 2007;
- 20) **“Person”** shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company, a bank, a non-banking financial company or other entity or organisation, including a

government or political subdivision, an agency or instrumentality thereof, and/or any other legal entity;

- 21) **“Platform”** shall mean the D. Sign or Sellonboard app and the D. Sign or Sellonboard Website collectively;
- 22) **“Prepaid Payment Instrument”** has the meaning ascribed to the term in the Master Directions on Prepaid Payment Instruments dated August 27, 2021, issued by the RBI and as amended from time to time;
- 23) **“RBI”** shall mean the Reserve Bank of India;
- 24) **“Services”** shall mean the Payment Aggregation Services and the D. Sign Services collectively;
- 25) **“Transaction”** means an Order whereby the Transaction Amount is paid by the Customer to the Merchant through a Payment Instrument; and
- 26) **“Transaction Amount”** means the amount paid by the Customer in connection with Transaction.

## 2. ELIGIBILITY CRITERIA

- 1) You represent and warrant that you (a) have full legal capacity and authority to agree and bind yourself to these Terms; (b) are eighteen years of age or older; (c) are an Indian resident; and (d) have all requisite licences, registrations, rights, power, and authority in full force to enter into this Terms and Conditions. If you represent an entity, organisation, or any other legal person, you confirm and represent that you have the necessary power and authority to bind such entity, organisation, or legal person to these Terms.

## 3. PROFILE CREATION

- 1) In order to avail the Services, you will be required to create an account on the Platform by setting up a username and password which will be linked to your phone number and email address (“Account”).
- 2) You agree that you shall implement reasonable measures to secure access to:
  - (a) any device associated with the email address or phone number linked to your Account with the Platform; and
  - (b) any device associated with the email address or phone number linked to your Account with the Platform; and
- 3) You are responsible for maintaining the confidentiality of your username and password assigned during the Account registration process. You agree to immediately notify us of any disclosure or unauthorised use of your Account, or any other breach of security with respect to your Account.

- 4) We reserve the right to disable any password or any such other unique code which gives access or identifies your acts on the Platform if in our reasonable opinion you are in breach of any provision of the Terms.
- 5) If you know or suspect that anyone other than you knows your password, you must cease using the same password, change your password immediately and promptly notify us as provided under clause 19.

You must ensure that you log out from your Account at the end of each session to prevent misuse of your Account.

- 6) The Services provided whether or not as a collective work and/or compilation, are protected pursuant to the copyright laws, international conventions, and other intellectual property laws of the territory where the Services are performed. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section 2), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.
- 7) You expressly agree and consent to be liable and accountable for all activities that take place through your Account. We shall in no manner be held liable for any unauthorised Transaction, refund requests, Dispute requests through your Account due to unauthorised access including but not limited to hacking and security breaches.
- 8) You agree to receive communications from us regarding: (i) information relating to Transactions on the Platform; (ii) Transaction Amount received; (iii) information about us and the Services; (iv) promotional offers and services from us and our third-party partners; and (v) any other matter in relation to the Services.

#### **4. SCOPE OF SERVICES**

##### **1) D. Sign Services**

- (a) We are merely a technology company rendering D. Sign Services which can be availed at [<https://www.dsignsoftech.com/> or <https://sellonboard.com>]. The D. Sign enables e-commerce services, and as a technology provider facilitates logistics and payment services, enables access to education platforms, and provides such other value-added services to help you grow and expand your business.
- (b) Please note that we do not in any way endorse you or the products or services that are being offered on the Merchant Dashboard.
- (c) Linking of our Platform:
  - (i) You must refrain from linking our Platform on any other platform in a manner which:

1. portrays or suggest our endorsement, association, approval with any person, product, services etc., unless specific consent has been taken from us in this regard;
2. is illegal; or
3. may cause, either intentional or unintentionally, damage or harm to our reputation or goodwill.

(ii) We reserve the right to withdraw linking permission upon which you must immediately cease such linking. If you wish to link to or make use of any content on our Platform other than that set out above, please contact support@dsignsoftech.com.

## **2) Payment Aggregation Services**

- (a) D. Sign has partnered with the Payment Partner to facilitate payments via the Platform. The processing of payments will be subject to the Payment Partner Terms in addition to these Terms. D. Sign shall not be liable for any action or inactions by the Payment Partner. In the event of any unsuccessful payments, the money so debited shall be credited back to the source account in accordance with the Payment Partner Terms available here.
- (b) You hereby agree that all Transaction Amounts collected by the Payment Partner shall be settled with you in accordance with the Payment Partner Terms.
- (c) Should you or the Customer have any queries, concerns, questions, or grievances, pertaining to the Payment Aggregation Services availed please reach out to support@dsignsoftech.com.

## **3) Access to Services**

- (a) Access to the features of the Services may depend upon the subscription plan you have subscribed to. The features, functionalities, and fees applicable for each Service or under each subscription plan differ. To understand the different Services and subscription plans offered by D. Sign or Sellonboard and the features provided under the same please refer to [<https://sellonboard.com/pricing/>]. Further, you agree that we reserve the right to enable and/or disable certain features for you.
- (b) If the payment method which you have chosen for making payments towards your subscription plan supports auto renewal, the payment of the subscription fees will be on a recurring basis, and you authorize us to collect the subscription fees for the next subscription term(s). Please note that your subscription to the Services will be renewed consecutively for such terms as chosen by you in the event you choose auto renewal as your mode of payment.
- (c) You acknowledge and agree that we may have to modify the Services to comply with the Applicable Laws. As a result of this, you may be unable to access or use all or any part of the Services. We shall not be liable to you for such inability to use the Services pursuant to our compliance with the Applicable Laws.

#### 4) Third-Party Services

- (a) The Services may include services, content, documents, and information owned by, licensed to, or otherwise made available by a third-party (“Third-Party Services”), and may also include links to Third-Party Services. You understand and acknowledge that Third-Party Services are the responsibility of the third-party that created or provided it and acknowledge that use of such Third-Party Services is solely at your own risk.
- (b) We make no representations and disclaim all warranties and liabilities arising out of or pertaining to such Third-Party Services, including their accuracy or completeness. Should you avail a Third-Party Service, you shall be governed and bound by the terms and conditions and privacy policy of the third parties providing the Third-Party Services. Further, all intellectual property rights in and to Third-Party Services are the property of the respective third parties.

#### 5. UNDERWRITING

- 1) You may be required to undertake certain underwriting processes with us in order to avail the Services. In this regard, we may (or under the instructions of our Payment Partner) require you to upload documents and information (**“Underwriting Documents”**) that may be necessary to ascertain your eligibility to avail the Services, including Payment Aggregation Services.
- 2) You authorise us, and any third-party service provider we may engage with, to process Underwriting Documents and ascertain your eligibility. Any processing that we undertake shall be in accordance with our Privacy Policy. You agree that such processing may be subject to additional terms of service in the event a third-party processes information under this clause.
- 3) Further, during the Term we reserve the right to seek any additional information, data, or documentation (collectively, **“Additional Information”**) which may be required to determine your eligibility to avail the Services or for the continued use of Services. You agree to share such Additional Information promptly upon request, and further authorise us to process such Additional Information.
- 4) You agree and warrant to provide true, complete, and up-to-date Underwriting Documents and Additional Information. If the information provided by you, in our sole discretion, is unreliable or appears to be fraudulent or deficient, then we reserve the right to not provide you the Services, including the Payment Aggregation Services on the Platform. If we discover any deficiency in the information provided by you on a later date, then we may suspend the Account you hold with us, and the Payment Partner reserves the right to (i) settle all pending Transaction Amounts with you; or (ii) return the pending Transaction Amounts to the Customers; or (iii) hold on to the pending Transaction Amounts for further investigation.

#### 6. PROHIBITED ACTIVITIES

- 1) By agreeing to these Terms, you assert that you are not in the business on selling goods and services mentioned under Schedule I. In case you do, you shall not be qualified to avail the Services of D. Sign.

## **7. D. SIGN'S RIGHTS**

### **1) Right to audit and suspend Merchant Account**

- (a) You agree that you shall permit and facilitate us, our officers, employees, agents, advisors, auditors and other professionals to (i) inspect and audit your records relating to goods and services provided on the Merchant Dashboard, your business in general, and any activities carried in relation to the Services availed; (ii) seek information including but not limited to Underwriting Documents, copy of licence, payment and delivery proof, business records, etc; (iii) monitor your compliance with covenants, standards, terms and conditions hereunder; and (iv) perform discretionary audits.
- (b) Further, you also reserve the right of the Authorities (i) to conduct an on-site/off-site monitoring and inspection of the arrangement under these Terms; (ii) to cause an inspection to be made on you and your books and accounts by one or more of its officers, employees, or any other persons at any time with or without notice and you undertake not to impede the Authorities in carrying out their supervisory functions and objectives.
- (c) D. Sign reserves the right to verify the details/information provided by you. In the event such information is false, D. Sign reserves the right to take action against you including but not limited to suspension of your Account on the Platform. Additionally, D. Sign reserves the right to suspend your Account for any breach of Additional Terms including these Terms or as otherwise provided in these Terms and Conditions.
- (d) You agree that we reserve the right to observe, and/or track your activities on the Platform and inform any such activity undertaken by you to any Authority, which in our opinion is or is suspected to be fraudulent, unauthorised, illegal, and/or breaches the Terms in any manner.
- (e) Further, we reserve the right to charge a penalty fee from you, for abusing our Platform, towards the charges incurred for the investigation, operational handling, and legal consultation charges.

### **2) Right to collect, store and share information**

- (a) When you upload or post content to the Merchant Dashboard, you grant us an irrevocable, perpetual, royalty-free, non-exclusive, and worldwide licence to copy, display, transmit, review, reproduce, store and archive the content.
- (b) In addition to any consent, you may give pursuant to the Privacy Policy, you hereby consent to us retrieving your credit score from credit information

companies for the purpose of evaluating your creditworthiness to avail our Services.

- (c) You agree that upon deletion of your account, we reserve the right to retain such data of yours to the extent permitted under the Applicable Law.;
- (d) We reserve the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights, or of their right to privacy or in the event we deem it necessary to disclose such information to protect the interest of such third party
- (e) We reserve the right to screen you against OFAC, UNSC, and such other lists, including but not limited to blacklists, whitelists, warning lists and sanctions lists at our discretion and work with our banking partners and notify the Authorities in case of a match against any of these lists.

### 3) Right to charge Commission

- (a) D. Sign shall charge a commission on each purchase made by a Customer to the Merchant. Such commission is deductible from the payment received from the Customer. The commission charged by us shall be displayed to you at the time of creation of your Account. Such commission may be changed by us at our sole discretion. We shall undertake best efforts to inform you of the revised commission by indicating the same on our Platform, however, you agree and understand that you shall solely be responsible for visiting the Platform and reviewing the commission applicable to you from time to time.
- (b) You agree and understand that in addition to the commission we may deduct all taxes in accordance with the Applicable Laws.

## 8. CONSENT TO USE DATA

- 1) All data that we collect in order to provide you the Services shall be governed in accordance with our Privacy Policy.
- 2) All data pertaining to the information available on the Merchant Dashboard, your Account, your usage of the D. Sign Services, all electronic conversations with Customers, including conversations pertaining to their grievances, shall be backed up by us and you authorise us to store and share the back-ups with the Payment Partner as and when required by the Payment Partner in order for it to be able to offer the Payment Aggregation Services and with any Authority.
- 3) We may use information and data pertaining to your use of the Services for analytics, trends identification, and purposes of statistics to further enhance the effectiveness of the Services and efficiency of the Platform.



- 4) Based on the consent provided by you, the Platform tracks, organises, and analyses your Orders and your use of the Platform to present to you various ancillary services. We may share the Order and Transaction information with our affiliates to which you hereby consent. You hereby also consent to us using your Order or Transaction information to identify and obtain ancillary services that are appropriate for you, for which we may charge you a facilitation fee.

## 9. YOUR RESPONSIBILITIES

- 1) You represent and warrant that all information that you provide on the Platform or in relation to the Services is complete, true, and correct on the date of agreeing to these Terms and shall continue to be complete, true, and correct while you avail the Services. We do not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data provided to avail the Services is incorrect, incomplete, inaccurate, or misleading, or if you fail to disclose any material fact.
- 2) During the Term and thereafter, you agree that you will not disparage us or any of our affiliates in any way which could adversely affect our or any of our affiliates' goodwill, reputation and business relationships with the public generally, or with any of our customers, suppliers or employees.
- 3) You shall extend all cooperation to us, in our defence of any proceedings that may be initiated against us due to a breach of your obligations or covenants under these Terms.
- 4) You agree that in order to avail the Services, you shall provide a minimum 3-Business Days refund period ("Tr") from the date of the Transaction in relation to all the services and products listed by you on the Merchant Dashboard. However, you may provide your Customer an additional refund period in excess of Tr at your discretion.
- 5) You are solely responsible for the content displayed on the Merchant Dashboard, Platform, and the payment link. You must ensure that all information displayed on the Merchant Dashboard is always true, accurate, complete, including without limitation description, price, applicable taxes or fees, shipping information, required legal disclosure, and other advertising, offers or promotional material. You are solely responsible for setting the cost of the products or services you offer to the Customers.
- 6) You agree that you shall promptly, and in no event in later than 3 days from the date of change, provide us details regarding any changes in the ownership/control/management, business type, legal name, contact information, bank account, and any other changes that would affect the provision of Services.
- 7) You are responsible for ensuring that the terms and conditions and privacy policy that cover all relevant information and disclosures which you want, or which are otherwise required by law to be made in relation to any sales and/or returns made for the products and services displayed on the Merchant Dashboard. No such terms

and policies are binding on us, nor should there be a conflict between them and these Terms or the Additional Terms, in which case these Terms and/or the Additional Terms shall prevail.

- 8) You agree that you shall initiate the process of fulfilment of your delivery obligations with respect to an Order immediately and promptly upon confirmation of an Order. We reserve the right to seek the documents evidencing such proof of delivery for all Orders and Transactions.
- 9) You shall ensure that the information provided by the Customers on the Merchant Dashboard in order to avail the products and services offered on the Merchant Dashboard is true, accurate and up to date.
- 10) You agree that you are not allowed to store payment data of the Customers irrespective of you being PCI-DSS compliant or otherwise, unless permitted under the Applicable Laws. Should you store any data in compliance with the Applicable Laws, you agree to ensure all applicable standards in this regard are complied with.
- 11) You are hereby restricted from transferring or attempting to transfer your financial liabilities to the Customers by employing any methods and/or undertaking any actions that amount to coercing the Customers to waive their dispute rights pertaining to Transaction Amounts.
- 12) You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:
  - (a) infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets, of any party;
  - (b) except as may be provided hereunder, copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create any derivative works from, or licence the Services;
  - (c) use the Services to transmit any data or send or upload any material that contains viruses, trojan horses, worms, time bombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
  - (d) use any robot, spider, other automated device, or manual process to monitor or copy the App or Services or any portion thereof;
  - (e) use the Services in any unlawful manner, for fraudulent or malicious activities, or in any manner inconsistent with these Terms; or
  - (f) violate Applicable Laws in any manner.

## **10. REFUNDS**

- 1) All payments with respect to refunds shall be solely your responsibility and we shall not be liable for any claims, disputes, penalties which may arise in connection with such refunds to you or the Customer.

- 2) You shall indemnify us in respect of any claims, disputes, penalties, costs, and expenses arising directly or indirectly in relation to refunds and Disputes for all Transactions.

#### **11. DISPUTES**

- 1) If your Account is associated with a significantly high volume of Disputes in our opinion, we reserve the right to
  - (a) suspend your Account, or
  - (b) implement a reserve.

#### **12. ADDRESSAL OF GRIEVANCES**

- 1) If the Merchant has any questions or complaints regarding the Services, you may directly reach out to us through the modes provided at support@dsignsoftech.com.
- 2) You ensure that you will address all questions and/or complaints that a Customer has and include appropriate clauses detailing the mechanism that shall be followed to resolve Customer grievances in the terms and conditions applicable to the sale of such product and/or service.

#### **13. INTELLECTUAL PROPERTY**

- 1) All rights, title, and interest in and to the Platform and Services, including all intellectual property rights arising out of the Platform and Services, are owned by or otherwise licensed to us. Subject to compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sub licensable, royalty-free, revocable, and limited licence to use the Platform in accordance with these Terms and its written instructions issued from time to time.
- 2) We may request you to submit suggestions and other feedback, including bug reports and vulnerability disclosures, relating to the Services from time to time ("Feedback"). We may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback we receive from you, without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.
- 3) Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to our or any third-party's intellectual property rights.
- 4) You must not use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors. If you print, copy, or download any information from our Platform in breach of these Terms, your right to use our Platform will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made.

#### **14. INDEMNITY**

- 1) You shall indemnify, defend at D. Sign's option, and hold D. Sign, its parent company, affiliates, and their officers, associates, successors, assigns, licensors, employees,

directors, agents, and representatives, harmless from and against any direct or indirect losses, actions, damages, penalties, cost and expenses, claim, demand, lawsuits, judicial proceeding, (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) arising from or relating to:

- (a) acts, commissions or omissions, errors, misrepresentations, misconduct, negligence, fraud, forgery, dishonesty, violation attributable to you and/or your personnel/agents/representatives, or any third party who may use your Account, your access to the Platform, use of the Services, violation of these Terms or any infringement of these Terms;
- (b) contravention of Applicable Law or industry practice applicable to you; or
- (c) any claim from any Authority or any third party as a result of any action or inaction on your part, including but not limited to, breach of these Terms or any acts committed beyond the scope of these Terms.

#### **15. LIMITATION OF LIABILITY**

- 1) Notwithstanding anything to the contrary contained herein, neither D. Sign nor any of its affiliates or related parties shall have any liability to you or any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under, directly or indirectly, or relating, in any manner whatsoever, to these Terms, including any action taken by any Authority or Payment Partner. To the maximum extent permitted by law, you agree to waive, release, discharge, and hold harmless D. Sign, its affiliates, subsidiaries, parent company, and each of their directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Platform or the Services.

#### **16. TERM**

- 1) These Terms shall remain in effect as long as you continue to access the Platform, avail the Services, or maintain an Account on the Platform.

#### **17. TERMINATION**

- 1) Notwithstanding other legal remedies that may be available to you, we may at our sole discretion, limit your access or activity (either temporarily or indefinitely), or suspend or terminate your Account or refuse to provide you with access to the Platform and the Services, without providing you with notice or cause, for any reason including but not limited to the occurrence of the following events:
  - (a) breach of your obligations, covenants, representation under the Terms;
  - (b) failure to repay or fraudulent payment for Transactions; or
  - (c) upon the request of a Customer or Authorities.
- 2) Upon termination under Clause 17.1:
  - (a) you shall not be permitted to use the Platform; and
  - (b) these Terms shall terminate, except for those clauses that are intended to survive termination or expiry, including clauses 7.1, 14, 15, 19 and 20. All your rights and obligations that arise prior to termination shall also survive.

- 3) Notwithstanding anything to the contrary contained in the Terms, upon termination of your access to or use of the Platform and Services, all amounts or outstanding monies due from you to the Customer shall continue to be payable in accordance with your terms of service.

#### **18. D. SIGN MAY MAKE CHANGES TO THE PLATFORM**

- 1) We reserve the right to make changes to these Terms and Conditions and the Platform. As a Merchant, you are required to review the Additional Terms and these Term each time you use the Platform or Services. Your use of the Platform and Services will be governed by the Additional Terms and these Terms as amended from time to time. If at any point such amendments are not acceptable to you, we advise you to cease using the Platform and/or the Services at such time.
- 2) We also reserve the right to suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We do not guarantee that our Platform will always be available or be uninterrupted. We shall give you reasonable notice of any such suspension or withdrawal on a best-efforts basis.

#### **19. MISCELLANEOUS PROVISIONS**

- 1) **Severability** – If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue to be in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue to be in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).
- 2) **Waiver** – No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Every right or remedy herein conferred upon or reserved to either party shall be cumulative and shall be in addition to every right and remedy existing in law or equity or by statute and the pursuit of any one right or remedy shall not be construed as an election.
- 3) **Assignment** – You shall not licence, sell, transfer, or assign your rights, obligations, or covenants under these Terms in any manner without D. Sign’s prior written consent. D. Sign may grant (subject to any conditions it deems appropriate) or withhold this consent at its sole discretion. D. Sign may assign its rights to any of its affiliates, subsidiaries, or parent company, or to any successor in interest of any business associated with the Services without any prior notice to you.
- 4) **Force Majeure** – You agree that we shall not be liable for any breach of these Terms if such breach is caused by an event that is unforeseeable and beyond our reasonable control (such as, depending on the circumstances, unavailability of any communication system, breach or virus in our system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots,

insurrection, war, acts of government, unauthorized access to computer data and storage devices, computer crashes and regulatory or government actions (“Force Majeure Event”). In such circumstances, we will be entitled to a reasonable extension of time to perform our obligations and shall take commercially reasonable methods to inform you of the Force Majeure Event and use all reasonable endeavors to mitigate the effects of the Force Majeure Event.

- 5) **Notices** – All notices, requests, demands, and determinations for D. Sign under these Terms (other than routine operational communications) shall be sent to C-202, Second Floor, RG Complex, Motia Khan, Pahar Ganj, New Delhi – 110055 Delhi
- 6) **Third Party Rights** – No third party shall have any rights to enforce any terms contained herein.
- 7) **Translations** – D. Sign may provide you with translated versions of these Terms solely to assist you with understanding these Terms in greater detail. The English version of these Terms shall be controlling in all respects. In the event of any inconsistency between the English version of these Terms and any translated version, the terms of the English version shall prevail.

## 20. GOVERNING LAWS AND JURISDICTION

- 1) These Terms shall be governed by and construed in accordance with the laws of India and any dispute concerning these Terms shall be subject to the exclusive jurisdiction of courts at **Delhi**, India.
- 2) Any dispute or claim arising out of or in connection with or relating to these Terms or their breach, termination, or invalidity hereof shall be referred to and finally resolved by arbitration in Delhi in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause 20.2.
- 3) Within 30 days of the issue of a notice of dispute, D. Sign and you shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 days’ period, D. Sign and you shall appoint such sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996.
- 4) The seat of arbitration shall be Delhi and the arbitration proceedings shall be conducted in the Hindi/English language.
- 5) We/You agree to keep the arbitration confidential and not disclose to any person, other than those necessary to the proceedings, any information, transcripts, or award unless required to do so by law. The decision of the arbitrator shall be final and binding on us/you hereto.
- 6) We/You hereto agree that consent for resolution of dispute through arbitration shall not preclude or restrain you/us from seeking suitable injunctive relief in appropriate circumstances from courts in Delhi.

- 7) The cost of arbitration shall be borne in the manner and by us/you as determined by the arbitrators. In the meantime, we/you shall bear our/your own cost for the arbitration which shall be reimbursed as per the directions in the arbitral award.

## 21. CONTACT DETAILS

- 1) If you have any questions, complaints, or claims with respect to the Services, you may contact us at support@dsignsoftech.com.

### **SCHEDULE I** **PROHIBITED ITEMS**

- Advance payments greater than 1 year (any product or service)
- Airlines
- Any merchant offering a negative renewal option following a free or low cost purchase or other deceptive or questionable billing practice\*
- All sexually orientated or pornographic merchants: -
- Adult book stores, video stores, retailers of lingerie and sex aids / 'toys'\*
- Adult websites and content\*
- Adult entertainment (misc)\*
- Audio (phone sex adult phone conversations)\*
- Companion/Escort services\*
- Dating services (sexually oriented) or aimed at "sex contact" or similar, or with sexually explicit pictures\*
- Fetish products\*
- Massage parlours (sexually oriented)\*
- Miscellaneous adult entertainment (not elsewhere classified)\*
- Prostitution\*
- Gentleman's clubs, topless bars, and strip clubs \*
- Membership, clubs, subscriptions\*
- Any products on the internet containing graphic or nude content\*
- Any illegal activity (e.g. child pornography, bestiality etc)\*
- Video (web-based sexually oriented video)
- Any 7995 (online gambling) transactions on U.S. or other jurisdictions issued cards where such transactions are illegal
- Any illegal products/services or any service providing peripheral support of illegal activities (e.g. drugs)\*
- Attendant services (bodyguards)
- Bail Bondsmen
- Bidding Fee Auctions (a.k.a. penny auctions)
- Businesses selling using the following methods:
  - Door-to-door sales
  - Fulfilment house (merchant offering goods for sale, or order taking, on behalf of one or more 3rd party companies)
  - Inbound telemarketing in response to a postcard or similar offer
  - Outbound telemarketing or facsimile
  - Pyramid selling / Multi-level marketing where the primary objective is the solicitation of new distributors and not the sale of products/services



- Sales force that are remunerated on a commission only basis
- Solicit cardholders when they contact call centres to purchase products of other direct marketers (“Up-sell”)
- Cash advances (other than financial institutions)
- Cash Gifting\* (ponzi scheme similar to chain letters where consumers are encouraged to “gift” a payment to another party and then solicit others to gift funds to them)
- Chain letters\*
- Cheque cashing
- Collection Agencies
- Companion/Escort Services (adult and non-adult including internet)\*
- Computer software (e.g. anti-virus) sold via inaccurate advertisement
- Cruise lines
- Currency exchange or dealer
- Debt/interest consolidation services or reduction services
- Decryption and descrambler products including mod chips designed to illegally circumvent computer/console software piracy protection
- Digital Gaming Reseller Services
- Discount Buying Clubs / home shopping clubs
- E-Cigarettes internet / MOTO
- Embassy, foreign consulate or other foreign government
- Essay mills / Paper mills
- Fake references and other services / products that foster deception (including fake IDs and government documents)
- File sharing services/cyberlockers
- Foreclosure protection/guarantees (including “how to” guides”)
- Flea markets (defined as firms/individuals operating from a booth, whether indoor or outdoor, on a part-time basis, with no lease or telephone availability)
- Fortune tellers, palm readers, tarot readers etc
- Free gift, prize, sweepstake or the winning of a contest as an inducement to purchase a product or service
- Fulfilment Centres
- Gambling or gaming related activities (including internet), for example:
  - Betting shops / bookmakers
  - Casinos
  - Gambling houses
  - Lotteries or other uncertain games
  - Spread betting (including financial spread betting, contracts for difference, FX trading)
  - Sports forecasting or odds making
- Government grants
- Government Issued Licenses
- High Risk Securities, including but not limited to the following:
  - Binary options trading
  - Contracts for difference (CFD)
  - Foreign Exchange (Forex) currency options trading
  - Cryptocurrency options trading



- Initial coin offerings (ICOs)
- Home based businesses with non face-to-face transactions, where the merchant's target market is outside the acquirers jurisdiction.
- How to books, newsletters, subscriptions or on-line access for ANY industry shown in this unqualified list
- Illegal activities (products, services or any services providing peripheral support thereof, including drug paraphernalia)\*
- Investment programs / business opportunities / seminars (when moved to restricted & why, should we keep for ISO)
- Issue/seller/redeemer of money orders or travellers cheques
- IT services help desk (home based)
- Jammers or devices that are designed to block, jam or interfere with cellular and personal communication devices/signals
- Lead Generation
- Lifetime subscriptions (any product or services)
- Lottery clubs
- Mail order spouse and international match-making services
- Medical discount benefits packages (including medical cards)
- Medical Marijuana including Marijuana dispensaries (and affiliated services)
- Merchants offering rebates or special incentives
- Merchants engaged in activities prohibited by the Card Brands
- Merchants or principals on MATCH/VMAS
- Merchants, principals or related entities previously identified by any Card Brand for deceptive practices or any violation of Card Brand rules.
- Merchants in a Card Brand excessive chargeback or fraud program or merchants with chargeback or fraud rates over 1%
- Merchants that use tactics to evade Card Brand excessive chargeback or fraud monitoring programs
- Merchants up-selling or cross selling products of other merchants and then sharing the cardholder data with the third party or receiving cardholder data from third parties (Data Pass)
- Merchants physically located outside of the acquirers jurisdiction permitted area of use
- Merchants splitting sales across multiple transactions
- Merchants that have ransom-like or extortion-like basis for their business model (e.g. mugshot removal)
- Merchants trading (buying/selling) in gold bullion and other precious metals in bulk quantities
- Merchants engaged in any form of deceptive marketing practices including but not limited to:
  - Hidden disclosures
  - Bogus claims & endorsements
  - Pre-checked opt in boxes
  - Refund /Cancellation avoidance
- Merchants which could be considered may damage the brand or reputation of First Data, FDI or the Card Brands – with specific reference to MasterCard and Visa “brand damaging transactions” guidelines.

- Merchant operating as a front for other businesses.
- Military Arm and equipment financing
- Modelling Agencies (adult and non-adult)\*
- Money Transfer services
- Mortgage / loan modification
- Mortgage credit / debit reduction/consulting services
- Negative renewal option following a free or low cost purchase (including pay for shipping only offers) where any of the following apply:
  - The term and conditions pertaining to the free trial and/or recurring charges do not contain clear disclosure to billing practices.
  - Contain cancellation obstacles
  - Do not provide reminders prior to billing
  - Pre-checked opt in boxes
- Non-essential (improvement type) cosmetic surgery
  - NOTE – Essential surgery (including, for example, laser eye surgery) may be considered under Tier II/Restricted
  - NOTE – treatments such as Botox injections and laser removal of tattoos, blemishes, veins etc are not considered ‘surgery’ and reputable businesses may be considered under Tier II/Restricted
- Non face-to-face sales of:
  - Firearms and weapons
  - Pharmaceuticals (prescription drugs)\*, contact lenses (unless registered optometrist) or medical devices (as described under MasterCard BRAM)\*
  - Tobacco products
- Non FCA regulated financial/investment programs/opportunities, for example:
  - Credit repair or protection or restoration (including identity theft protection)
  - “Get rich quick” schemes (including internet search /ad optimization)
  - Mortgage or loan reduction/modification/protection/guarantee services
  - Mortgage / credit / debt reduction/consulting services
  - Real estate seminars
- Non Registered Charities
- Nutraceuticals (e.g. acai berry, health related teas, herbal remedies or drinks etc)
- Pay Day Loan lenders and brokers (Any broker for or lender of small value loans over a short payment period, attracting very high interest rates).
- Pawnbrokers and pawn shops
- Private detectives
- Products/services that promote hate, violence, harassment or abuse
- Provider or seller of prepaid access/stored value including both open-loop and closed-loop whereby the value of the card exceeds \$2,000 on any day. (Closed-loop prepaid access includes gift cards, phone cards, subway cards, college campus cards, game cards and other limited use prepaid access devices)
- Pseudo-pharmaceuticals (weight-loss, diet pills, anti-aging pills, anti-wrinkle creams, teeth whitening products, muscle building, sexual stimulants supplements, male enhancement products, colon cleansers, detox products, glucose strips, hCG, HGH-like substances, anti-aging pills, sex nutrients, vitamins etc)
- Replica or counterfeit products that infringe on copyright or similar\*
- Shippers/forwarding brokers, Internet/MOTO

- Social media “click farms” (e.g. the sale of clicks/likes/reviews/endorsements on social media)
- Solicitors engaged principally in the practice of bankruptcy law
- Substances designed to mimic illegal drugs and/or other psychoactive products (e.g., K2, salvia divinorum, nitrite inhalers, bath salts, synthetic cannabis, kratom, (herbal smoking blends & herbal incense)
- Telemarketing (outbound) merchants (MCC 5966) Companies that solicit orders primarily with outbound telephone calls, facsimile or email. Includes “Up-sellers”
- Telemarketing (inbound) merchants (MCC 5967). Audiotext or videotext that customers access via phone, fax or internet.
- Telemarketing (inbound) travel merchants (MCC 5962) – including discount travel clubs, membership of subscription to travel services or newsletters where subscribers may select pre-packaged trips.
- Ticket Agencies
- Timeshare related businesses, including travel clubs
- Third Party Payment Processors payment services companies (e.g. Marketplaces, bill pay services, crowd funding, peer-to-peer payments, digital wallets, commissary accounts etc) Aggregators falling outside of MasterCard/Visa approved program requirements (Payment Facilitators)
- Virtual currency (that can be monetized, resold, converted, traded into physical/digital goods & services outside the virtual world)
- Webhosting companies with negative renewals and any of the following practices:
  - Free or low cost trial offers
  - Pay for shipping only offers
  - Pre-checked boxes showing cardholder agreement with the merchants terms and conditions
  - Multi-level marketing
- Terrorism individuals and organisations as listed by applicable governments.