

## TERMS OF SERVICE FOR NL CASH PROGRAM

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This Terms of Service for NL Cash Program (the "Terms /TOS/Agreement") is entered into between Namaste Locals Limited, (hereinafter referred to as "Namaste Locals", "NL", "We", "Our"), and the Merchant (hereinafter referred to as "You" or "Your"). These Terms constitute a legally binding agreement between you and NL governing your access to and use of NL Pay and your participation in NL Cash Program. If you do not understand these documents or do not accept any part, then you should not participate this Program. You further agree that NL reserves the right to update these Terms from time to time and you keep yourself up-to-date and read the Terms at close intervals. These TOS is part & parcel of the Terms of Service for NL PAY Receiver (available at <https://namastelocals.com> )

### Definitions:

"Acquiring Banks" means for the purpose of NL Pay means the PSPs with whom NL has entered into an arrangement to facilitate UPI based Payment Transactions such as HDFC Bank Limited.

"Applicable Law" means all applicable laws, statutes, rules, regulations, guidelines, statutory or government notifications including Reserve Bank of India regulations and Payment Participant Rules (as defined below).

"Buyer Information" is any information about a Buyer obtained by a Merchant through NL Pay App or directly from the Buyer under this Program, including personal information about the Buyer.

"Merchant Account" means the account created by Merchant with Namaste Locals to avail NL Pay Service and participate in NL cash Program(s), which may be accessed through NL APP.

"NL App" will mean the 'NL App operated by Namaste Locals where the details of the Business Account can be viewed and managed.

"NL Pay" means the service/platform provided by Namaste Locals for users for the purpose of facilitation of Payment Transactions and provision of payment services and other technology services.

"NL Pay APIs" means all APIs available for payment processing by Namaste Locals.

"Merchant" means a person or entity, engaged /involved in any legal business within India, who has created a NL Pay Account for their business.

"Merchant Store" means physical or online Store operated by the Merchant in India.

"Payment Service Providers (PSPs)" means such entities (i) which are regulated by the Reserve Bank of India under Banking Regulations Act 1949 and is authorized by the Reserve Bank of India for providing mobile banking service, and (ii) with whom NL has entered into an arrangement to facilitate UPI based Payment Transactions.

“Payment Participants” means all parties involved in the payment system including payment aggregators, card associations, Acquiring Banks, National Payments Corporation of India and the Reserve Bank of India.

“Payment Participant Rules” will mean applicable rules, guidelines, directions, instructions, requests, etc. issued by Payment Participants from time to time.

“Payment Transaction” means (a) a payment instruction placed by the Buyer for the purchase of products and/or services from a Merchant; or (b) a payment instruction placed by the Buyer via NL Pay for the purchase of products and/or services from a Merchant under NL Cash Program.

“Settlement Amount” means the amount (inclusive of applicable taxes levied on sale of product/ services by you to the User) to be settled to the Merchant with respect to products and services purchased by the Buyer; and regarding Payment Transactions to be settled by NL with a Merchant under the NL Cash Program will mean an amount remaining after deducting Commission, PG Charges/TDR (if any), refunds, chargebacks and applicable Taxes from such Payment Transaction or settlement towards any merchant/service provider expressly authorized by the Merchant, subject to Applicable Laws.

“Tax” or “Taxes” means all applicable government-imposed taxes, including but not limited to indirect taxes such as goods and services tax (“GST”), fees, duties or such other similar taxes.

“User” or “Buyer” means a person or entity who make a Payment Transaction for products and services purchased from a Merchant.

“Transaction Discount Rate (TDR)” shall mean total commission earned by Namaste Locals exclusive of all taxes, per transaction for the services provided hereunder. TDR constitutes of Merchant Discount Rate (MDR) & Convenience Fee.

“UPI” means the Unified Payments Interface (UPI) offers architecture and a set of standard Application Programming Interface (API) specifications to facilitate online payments.

#### **1. NL Cash Program:**

1. Upon the terms and conditions set forth herein, the Merchant agrees to participate in the NL Cash program launched by Namaste Locals, which provides instant discount or cashback/loyalty points to the users who pay online at the Merchant's Store using various payment modes available on NL Pay platform on NL App. The list of categories for which the offer is available is as specified under the Annexure-A (Offers under NL Cash Program).
2. Users can make payment to Merchant by using NL Pay platform on NL APP by scanning NL QR code or QR code of third party and the users can also make payment to Merchant by scanning NL QR code by using Third Party APP. The offer under NL Cash Program is available for the transactions done through NL Pay platform on NL APP only.
3. NL will decide the (%) of discounts in consultation with the Merchant.
4. NL, at its sole discretion, may discontinue this NL Cash Program at any time without assigning any reasons or without any prior intimation.
5. This NL Cash Program is subject to guidelines/ directions issued by any applicable competent authority from time to time.

**2. Permitted Use:** You will use the Program only to:(i) receive payments in connection with a Payment Transaction initiated by Users for a bona fide sale of your products or services; (ii) avail the technological solutions provided by Namaste Locals for the Merchant Store(s).

**3. Participation of Merchant:** The Merchant has agreed to participate in NL Cash Program and has agreed to give discounts to the users, who will pay through NL Pay platform on NL App for products/services purchased or availed by them, as per the terms set forth herein. The Merchant acknowledges that Namaste Locals may introduce, vary and withdraw such offers/ NL Cash Program, at its sole discretion, without prior notice to the Users or Merchants. Once you participate in the Program, in addition to this Term, the Terms of Service (NL PAY Receiver) will also apply.

**4. Acceptance of NL Pay Payment Option:** Merchant has agreed to accept NL Pay platform to receive payments from users/buyers and to make it available to the users/buyers to pay for the Products or Services purchased/ availed by them through NL Pay platform on NL App, without any discrimination. Users need not avail any service or buy product via NL App however they can still use NL pay platform on NL app to make payment to the store to avail the discounts or any other benefits under NL Cash Program.

**5. Users/Buyers to Select Method of Payment:** Merchant may request and encourage Users/Buyers to use NL Pay as platform to make Payment for the Products or Services purchased/ availed by them and also inform about the offer/benefit to induce the Users/Buyers to use NL Pay as method of payment. Merchant shall not discourage the Users/Buyers from using NL Pay as a means of Payment.

**6. Eligibility:** In addition to your compliance with this term, you must meet the eligibility requirements as stipulated under the Terms of Service for NL PAY Receiver (<https://namastelocals.com>) to participate under this program. The Merchant acknowledges and agrees that during the tenure of the Program, in the event Merchant fails to meet the pre-defined criteria for the Program, as communicated by NL to the Merchant from time to time, NL shall notify the Merchant and give a period of 21 (twenty one) working days for the Merchant to meet the eligibility requirements, failing which NL reserves the right to disqualify the Merchant from participation in the Program.

**7. Merchant On-boarding:**

1. Your participation in the Program as Merchant will be subject to Namaste Locals's on boarding process. You are required to provide any information and documents required to conduct the necessary due-diligence, such as, KYC documents (i.e., Voter ID, Passport, Driving License etc.), bank account, copy of PAN Card, TAN, GSTIN, FSSAI license and registration certificates and other details required as per law or for provision of Services and your acceptance of our TOS. The Merchant shall, at all times, comply with the all applicable laws and the provisions of this Agreement in letter and in spirit.
2. You will provide Namaste Locals with all information and documents as may be required by Namaste Locals to enrol/register you into a Program. Namaste Locals may from time to time request additional or updated information for continued participation in the Program. You warrant and represent that all information you provide to Namaste Locals is true and accurate. You will keep all information provided to Namaste Locals up-to-date and accurate.

3. Namaste Locals will review and may independently verify the information you provide, including through visits to and photographs of your Merchant Store or by verifying on or through third party databases. Namaste Locals may also provide such information and information about your Payment Transaction to (i) its Payment Participants on whose behalf Namaste Locals on boards Merchant, and (ii) any regulator or law enforcement authority as required under Applicable Law in accordance with our privacy policy.
4. Namaste Locals reserves the right to cancel or suspend your participation in the Program, at any time without any notifications.

#### 8. Service Fee/Charges:

1. In consideration for the Services and your participation of NL Cash Program, Namaste Locals shall be entitled to receive commission of the Transaction Amount as mutually agreed between the parties. The commission percentage shall form part of on-boarding documents. In addition to commission, the PG (Payment Gateway) Charges, TDR (Transaction Discount Rate) and the applicable taxes will also be levied to you. Please note that PG charges will vary as per the type of payment method used by the user. Namaste Locals reserves the right to revise the commission percentage from time to time.
2. Merchant agrees and understands that Namaste Locals shall be entitled to deduct TDR/ PG Charges and commission fee along with Applicable Taxes from the Transaction Amount payable to Merchant in respect of each completed Transaction. Namaste Locals or payment participant reserves the right to revise the TDR/ PG Charges periodically and Namaste Locals will intimate to the Merchant of any such change within reasonable time before making the said changes effective. It is hereby agreed and acknowledged by the Parties that TDR/ PG Charges shall not be refunded or repaid by Namaste Locals irrespective of the Transaction Amount being rejected, chargeback, refunded or disputed.
3. The TDR is exclusive of all applicable taxes including (GST), governmental charges, levies, duties etc. All payment to the merchant under this Agreement shall be subject to applicable withholding tax laws.
4. Monthly invoices shall be raised by Namaste Locals in respect of commission charged for the Transactions processed during such month. Any reasonable dispute in respect of commission (or a portion thereof) mentioned in an invoice must be notified by the Merchant to Namaste Locals within a reasonable period of time but no later than Fifteen (15) days from the date of the receipt of invoice. Namaste Locals shall use good faith efforts to reconcile any reasonably disputed amounts within a reasonable time from the receipt of the Notice.
5. Merchant shall bear and be responsible and liable for the payment of all relevant taxes including GST, duties, levies, cess, surcharge or any other charges in relation to the Service availed by the users under this Agreement.

#### 9. Taxes:

1. Merchant shall be liable to deposit all indirect taxes that may arise on orders/bookings placed by the users. Merchant agrees to indemnify Namaste Locals in case any demand of indirect taxes is raised by the revenue authorities including interest and penalty in relation to indirect taxes implications on the orders/bookings placed by the users under this agreement.
2. Namaste Locals is only acting as a facilitator for receipt of payment of goods/services for Merchants. Namaste Locals does not maintain/deliver any goods at any point of

time and property in goods does not pass to Namaste Locals under any circumstances. Namaste Locals is not responsible for issuing any invoice to the users either directly or on behalf of the Merchant and not liable for any tax liability pertaining to this transaction except on commission income (if any) earned by it.

3. Namaste Locals shall have no liability for any penalty, interest, fine or other charges due to the delayed or non-payment of any (applicable) taxes to the tax authorities under this agreement.

**10. Authorisation:** You authorise Namaste Locals and the payment participants to collect and process the Payment Transaction on your behalf in Namaste Locals's account, subject to Applicable Laws. Payment by users to Namaste Locals under the Program will be considered the same as a payment made directly to you, and you will provide the purchased product or service to the users in the same manner, as if you have received payment directly from the users.

**11. Payment Settlement:**

1. Namaste Locals will make the payment to the merchant by crediting it to the specified Merchant's bank account mapped with NL Pay. The amount to be paid by Namaste Locals to the Merchant will be the gross sales amount subject to deduction of commission, PG Charges/TDR and the taxes, as applicable.
2. Namaste Locals's obligation towards Settlement is subject to and conditional upon successful receipt of the payments from users. Unless otherwise agreed between parties, Namaste Locals will remit the Settlement Amount to Merchant in accordance with Applicable Laws/ RBI Guidelines and in accordance with the payment settlement process of the payment participants.
3. Namaste Locals will provide to the Merchant the settlement information that will enable the Merchant to reconcile (a) the amount due to the Merchant in respect of the Transactions (b) amount of service charges (c) information of chargeback and any other amounts, charges, levies, costs, etc. due and recoverable from the Merchant (d) any offsets and such other additional information required for the Merchant to identify and reconcile the Transactions.

**12. Obligation of Merchant:**

1. Each Party shall co-operate with the other Party and render assistance to the other Party in integration of API or such other information in such manner as may be mutually agreed to by the Parties for the purpose of enabling Namaste Locals to collect the payment on behalf of the Merchant from the Users in terms of this Agreement.
2. Each Party shall be responsible for its own costs and be responsible for providing and maintaining all necessary equipment's and facilities at their respective ends for the performance of its obligations under this Agreement for connecting the respective systems of the Parties. Namaste Locals shall provide to the Merchant, based on the requirements of the Merchant facility to accept the payments made by users through NL Pay platform on NL App.
3. Namaste Locals shall provide services to Merchant only to the extent of payment facilitator, enabler of payment platform. At no point of time, ownership/liabilities of the Goods / Services sold by Merchant shall be transferred to Namaste Locals.
4. Merchant understands that in order to participate in the program or avail the NL Pay Services, the Merchant must be registered with Namaste Locals. Any undertaking with respect to Namaste Locals Services under this Agreement shall be subject to

Namaste Locals's, the payment Participants approval and completion of the registration & on boarding process. The Merchant shall provide Namaste Locals with all such documents as required by Namaste Locals to register the Merchant with Namaste Locals. The Merchant further acknowledges that Namaste Locals, the Payment participants have the right to withdraw their approval/consent at any time prior to or after commencement of the Services.

5. Merchant hereby authorizes Namaste Locals to receive, hold, disburse and settle the Transaction Amount in accordance with and subject to the provisions of this Agreement and in accordance with applicable law.
6. The Merchant shall permit the users to obtain Authentication (wherever applicable) and Authorization of payment through NL Pay. The Merchant shall give transaction reference number for the amount credit to the Merchant's account.
7. Merchant hereby authorises Namaste Locals to collect the entire transaction money on behalf of Merchant in its specified account. The money so collected by debiting the Users' Bank account shall be credited into Namaste Locals's Account through the payment participant and the transaction money collected on behalf of Merchant shall be credited to the Merchant as per the RBI guidelines and in accordance with the settlement process of the payment participants, subject to deducting TDR or any Charges and taxes as applicable. However, no interest shall be payable and Namaste Locals will not liable for any delay if the Settlement Amount is not credited within the stipulated time-period.
8. You are responsible for delivery of products or services to Users. If you are unable to deliver the whole or any part of the products or services, you will inform the Users and take immediate action to refund the amount in whole or in part.
9. All risks associated with the delivery will be borne solely by you; and any disputes regarding the product or service purchased, including quality, merchantability, non-delivery, delay in delivery, will be resolved directly between you and the Users.
10. You are responsible for raising an invoice on the Users, with a description of the products or services sold, and such other details as may be required by Applicable Law. You will maintain proper records of invoices and transactions as required by Applicable Law.
11. You acknowledge and agree that NL shall not be liable for the quality, quantity of products or services sold by you under this Program.
12. **Disputes, Chargebacks & Refunds:** All disputes, chargebacks, cancellations and refunds of Payment Transactions will be in accordance with the applicable Payment Participant Rules and Applicable Law. You agree to provide such cooperation including documents, information or receipts, as may be necessary and requested by Namaste Locals, to facilitate (a) the resolution of a complaint; (b) a chargeback or refund; (c) the cancellation of a Payment Transaction.

### 13. Role of Namaste Locals:

1. Namaste Locals is inter-alia engaged in the business of providing NL Pay services through its website, mobile site, NL App (herein after referred as "Platform"). "NL Pay" enables Merchants to receive/accept payments for transactions made by Users/Buyers. These services include, enabling collection and settlement of online payment transactions towards the purchase of goods and services of the Merchants, a dashboard service, API integration, QR code and such other services as may be notified, from time to time by Namaste Locals at its sole discretion. Namaste Locals is duly authorized by the Payment participants to provide payment service via NL pay App. It allows Merchant to accept various forms of payments for products and

services purchased by Users/Buyer at the Merchant's Store through (i) payment gateway links which shall be sent on their email/sms; (ii) scan QR Codes placed on invoices, web pages, emails, posters or other media produced by the Merchant to enable the Users to quickly and easily make payments to the Merchant and also, by using different modes of payment available on NL Pay platform on NL App.

2. NL is a facilitator of Payment Transactions as a technology service provider as per the applicable Payment Participant Rules and is not a party to the agreement or arrangement pertaining to Payment Transactions between a Buyer/User and a Merchant. NL will not be responsible for any aspect of the products or services that you provide and will not be responsible for any disputes, chargebacks or reversals arising under Payment Transactions. NL is not responsible for any act of Users, including, non-completion of a Payment Transaction and is neither acting as a trustee nor acting in a fiduciary capacity with respect to any Payment Transaction; and does not determine, advise or in any manner control the commercial terms of the Payment Transaction, including the price of products and services offered for sale by a Merchant.

#### **14. Promotion & Advertising:**

1. Upon execution of this Agreement, all the terms or communications related to this agreement including Fees and charges must remain confidential and cannot be disclosed by either Party.
2. The Merchant may at its sole discretion market, promote, advertise and inform the Users and general public of the Payment services provided in accordance with this Agreement. However the Merchant shall be solely responsible for the accuracy of all the information and/or validity of the prices and other charges and/or other information relating to such promotion.
3. Namaste Locals will have no obligation to feature you prominently or in any particular manner on NL App, unless agreed otherwise by the Parties in writing.

**15. Term & Termination:** The term of this agreement shall be one (1) year from the effective date, unless otherwise terminated by Namaste Locals. Upon termination of this agreement, Namaste Locals shall retain all proprietary technology and services provided to you. You shall return or destroy all originals and copies of any Confidential Information.

**16. Indemnity:** You shall defend, indemnify, and hold harmless Namaste Locals, its officers, employees, agents, Representatives and payment participants from and against any claims, liability(ies), demands, losses, damage, deficiencies, actions, judgments or cause of action, assessments, interests, penalties and other costs or expenses incurred or suffered by Namaste Locals (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in relation to or in connection with: i) breach of any provision of this Agreement or non-performance of any of its obligations under this Agreement by you; or ii) anything done or omitted to be done by you due to gross negligence, willful default or misconduct. iii) or resulting from Your use of NL APP/NL Pay;- your use of the Program, including to any refunds or chargebacks, and any third party claims arising from data routed into Namaste Locals's APIs by you;

#### **17. Privacy & Confidentiality:**

1. Either Party shall strictly protect the confidentiality of all information related to the other Party, which have been disclosed during the Program.

2. Namaste Locals' Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. You understand that Namaste Locals may share information that you provide to Namaste Locals including with Payment Participants, and other third parties, in order to provide you the Services and satisfy Applicable Law, regulation, legal process or an enforceable governmental request. By using our Programs, you agree that Namaste Locals can use such data in accordance with the Privacy Policy which is available at <https://namastelocals.com>. You agree and specifically consent to the collection, storage and use and process of your information for communications or providing the service under this agreement.

18. **Maintenance of Records:** You will maintain complete and accurate accounting records in connection with Payment Transactions completed through the Program.

19. **Audit & Inspection:** Upon request from Namaste Locals and payment participants, at its cost, Namaste Locals, payment participants and/ or its auditors will be given reasonable access at reasonable times to your premises and documentation as Namaste Locals may reasonably request in order to assure your compliance with the NL Pay.

20. **Security:** Merchant has taken adequate encryption and security measures to maintain its computer resources secured under this agreement. You must ensure that you use the software through a secure network that requires a protective security safeguards. You shall comply with the security standards, as prescribed by the governments.

21. **Risk Monitoring; Fraudulent, Unusual or Suspicious Transactions:** Namaste Locals may monitor your Payment Transactions for high-risk practices, unusual or suspicious activity, and/or fraudulent transactions. If Namaste Locals has reason to believe that there is suspicious or unusual activity being carried out, Namaste Locals may reject your Payment Transactions and temporarily or permanently suspend your access to the Program. If a Payment Transaction is rejected or is unable to be completed, Namaste Locals will either transfer the funds back to the User's source Account or will handle the funds in accordance with Applicable Laws and Payment Participants Rules.

22. **Prohibited Uses:** You will not participate or use this Program (a) for illegal purposes, or in support of illegal activities; (b) to promote or facilitate an unlawful transaction or the sale or exchange of any unlawful or prohibited products or services; (c) in connection with content or activities that are deceptive or that are prohibited under the law and NL Policies; (d) in any way that may damage Namaste Locals's reputation or goodwill; or (f) on in any way that is not compliant with the Applicable Law.

23. **Non-Transactional Remittances:** You may not use the Program to process a Payment Transaction, or otherwise transfer money between you and users in any transaction, that does not directly result from that user's purchase of a product or service.

24. **Compliance of Laws & Payment Participant Rules:** You will comply with all applicable rules, guidelines, directions, instructions, requests, etc., issued by Payment Participants from time to time. You are responsible for keeping yourself up-to-date and compliant with all such Payment Participant Rules.

25. **Limitation of Liability:** NL shall not be under any liability for loss of actual or anticipated profits, loss of goodwill, loss of business, loss of revenue, loss of contracts, loss of anticipated savings, loss of data and/or undertaking the restoration of data, any special, indirect or consequential loss, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.



Notwithstanding anything to the contrary set out herein, the aggregate liability of either Party under this agreement shall not exceed the Fee payable by the Merchant.

**26. Miscellaneous:**

1. **Amendments:** All amendments or supplements to the terms of this Agreement can be made only in writing duly signed by each Party.
2. **Relationship:** Nothing contained in the Agreement shall constitute or be deemed to constitute a partnership between the Parties. In no event shall this Agreement be construed as an approval, guarantee, representation or endorsement by Namaste Locals on Merchant's products or services. All purchases of products or services will constitute direct agreements between the users and Merchant. Namaste Locals shall not be involved in the purchasing process or be responsible for any issues that may arise from a user's purchase of Merchant's products.
3. **Waiver:** Waiver of any breach of any provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
4. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall continue to remain valid, binding as though such provision was not included herein.
5. **Non-Performance & Delays:** Namaste Locals shall not be liable for any loss or damage resulting from non-performance by Namaste Locals or its facilities provider under this Agreement or from any delay in delivery of the Product and Service due to fire, labour unrest or strikes, delays in transportation or shipping, acts of God, war, acts of a public enemy, accident, hacking, technical glitch or any other cause or causes beyond the control of Namaste Locals.
6. **Subcontractors:** Merchant agrees and confirms that the Namaste Locals may, for the performance of the Services (or any part thereof) (including for the avoidance for doubt, any additional services) and its obligations under this Agreement utilise such third party subcontractor(s)/ service providers as it may deem fit.
7. **Non Exclusive Agreement:** Nothing contained in this Agreement shall be construed as prohibiting the Bank from providing the Services to any person, including competitors of 3rd Party Merchant App.
8. **Survival:** The rights and obligations of the Parties under the Agreement that by their nature survive the termination or that are specified to survive termination of this Agreement shall not be extinguished by termination of this Agreement.
9. **Governing Law, Jurisdiction & Disputes Resolution:** Any complaints, concerns or dispute with regard to service, contents/comments or breach of these terms, you can first write to our grievances office at [contact@namastelocals.com](mailto:contact@namastelocals.com), with brief details of your complaint. Our grievances office will acknowledge and redress your complaints, concerns or dispute on best effort basis and as per applicable Terms of Service.
10. If the grievance officer fails to redress your grievances, then such disputes, differences and/or shall be referred to the arbitration of a sole arbitrator to be nominated by Namaste Locals, which arbitration shall be held at Mumbai, India and shall be governed by the Arbitration and Conciliation Act, 1996. Subject to the foregoing, this Agreement shall be subject to the jurisdiction of the courts and tribunals at Mumbai, India. This Agreement shall be governed by, and construed in accordance with, the laws of India.

**Service/Support:** Namaste Locals will use commercially reasonable efforts to make available Namaste Locals Support Center on Monday through Friday, during Namaste Locals's normal business hours, excluding Namaste Locals's scheduled holidays. Namaste Locals will provide you all the Users and technical support via telephone hotline support **18002092626**

11. or through email contact@namastelocals.com. However our support services shall be limited to providing matter pertaining our service under this agreement not otherwise. If Namaste Locals requires your assistance in providing information to Users for any reason, including to resolve a query or dispute, you will promptly provide such assistance to resolve Users disputes or queries as may be reasonably requested from time to time.