



# MERCHANT APPLICATION FORM

|  |   |         |
|--|---|---------|
| Company Name   | : |         |
| Business Filing Status (Pvt Ltd/Trust/Proprietor etc.) | : |         |
| Office and Registered address                          | : |         |
| Pin Code :   |   | City :  |
| Contact No.:   |   | State : |
| Office Email address                                   | : |         |
| First Connection Code (to be provided by Lyra)         | : |         |

## Merchant Contact Information

|                                    |   |  |
|------------------------------------|---|--|
| Name of the Primary Contact Person | : |  |
| Designation                        | : |  |
| Phone No.                          | : |  |
| Email ID                           | : |  |

## Sales Contact Information

|                                    |   |  |
|------------------------------------|---|--|
| Name of the Primary Contact Person | : |  |
| Designation                        | : |  |
| Phone No.                          | : |  |
| Email ID                           | : |  |

## Technical Contact Information

|                                    |   |  |
|------------------------------------|---|--|
| Name of the Primary Contact Person | : |  |
| Designation                        | : |  |
| Phone No.                          | : |  |
| Email ID                           | : |  |

## E-Commerce Website Information

|   |   |  |
|---|---|--|
| Website URL   | : |  |
| Expected Annual Online Turnover (Sales in Rupees)                                   | : |  |
| Describe the Product and services.  | : |  |
| One Time non-refundable set up Fees   | : |  |
| Annual Maintenance Charges  | : |  |
| Transaction Discount Rate for Debit Card (TDR)                                      | : |  |
| Transaction Discount Rate for Credit Card (TDR) and Wallet                          | : |  |
| Transaction Discount Rate for Net Banking (TDR)/ Flat Rate                          | : |  |
| Value range for goods and services offered on the site (e.g. INR 50 - INR 10 Lakhs) | : |  |

## Merchant Bank Details

|                 |   |  |
|-----------------|---|--|
| Bank Name       | : |  |
| Account Number  | : |  |
| Account Name    | : |  |
| Type of Account | : |  |
| IFSC            | : |  |
| Bank Branch     | : |  |

## Other Information

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I, \_\_\_\_\_, on behalf of \_\_\_\_\_ hereby certify that the information provided on this form is true and accurate. I agree that Lyra Network reserves the right to take appropriate measures including legal actions if the information here are discovered to be false. I agree that I will provide Lyra Network details about any transaction performed on the site upon demand. I agree that I shall abide by the terms and conditions. \_\_\_\_\_ :

Authorized Signature.....

Designation.....

Date.....

This Merchant Services Agreement (the "Agreement") is entered into at Mumbai on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Execution Date") By And Between; LYRA Network Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at 24, Techniplex Complex, Off. Veer Savarkar Flyover, Goregaon West, Mumbai 400 062, (hereinafter referred to as "LYRA", which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns) of the One Part; and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Merchant", which expression shall unless repugnant to the subject or context shall mean and include its successors and permitted assigns) of the Other Part. (LYRA and Merchant are individually referred to as a "Party" and collectively as the "Parties").

## WHEREAS:

- A. LYRA is, inter alia, engaged in the business of providing multiple payment facilities over multiple channels such as Internet, POS SIM Solutions IVR and Mobile using E-POS credit/debit card, net banking, loyalty, prepaid cards, wallets, IMPS, UPI and other payment related services/solutions.
- B. Merchant is engaged in the business of \_\_\_\_\_ and has requested LYRA, and LYRA has agreed to provide its payment related services more specifically mentioned in Schedule I hereto, on the merchant's platform in order to enable customers to purchase the products of the merchant and/or avail the services provided by the merchant.

## 1. DEFINITIONS AND INTERPRETATIONS

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

- (1) Affiliate: in case of a party being a body corporate, any entity that directly or indirectly controls, is controlled by, or is under the common control of that Party;
- (2) Authentication: shall mean the process by which Customer identification is authenticated in the Processing Mechanism;
- (3) Card Association(s): Card Association(s) shall mean any of VISA, MasterCard, NPCI, Amex, or any other card association as may be specified by LYRA from time to time.
- (4) Chargeback: shall mean a transaction that refers to the reversal of any transaction on account of
  - (i) any alleged forgery of the card or other details
  - (ii) any charge/debit made on a card that has been listed as a hot listed card or otherwise listed on the card association warning bulletins
  - (iii) duplicate processing of the Transaction;
  - (iv) any amount required to be refunded due to, denial of Transaction by the Customer as wrongly charged payment/ extra payments and/or due to the fraudulent use/service related/quality related/misuse of the personal and financial information of the Customer by any unauthorized person; and
  - (v) subject to applicable law, any other dispute received from bank/ card association or circumstance that may result in the existence of a claim for reversal of any transaction as determined reasonably by LYRA;
- (5) Confidential Information: shall mean any and all information or data of a confidential nature, application, network configuration, documents, software, accounts, business plans and processes and/or any other information in whole or in part of either Party;
- (6) Customer: shall mean any person who is availing services or products of the Merchant using LYRA Services;
- (7) Fees: shall mean such fee that has been agreed between the Parties payable by the Merchant to LYRA for LYRA Services, and as detailed in Schedule I hereto and letter of intent;
- (8) Guidelines: shall mean the Card Association, Bank or Policy Guidelines on Issuance and Operation of Pre-paid Payment Instruments in India and merchant acquiring business in India, issued by Reserve Bank of India Gov. of India NPCI;
- (9) Payment Channels: shall mean Internet, IVR, Mobile, Point of sale or any other channel where electronic payments are accepted using credit/debit card, net banking, loyalty, prepaid cards, wallets, IMPS, UPI or any other payment instrument.
- (10) Payment Gateway: shall mean the protocol that may be stipulated by or through LYRA to enable the Authentication of Customers and the Authorization of payments in accordance with the Processing Mechanism;
- (11) Payment Gateway Network: shall mean the hardware, software and telecommunications tools necessary to perform protocol conversion between different networks or applications and all associated software required for the Merchant to submit Authorization and data capture transactions to LYRA and to transmit Authorization and settlement transactions between the Merchant and the Payment Service Provider(s);
- (12) Payment Modes: shall mean payment via credit cards, debit cards, pre-paid wallets/cards, net banking, Mobile payments, IMPS, UPI, EMI, or any other payment mode as applicable.
- (13) Processing Mechanism: shall mean the mechanism utilizing the Payment Channels of the Payment Service Providers through LYRA Services and/or through such other modes and mechanisms of payment, as may be notified by LYRA from time to time;
- (14) Payment Gateway Providers: shall mean banks, financial institutions and any other person authorized to issue or process payments or any persons acting on their behalf.
- (15) Payment Service Provider(s): shall mean Payment Gateway Providers and LYRA;
- (16) Transaction: shall mean a financial transaction conducted by the Customer using LYRA Services.

## 2. SCOPE OF THE AGREEMENT:

- 2.1 LYRA has developed technologies, processes and software's, which enable the end-user/Merchant to make/accept payments via the respective Payment Channels through any of the Payment Modes (hereinafter referred to as the "LYRA Services") as outlined in Schedule I hereto and Merchant Application Form.
- 2.2 If any new Payment Channel(s) / Payment Mode(s) is/are available with LYRA at a later date, which is/are beyond the scope of services as provided in Schedule-I and Merchant Application Form and if the Merchant requests LYRA to provide such additional services, then the Parties shall negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for such additional services shall be set forth in writing and considered as an addendum to this Agreement.

## 3. LYRA SERVICES:

- 3.1 During the subsistence of this Agreement with the Merchant, LYRA agrees to permit the Merchant to use the LYRA Services as listed in Schedule I, and which may be amended from time to time at discretion of LYRA by providing written notice to the Merchant.
- 3.2 The LYRA Services facilitate payments made by Customers through any of the Payment Modes under the respective Payment Channels made available by LYRA, and provide technological and payments support in relation to Transactions involving the Payment Mechanism compliant with requirements of Payment Service Provider(s) so as to enable receipt of such payments by the Merchant or any person acting on the Merchant's behalf.
- 3.3 The Merchant hereby agrees to the installation of certain software and hardware solutions to integrate the Merchant's billing system with LYRA Services as part of this Agreement.
- 3.4 On the date of installation of LYRA Services, the Merchant shall be deemed to have accepted the LYRA Services.
- 3.5 The Merchant agrees and acknowledges that in processing the Transactions, LYRA shall be entitled to rely upon all electronic communications, orders or messages sent to LYRA through the Processing Mechanism and LYRA shall not be obligated to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Merchant shall under no circumstances dispute such reliance by LYRA. LYRA shall not be bound by or obligated to act, on any electronic communications, orders or messages received on-line, from the Merchant or the Customer, which do not properly utilize the security measures, as may be applicable from time to time.
- 3.6 As and when LYRA requests for a particular document, bills/invoices, proof of delivery or any other supporting documents, the same shall be handed over to LYRA within four (04) days of the request. In case of non-compliance, LYRA incurs any loss, the same shall be made good by the Merchant, inclusive of all charges, interest and costs. LYRA with or without intimation shall be entitled at any times to disclose any and all information concerning the Agreement and transactions of the Merchant, within the knowledge and possession of LYRA to any Regulator RBI, Card Associations or law enforcement, in connection with any card facility provided.
- 3.7 Nothing in this Agreement shall prohibit LYRA from providing services similar to those provided under this Agreement to others, including competitors of the Merchant.
- 3.8 The LYRA Services are provided on an "as is" basis, and the Merchant may terminate this Agreement in accordance with the provisions of this Agreement upon any dissatisfaction, shortfall or deficiency in the LYRA Services, and LYRA shall have no liability to any person under law or equity for such termination or deficiencies under claim.
- 3.9 The Merchant agrees that any charges accepted by Merchant, which prove to be uncollectable, shall be the exclusive financial responsibility of the Merchant alone. The Merchant agrees to such charges or the Chargeback of such uncollectable charges (as the case may be) by LYRA, without any demur or protest. The Merchant acknowledges that LYRA is entitled to exercise its right to set off a lien on the credit value in the account of the Merchant or the unsettled transactions in the pipeline in the event of failure by the Merchant in providing necessary valid proof of transaction to the retrieval request / Chargeback / suspicious Transaction received from the issuer through the card schemes (VISA / MasterCard / NPCI / Amex).
- 3.10 For security purpose, Merchant has access to Back Office by means of codes (login and password) which are personal and confidential. These codes shall not be given to someone else for any reasons. LYRA is entitled to cancel or suspend the access to the Back Office, in case of disclosure of its codes or payment dispute.

## 4. FEES FOR LYRA SERVICES:

- 4.1 The Merchant agrees to pay to LYRA, the fees and charges ("Fees") as stipulated in Schedule I attached hereto this Agreement, along with any other sums including but not limited to, reimbursable expenses for the implementation of the LYRA Services, and any and all applicable statutory taxes, including without limitation, service tax.
- 4.2 LYRA shall have the right to vary the Fees specified in this clause 4 at any time after the Execution Date.

## 5. CHARGES AND SETTLEMENT OF ACCOUNTS:

- 5.1 The transfer of the Customer's payment to the Merchant by LYRA shall be governed by the following terms:
  - a) Subject to applicable law, payments shall be made available by LYRA to the Merchant after making the following adjustments, deductions and any other deductions in terms of this Agreement from the amount of the Transaction (subject to the limits/volumes/limits allowed to the Merchant):
    - (i) the consideration/fees, the TDR along with other dues, fees, charges, out of pocket expenses, etc., due to LYRA in terms of Schedule I of this Agreement or at any other rates and percentage as amended from time to time for all Transactions processed;
    - (ii) the sum of all customer charges denied, refused, or charged back by the customer/partner banks;
    - (iii) all costs, charges, expenses, etc., of whatsoever nature on account of, inquiries, disputes, cancellations and/or refunds processed on account of Merchant's customer charges and/or chargeback; (refunds, chargeback recovery shall be done at gross amount. If any convenience fees is applicable or exchange rate fluctuations, the same shall be borne by the Merchant)
    - (iv) any taxes, including but not limited to, goods and service tax, service tax, education cess, swatch bharaat cess as may be applicable, penalties, charges or other items, reimbursable under any of the provisions of this Agreement, or otherwise, occurring in any manner whatsoever.
  - b) LYRA shall reconcile the accounts and make payments to the Merchant subject to the right of LYRA to withhold payments of the amount arrived at, for any charges of chargeback recovery/debits that may be fraudulently incurred/suspicious transactions or for any reason whatsoever either in terms of this Agreement or otherwise to the extent and as permissible under applicable law. LYRA shall release such payments withheld for any charges/debits fraudulently incurred once determined at LYRA's sole discretion that such charge/debit is in fact a valid charge and LYRA shall not be liable for any penalty/interest on account of the same. Merchant shall indemnify LYRA of any losses suffered by LYRA in the event that LYRA is unable to withhold payment in respect of suspected fraudulent charge/debit, provided however that, LYRA shall be entitled to set-off any such claims against the security deposit or to otherwise require the Merchant to make corresponding payments to LYRA not later than two (02) days from the date of the Merchant being notified.
  - c) The Parties hereby agree and acknowledge that, irrespective of any payment made by LYRA to the Merchant, the same shall be made, without prejudice to any claims, or rights, that LYRA may have, against the Merchant and such payments, shall not constitute any admission by LYRA, as to the performance, by the Merchant of its obligations, under this Agreement and the amount payable to the Merchant.
- 5.2 If deemed necessary by LYRA, the Merchant shall provide further assurances, guarantees or security, as specified in Schedule I hereto. LYRA shall have the right, to set off claim amounts, against the said security deposit, in the event of (i) any material breach of the terms of this Agreement (ii) LYRA is unable to withhold payment in respect of suspected fraudulent charge/debit or (iii) due to the existence of any other claims against the Merchant, or by LYRA including without limitation as described in clause 5.4 hereto.
- 5.3 Time of making payments/due date of payment: Upon completion of the Transaction and the receipt of funds by LYRA, and where applicable, on receipt of proof of delivery of the dispatch of the relevant product and/or services of the Merchant, LYRA shall deliver payments to the Merchant, to the later of: (i) two (02) business days from the date of receipt of funds from the banks or financial institutions (ii) the maximum period of time for the making of payments by LYRA as specified under extant regulations from time to time.
- 5.4 The making of payments under this Agreement by LYRA to the Merchant, due to LYRA being unable to exercise set-offs against amounts due to LYRA, shall not constitute a waiver of its rights to recover amounts payable by the Merchant to LYRA and seek indemnities from the Merchant for losses suffered by LYRA for claims permissible under applicable law or for any reason, including but not limited to:
  - (a) Any Transaction is for any reason unlawful or unenforceable.
  - (b) Any information presented electronically to LYRA in respect of the Transaction is not received in accordance with LYRA's requirements as specified from time to time.
  - (c) Any Transaction made outside the territory authorized for the use of such instrument.
  - (d) Transaction which is posted more than once to cardholder's account.
  - (e) Transaction which is doubtful or erroneously paid for, to the Merchant.LYRA reserves the right to discontinue, with the provision of the LYRA Services and recover such amounts from the Merchant and be indemnified in relation to any losses in connection thereto.

## 6. CHARGEBACK AND OTHER DUES:

- 6.1 LYRA shall be entitled and Merchant hereby authorizes LYRA to debit to the account of the Merchant, from time to time, to recover any amounts due from it or incurred by LYRA on account of the following:
  - (i) Chargeback of Transactions; or
  - (ii) Any penalties, charges/fees, consequential loss or claims including but not limited to legal claims that may be made against LYRA by Payment Service Providers, Customers or regulatory authorities for any other reason than a breach of this Agreement by LYRA. These amounts shall include without limitation any costs arising as a result of excessive Chargeback of Transactions or failure of Transactions or Customer disputes.

## 7. REPRESENTATIONS AND WARRANTIES:

### 7.1 LYRA represents and warrants that:

- (i) it is duly organized and validly existing and is duly qualified, including for undertaking the transaction contemplated by this Agreement, as per the laws of India and the jurisdiction where it maintains its principal or registered office; and
- (ii) it has all the requisite power, including corporate power and authority to enter into this Agreement, to perform its obligations there under and to consummate the transaction contemplated hereby.

### 7.2 Merchant represents warrants and covenants that:

- (i) it has full capacity, power and authority to enter into this Agreement and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all governmental and other necessary approvals / consents / licenses in all applicable jurisdictions) and to authorize the execution, delivery and performance of this Agreement;
- (ii) it shall not use the LYRA Services in any manner, or in furtherance of any activity, which constitutes a violation of any law or regulation or which may result in fraud on any person or which may cause LYRA to be subject to investigation, prosecution or legal action;
- (iii) it shall disclose its privacy policy on the website and ensure that Merchant conducts its business in accordance with the same;
- (iv) it shall take all such precautions as may be feasible or as may be directed by LYRA to ensure that there is no breach of security and that the integrity of the link between Merchant's website, Payment Gateway and the Payment Mechanism is maintained at all times. Merchant shall ensure that all Customers upon accessing the link are truly and properly directed to the Payment Gateway;
- (v) it shall not describe itself as an agent or representative of LYRA;
- (vi) LYRA shall not be a party to any agreement(s), assurance(s) or undertaking(s) between the Customers and Merchant in any manner whatsoever.
- (vii) it shall use the LYRA Services only for Merchant's website(s) and product/service categories approved by LYRA under this Agreement and for no other sites, products or services. If Merchant wishes to use the LYRA Services for any other website/product or service, Merchant shall obtain prior written approval from LYRA for the same; and it shall at all times during the subsistence of this Agreement observe and comply with all applicable laws, rules and regulations in each applicable jurisdiction.
- (viii) The Merchant agrees to comply with the conditions described in this Merchant Service Agreement, the quick start guide, user manual and description and more generally in all documents provided by LYRA Network. It is also committed to enforce these obligations to its subcontractors and Merchant's. It undertakes not to interfere with the operation of the LYRA Service and not to use it for other purposes than those described in these documents.
- (ix) The Merchant certifies having all required approvals and legal capacity to sell products / services through the LYRA Service
- (x) The Merchant shall take due care to ensure the security and regular inspection of its commercial site and associated transactions and inform LYRA of any unauthorized use. The Merchant agrees to comply with the security and in particular with PCI (Payment Card Industry) rules. The Merchant is responsible to verify if PCI certification is required for its site
- (xi) The Merchant agrees not to harm the image of LYRA or LYRA by the nature of products or services which are offered by its Merchant(s).
- (xii) The Merchant agrees to indicate on its home page the logo LYRA and link to the explanation of the payment security provided by LYRA.

## 8. TERM AND TERMINATION:

- 8.1 This Agreement shall be effective as of the Effective Date and shall remain in force for a period of one (01) year thereafter (the "Initial Term"). The Initial Term shall automatically be renewed and shall extend for successive twelve (12) month terms (each a "Renewal Term" and all such Renewal Terms together with the Initial Term, the "Term"), commencing at the conclusion of the Initial Term or any Renewal Term, unless either Party gives the other written notice at least 180 days prior to the conclusion of the Initial Term or the then current Renewal Term, as the case may be, that the Agreement will not be renewed, failing which the Agreement shall be deemed renewed automatically.
- 8.2 This Agreement may be terminated by either Party by giving one eighty days (180) days prior notice in writing to the other without being required to assign or give any reasons.
- 8.3 Either Party shall be entitled to terminate this Agreement in case of the defaulting Party's failure to remedy the breach of any terms and conditions of the Agreement within thirty (30) days of receipt of written notice stating such breach.
- 8.4 LYRA reserves the right to terminate the Agreement immediately without any notice period in case of fraud, or if, the Merchant has violated any of the terms of the Agreement. In such cases all fees/charges paid by merchant shall be forfeited.
- 8.5 Further Merchant acknowledges that it shall honour all Transactions until the Agreement is in force. The Merchant shall provide necessary documentation related to Transactions done by Merchant post termination up to a period of fifteen (15) months in case of Customer disputes, failing which the Merchant will indemnify LYRA towards such Transaction loss.

LYRA reserves the right to suspend access to the LYRA Services without notice, without the Merchant being entitled to any compensation of any sort:

- in case of failure to receive this complete agreement signed or failure to complete an incomplete file.
- in the case of delay in payment of invoices corresponding to the LYRA Service or Optional Services,
- in circumstances where the Client is in breach of any material obligation under this Agreement
- in case of extraordinary or fraudulent use of the LYRA Service
- in a situation of force majeure

## 9. CONFIDENTIALITY:

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

## 10. INTELLECTUAL PROPERTY:

- 10.1 Merchant acknowledges and agrees that LYRA owns or has the right to use all the intellectual property incorporated in the software and associated with the LYRA Services. This Agreement does not grant the Merchant any rights to, or in, patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the software or in relation to the LYRA Services, other than as specified in this Agreement.
- 10.2 Merchant shall not copy, modify, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute, all or any portion of the software in any form or media, or by any means, attempt to reverse compile, disassemble, reverse engineer or otherwise, reduce to human-perceivable form, all or any part of the software.
- 10.3 Merchant shall not access any part of the software, in order to build a product or service which competes with the software or the businesses of LYRA.

## 11. INDEMNIFICATION:

- 11.1 Notwithstanding anything contained in this Agreement the Merchant hereby undertakes and agrees to indemnify and hold harmless LYRA and its directors, affiliates, representative, employees and agents against all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs of LYRA on a solicitor / attorney and own client basis), awards, damages, losses and/or expenses however arising directly or indirectly as a result of:
  - (i) any claim or proceeding brought by the Customer or any other person against LYRA, in respect of any services offered by the Merchant;
  - (ii) any gross negligent act of Merchant's agents, employees, licensees or Customers;
  - (iii) any fines, penalties or interest imposed directly or indirectly on LYRA on account of Merchant's services or Transactions conducted through Merchant under this Agreement; and
  - (iv) breach of any of terms and conditions of this Agreement by the Merchant, its agents, employees or representatives.

## 12. NO WARRANTY:

- 12.1 Notwithstanding anything contained in this Agreement, LYRA disclaims all warranties, express or implied, written or oral, including, but not limited to, warranties of fitness for a particular purpose with respect to the LYRA Services or otherwise made as regards this Agreement. Merchant acknowledges and accepts that LYRA Services may not be 'uninterrupted' or 'error free'. The Merchant also acknowledges that the services provided by the Payment Gateway Providers to LYRA which is passed on to the Merchant under this Agreement, can be in any event brought to an abrupt end in any event whatsoever by LYRA and/or the Payment Gateway Providers, for any reason whatsoever and in such an event the LYRA Services to the Merchant will in turn be terminated without LYRA having to be given any reason whatsoever.
- 12.2 LYRA's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption to the LYRA Services or loss of use and/or access to LYRA's website and the Payment Gateway Provider's Processing Mechanism and services, shall be, to use all reasonable endeavors to restore the LYRA Services and/or access to the Processing Mechanism as soon as reasonably possible.
- 12.3 Without prejudice to any other provision of this Agreement, LYRA does not warrant that:
  - (a) the LYRA Services, and the Payment Gateway Provider's Processing Mechanism will be provided 'uninterrupted' or 'free from any errors'; or
  - (b) the LYRA Services are free from any virus, Trojan or other malicious, destructive or corrupting code, program or macro.
- 12.4 LYRA reserves the right to make changes, enhancements, and/or modifications, due to mandatory, or regulatory or periodic requirements, applicable to the LYRA Services from time to time in such manner as it may deem necessary or appropriate for the provision of the LYRA Services by providing notice to the Merchant of the same. Merchant agrees to comply with the directions and/or instructions issued by LYRA to suitably modify/upgrade the Merchant's systems to comply with the standards of the Processing Mechanisms (then in force) and the standards applicable to the LYRA Services. If so requested by the Merchant, LYRA shall provide such additional services to the Merchant to suitably modify/upgrade the Merchant's systems and the Merchant agrees to pay LYRA such additional charges as LYRA deems fit in this regard.

## 13. LIMITATION OF LIABILITY:

- 13.1 In no event shall LYRA be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.
- 13.2 There shall be no liability of LYRA:
  - in case of breakdown or failure of internet telco of the Merchant, the Buyer or the Merchant, servers of Acquirers or networks to connect these servers,
  - in case of damage caused by the use of the internet, such as loss of data or contamination by viruses
  - in case of difficulties linked to the place and conditions of connection, the unsuitability of the equipment used by the Merchant, the Buyer, and in general, disturbances or interruptions to the provision or operation of the telecommunications resources provided by the operator or operators of the networks to which LYRA's installations are connected unless LYRA is responsible for any default.
  - in case of the misuse of the LYRA Service by the Merchant, in particular production keys.
  - in case of misuse of the Merchant Back Office by the Merchant
  - in case of misuse of the Back Office by the Bank
  - in case of the non-operation of the computer equipment of the Merchant, or the Buyer
  - in case of use of the LYRA Service after a Userid to the Back-office(s) has been disclosed, lost or stolen, and more generally, the use of the LYRA Service by an unauthorized person subject to Merchant being responsible for the unauthorized use or loss of Userid.
  - in case of use of the LYRA Service by the Merchant, or the Buyer that is incompatible with the operation of the LYRA Service or likely to disrupt its operation.
  - in a situation where the Merchant does not honor his obligations towards LYRA
  - in a situation of force majeure
- 13.3 Notwithstanding any other term of this Agreement or any damages that may be incurred by the Merchant for any reason whatsoever, the entire liability of LYRA under this Agreement, shall be limited to an amount not exceeding the Fees received from the Merchant for the LYRA Services for the month immediately preceding the date of such proven claim/demands.

## 14. NON-SOLICITATION:

Merchant agrees that during the term of this Agreement and for a period of two (2) years thereafter, it shall not, without the prior written approval of LYRA hire or enter into a contract with any employee, agent or representative of LYRA to provide services to the Merchant or, directly or indirectly, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, consultant, agent or representative of LYRA to leave or otherwise terminate such person's relationship with LYRA.

## 15. APPLICATION OF THE BANK AGREEMENT:

LYRA has entered into a definitive agreement with the Bank ("Bank Agreement") in connection with and to facilitate the provision of the LYRA Services set out herein. The relevant portion of the Bank Agreement is attached herewith this Agreement as Schedule II. Merchant acknowledges the terms of the Bank Agreement and further explicitly agrees that the terms of the Bank Agreement will apply back to back to the Merchant, as if, it were a party thereto in place of LYRA. All liabilities and obligations set out in the Bank Agreement shall be deemed to be liabilities and obligations of the Merchant. Merchant shall hold harmless and indemnify LYRA against any claims that may arise from the Bank Agreement.

## 16. BANNED PRODUCTS & SERVICES:

The Merchant hereby expressly agrees not to directly or indirectly deal in such product(s) or service(s) that are inciting violence, discrimination, hatred, pornography or prejudicing the protection of children at any time during the subsistence of this Agreement. Without prejudice whatsoever to LYRA's other rights and privileges, the Merchant binds himself unequivocally to be solely liable for including but not limited to any legal actions and suits, and to make good to LYRA immediately upon demand damages suffered by LYRA directly or owing to claims by any third party, levy assessment fees or fines, penal actions taken by VISA/MasterCard/NPCI/Amex/RuPay, the Reserve Bank of India and any other statutory or competent authorities for any breach of any terms of this Agreement.

17. MISCELLANEOUS:

- 17.1 Entire Agreement: This Agreement with all its Schedules comprise the final understanding of the Parties relating to the subject matter hereof and cancels all prior discussion or agreements, whether written or oral, between the Parties. Any modification or amendment to this Agreement, shall be effective upon a notification to the Merchant by email, or any other mode of communication as agreed between the Parties.
17.2 Severability: If any provision of this Agreement is determined to be unenforceable in whole or in part thereof for any reason, then such provision or part thereof, shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in any way be affected thereby and any act of omission/commission of the Parties hereto done prior to the provisions being held unenforceable shall be deemed to be valid and/or binding on the other.
17.3 Assignment: This Agreement will bind the successors and permitted assigns of the Parties hereto and the Merchant will obtain prior consent from LYRA before assignment of this Agreement. The rights under this Agreement granted to the Merchant are not assignable or transferable without the prior approval of LYRA. LYRA shall be entitled to assign or transfer its rights and obligations under this Agreement to any other entity.
17.4 Rights, Remedies and Waiver: All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If either Party fails to perform its obligations under any provision of this Agreement and if the other Party does not enforce such provision then, failure to enforce on that occasion shall not prevent enforcement on later occasions.
17.5 Governing Law, Jurisdiction and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws in India. The Parties agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India as regards any claims or matters arising under or in relation to the terms and conditions of this Agreement. The Parties hereto will endeavor to settle amicably any disputes, differences or claims whatsoever, related to this Agreement or arising on account of this Agreement. Failing such amicable settlement, any dispute shall be settled by arbitration by a single arbitrator who shall be appointed by LYRA. The Arbitration and Conciliation Act, 1996 as amended from time to time shall govern the arbitration proceedings. The jurisdiction for the purpose of conducting arbitration proceedings or otherwise any proceedings before the courts shall always be that of Mumbai, India. The arbitration procedure shall be conducted in the English language and any award or awards shall be rendered in English.
17.6 Notices: Any notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the Party issuing the same and shall be addressed to LYRA or the Merchant at their respective addresses mentioned hereinabove or to such other address as the concerned Party may inform the other Party in accordance with the provisions of this Agreement.

(a) Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, registered post, courier, cable, facsimile or telex to:

If to LYRA:

Attn: The Sales Department

Address: 24, Techniplex Complex, Off. Veer Savarkar Flyover, Goregaon (W), Mumbai - 400 062 | E-mail: sales.department@lyra-network.co.in | Tel: 022-33864910

If to the Merchant:

Attn:

Address: [Grid area for merchant address]

Email: [Grid area for merchant email] Tel: [Grid area for merchant telephone]

(b) Nothing in the aforesaid clauses shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

17.7 Counterparts: The Parties may execute this Agreement in counterparts and each fully executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SIGNED SEALED AND DELIVERED

For LYRA Network Pvt. Ltd.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature and Stamp:

SIGNED SEALED AND DELIVERED

For : \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Signature and Stamp:

SCHEDULE - I SERVICES, COMMERCIALS AND TERMS AND CONDITIONS

PART - A: LYRA SERVICES & COMMERCIALS:

- 1. As per Merchant Application Form

PART - B: TERMS & CONDITIONS:

- 1. The Fees paid by Merchant shall be a onetime charge for required user training to be carried out by LYRA in conjunction with the employees of the Merchant vide telephone as agreed by LYRA in writing and further installation and training charges outside Mumbai will be chargeable at INR ...../- (Rupees .....Only) per man day with reimbursement of additional costs such as traveling/boarding & other expenses, which will be payable at actual.
2. For any customization or modification required in LYRA Services, the Merchant shall pay INR ...../- (Rupees .....Only) per man day or as may be mutually agreed between the parties in writing
3. Charges for Settlement of Accounts:
1.1 Settlement Period of the Funds:

LYRA will settle funds to the Merchant's bank account in T+2 days. The MDR / TDR shall be the amount of the bill excluding taxes, tips, shipping, charges, etc. which shall be additionally chargeable as applicable. For avoidance of any doubts, it is hereby clarified that all taxes of whatsoever nature, including but not limited to, GST, service tax, education cess, consumption tax, value added tax, withholding taxes whether currently in force or introduced after the date of this Agreement and any other taxes, duties, fees and charges arising out of the performance of this Agreement, shall be borne by the Merchant.

1.2 Security (If Applicable):

The Merchant agrees to pay an amount of INR ...../- (Rupees .....Only) as a refundable deposit that will act as security for obligations and liabilities of the Merchant under this Agreement, and LYRA shall be entitled to set off amounts against such obligations and liabilities anytime on or prior to the expiry of this Agreement.

SCHEDULE II RELATIVE CLAUSE FROM THE BANK AGREEMENT

LYRA has entered into a definitive agreement with the Bank ("Bank Agreement") in connection with and to facilitate the provision of LYRA Services set out herein. The Merchant acknowledges the below terms of the Bank Agreement and further explicitly agrees that the terms of the below Bank Agreement will apply back to back to it as if it were a party thereto, in place of LYRA.

CONVENANTS OF LYRA:

In consideration of Partner Bank performing the Services as mentioned above, LYRA hereby declares, assures, undertakes and covenants as under:

- (a) LYRA shall ensure that its Merchant shall duly fulfill all Customer Orders in accordance with the order of the Customer.
(b) LYRA is aware that Partner Bank is not guaranteeing any transactions with the Customers in any manner whatsoever. The debit to the customer's account will be subject to there being adequate balance in the Customer's account.
(c) Notwithstanding the aforesaid, the LYRA assures and guarantees to the Bank the due performance of all Customer Orders for which the payment has been transferred through the Payment Mechanism.
(d) In the event of any Customer complaining of any deficiency in Service, LYRA shall take such measures as may be required to rectify the same. In the event the LYRA is unable to rectify the same, LYRA shall forthwith compensate the Customer for any loss caused to the Customer.
(e) LYRA shall ensure that the best service standards in the industry are adopted and shall ensure delivery of all goods and services purchased for Customers in accordance with the highest standards.
(f) LYRA shall ensure confidentiality of all information submitted by the Customers at the Site. LYRA undertakes to ensure that the amount of transaction shall be hidden and not visible in the URL sent to and received by Partner Bank from the LYRA Site and the change in the system and/or software, if required, shall be done by LYRA at its own costs.
(g) LYRA is acting in compliance with and shall at all-time act in compliance with all law.
(h) Partner Bank shall be entitled to require LYRA to add to its Site such disclaimers, warranties and indemnities as partner Bank may require from time to time.
(i) LYRA shall ensure that all licenses and registrations required by the LYRA are in full force and effect to enable the LYRA to carry on the business of sale of goods and services.
(j) LYRA shall not carry out any activity, which is banned or illegal or immoral.
(k) The price quoted for the products and services displayed by LYRA and its Merchant on the Website shall be inclusive of all taxes, levies and duties including in particular excise/ customs duty, sales tax, GST, service tax, octroi etc. The price would also be inclusive of delivery and transportation charges.
(l) LYRA shall ensure that LYRA accesses the Site at least four times a day in order to access the orders, respond to queries and to address all other matters, which LYRA is required to address.
(m) LYRA shall ensure accuracy and correctness in downloading and performing all orders placed by Customers.
(n) LYRA shall furnish to the Bank forthwith upon request from time to time and upon receipt of the same from its Merchants, the original copy/copies of proof of transactions, invoices or other records of the Merchant pertaining to the order placed by the Customers on the Site. LYRA shall ensure that the Merchant shall retain all such records for a period of 10 years from the relevant date of the order placed on the Site. Partner Bank shall be entitled to inspect the records and other data relating to the orders placed on the Site at any time whatsoever and without any prior notice.
(o) LYRA or the Merchants shall not use the trade name or trademark of Partner Bank without written permission from Partner Bank.
(p) LYRA shall disclose its privacy policy on the Site and ensure that LYRA conducts its business in accordance with the same.
(q) The merchant shall be solely responsible for the accuracy of all information and/or validity of the prices and any other charges and /or other information relating to the goods and services, which are offered through or included in Site.
(r) Partner Bank shall be entitled to prohibit the display of any material on the Site if the act or manner of such display is contrary to any applicable law, regulation, government policy, order or guideline including all applicable foreign laws and regulations or which is detrimental or harmful to the interest of Partner Bank, in the sole and exclusive opinion of Partner Bank.
(s) Sub-clauses of clause (s):
(i) LYRA shall ensure that for the processing of any instruction from a Customer relating to the transfer of funds from the Customer's Bank Account to LYRA's Current Account, all such information as may be required by the Bank from time to time is provided from the Site to Partner Bank at the time of processing any instructions towards this end.
(ii) Without prejudice to the generality of clause (b) above, LYRA shall ensure that LYRA has captured the account number details of the Customer's Bank Account (currently being a 14 digit number) that the Customer is desirous of using for processing payments to LYRA and at the time the Customer chooses to use the Customer's Bank Account for the purpose of making fund transfers to LYRA, the details for the Customer's Bank Account are also automatically reflected in the details forwarded by the LYRA to Partner Bank. To enable the same, it will be the responsibility of LYRA to modify its systems to capture the details of the Customer Bank Account. LYRA will also be responsible to ensure the correctness of the information obtained from the Customer in this regard.
(iii) LYRA will also ensure secrecy and confidentiality of all Customers information, including the Customer's Bank Account details and will establish sufficient safety measures to prevent any loss or misuse of such information.
(iv) LYRA is aware that in the event the Customer's Bank Account details provided by the LYRA to Partner Bank are not in accordance with the records of Partner Bank in relation to such Customer's user identification and password and other checks that may be provided by Partner Bank from time to time, Partner Bank may reject transfer instructions, without any responsibility accruing to Partner Bank in this regard. Any claim arising out of such rejection or non-execution of transfer will be the sole responsibility of LYRA and no liability will devolve on Partner Bank in this regard including for breach by the LYRA of the covenants contained above. LYRA shall ensure that all Customers upon accessing the link and mapping are truly and properly directed to the Payment mechanism.
(v) LYRA shall not seek and/or retain any of the confidential details of the Customer in relation to the Payment mechanism, including without prejudice the user id details or the password details of the Customer in relation to the Payment mechanism.
(vi) Without prejudice to the generality of the aforesaid, LYRA shall routinely and at such time intervals as may be specified by Partner Bank check the integrity of the link and mapping and provide such reports as may be required to Partner Bank from time to time.
(vii) LYRA shall also maintain records of such periodical checks in such manner as may be specified by Partner Bank. Partner Bank shall be entitled to check and audit LYRA's records and statements in this regard at such intervals or time as Partner Bank may deem fit but with prior notice to the LYRA.
Notwithstanding the aforesaid in the event of any loss being caused as a result of the link and mapping being breached or as a consequence of the link and mapping being improper or bring in violation of the provisions of this Agreement or as a consequence of any non-compliance of the provisions of this Agreement by LYRA or as a consequence of the actions mentioned earlier, the loss shall be to the account of the LYRA and LYRA shall indemnify and keep indemnified Partner Bank from any loss as may be caused in this regard.
(l) LYRA has the full right and/or authority to offer the services on the Site and that it has and shall observe and comply with the applicable laws and regulations in each applicable jurisdiction including without limitation, all applicable licensing, securities, stamp duty, income-taxes and other taxes and other censorship regulations and laws whether in India or otherwise.
(u) LYRA shall provide Partner Bank with such information and/or assistance as is required by Partner Bank for the performance for the Services and/or any other obligations of Partner Bank under this Agreement.