# AGREEMENT

I Accept Terms and Conditions

THIS IS AN AGREEMENT BETWEEN **PRASHANTH MOTORS** with GST number: **36BUCPK2888P1ZV** OR (hereinafter "You" or "Your" or "MERCHANT") AND SHANROHI TECHNOLOGIES PRIVATE LIMITED (hereinafter "STPL" OR "RAMP" OR "RAMP GMS") GOVERNING USE OF PAYMENT GATEWAY BEING PROVIDED BY INGENICO EPAYMENTS INDIA PRIVATE LIMITED (hereinafter "payment service provider" or "IEPL") AS A FEATURE INTEGRATED IN RAMP GARAGE MANAGEMENT SOLUTION (GMS) BY SHANROHI TECHNOLOGIES PRIVATE LIMITED.

## PARTS OF THIS AGREEMENT

This Agreement consists of the following terms and conditions (hereinafter the "Payment Terms" or "Merchant Terms") and terms and conditions, if any.

## ACCEPTANCE OF THE TERMS

Merchant's representative must be of legal age to enter into a binding agreement in order to accept the Payment Terms. Merchant can accept the Terms by checking a checkbox or clicking on a button indicating acceptance of the Merchant terms or by actually using the Payment Gateway Services. In case of non acceptance of the terms, the merchant shall not be entitled for use of payment gateway services in the product/ RAMP/ platform/ portal for their business management thus subscribed by the merchant.

## USER SIGN UP OBLIGATIONS

Merchant needs to sign up for a user account by providing all required information in order to access or use the RAMP GMS services. If the merchant wishes to use the services for internal use, we recommend that the merchant, and all other intended users from the merchant's organization, sign up for user accounts by providing their contact information to the prescribed administrators. In particular, we recommend that the merchant uses an email address meant for communication and compliances with different authorities. The merchant and its authorized representatives agree to: a) provide true, accurate, current and complete information about the users as prompted by the new employee creation process; and b) maintain and promptly update the information provided to keep it true, accurate, current, and complete. Any information that is untrue, inaccurate, outdated, or incomplete, or if RAMP/ payment service provider has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, RAMP/ payment service provider may terminate the use of payment gateway services and refuse current or future use of such services.

## DESCRIPTION OF PAYMENT GATEWAY SERVICE

RAMP provides an array of services for online business productivity and management including RAMP Garage Management Solution, RAMP Vendor Management Solution, RAMP Preventive Fleet Maintenance Solution, Motoapp or Customer Mobile Application and as an interactive payments feature. This Payment Gateway Service(s) is enabled for effective payments transfer from all the

stakeholders involved. The merchant may use the services for their business use or for internal business purpose in the organization that they may represent only. They may connect to the services using any Internet browser supported by the services and/ or respective mobile applications available in the Android platform. The merchant is also responsible for obtaining access to the internet and the equipment necessary to use such services.

---

## ANNEXURE 1 – MERCHANT TERMS

**The Merchant shall:**

1. Maintain confidentiality of confidential information.
2. Ensure all customer disputes are properly handled at its end.
3. Ensure that it adheres to all terms and conditions of the contract between the Merchant and its customer.
4. Indemnify Shanrohi Technologies Private Limited (STPL) in relation to its acts/ omissions, transactions, goods, services, charges, charge-backs, fines, levies, fees etc.
5. Merchant and transactions carried out using payment gateway services are always in compliance with all applicable laws, including but not limited to those related to anti-bribery, corruption, competition, terrorism, money laundering, labour, intellectual property, information technology and directives issued by statutory and regulatory bodies like RBI.
6. Merchants duly fulfil all Customer Orders in accordance with the instructions of the Customer in accordance with the terms and conditions agreed to by and between the customer and the Merchant. The fulfilment of all such transactions shall be subject to the terms and conditions agreed to between the customer and the Merchant. STPL or Payment Option Provider shall not be a party to such contract in any manner whatsoever and the fulfilment of the contract shall solely and exclusively be the obligation of the Merchant only. Any and all disputes whether regarding the quality, merchantability, deficiency, improper or incomplete service, or non-delivery /delay in delivery of the products/ services or in the amount of billing or otherwise will be dealt with customer directly and STPL/ Payment Option Provider shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes
7. There is a valid agreement between the Merchant and its customers.
8. Merchant is aware that STPL is not guaranteeing any transactions with the customers in any manner whatsoever.
9. Merchant bears and will be responsible for the payment of all relevant taxes (including any applicable withholding taxes) due upon the services related to the customer orders.
10. Merchants to furnish to STPL / Payment Option Provider, upon request from time to time, the original copy/copies of proof of transactions, invoices or other records of the Merchants pertaining to any order placed by the customers with the Merchant.
11. Merchant does not deal in any negative sector as contemplated by the payment service provider and the merchant shall make sure that they seek information about such negative sectors by contacting the payment service provider from time to time.
12. Merchant shall take all necessary steps and/or precautions to ensure that the services offered by it are not mistaken or misrepresented as being associated with or being offered by STPL/ Payment Option Provider.
13. Merchant shall comply with instruction of STPL/ Payment Option Provider in relation to policies and applicable laws.
14. Merchant shall take all precautions as may be feasible or as may be directed by STPL to ensure that there is no breach of security and that the integrity of STPL/ Payment Option Provider

network.

15. 15. Merchants shall not use the trade name or trademark of STPL/ payment service provider or the Participating Banks in any manner whatsoever.
16. Merchant shall ensure confidentiality of all card and bank account information submitted by the customers for the processing of their transactions.
17. Merchant shall (a) Not describe itself as agent or representative of STPL/ Payment Option Provider; (b) Not make any representations to customer or any third party or to give any warranties which may require STPL/ Payment Option Provider to undertake to or be liable for, whether directly or indirectly, any obligation and/or responsibility to Customer or any third party and (c) comply and update itself with the guidelines, regulations, procedures and amendments issued by any government, quasi government, statutory authority, card associations or any other institution regulating card business which may have an effect on this Agreement.
18. Merchant shall not, at any time, require the customer to provide it with any details of the card or bank accounts or any OTP, passwords, or PIN.
19. Merchant shall provide commercially reasonable level of customer support to customers to the satisfaction of the customer.
20. Chargeback of Transactions: STPL/ Payment Option Provider shall be entitled at any time to refuse making a total or partial payment to Merchant or if payment has been made to debit Merchant's account or to seek immediate reimbursement from Merchant, notwithstanding any authorization given by the STPL/ Payment Option Provider to Merchant, in the event of a chargeback/ refund/ customer dispute.
21. In case the Merchant is selling any physical goods, merchant shall ensure that the delivery receipt and other documentation with respect to the same are stored with the Merchant for a period of four years from the date of delivery.
22. Merchant shall maintain in good order and as per generally accepted industry practices, its site, books of account, technical records, and other records, documents and technology platform as required under or for this Agreement. In case it is directed or required by STPL, Payment Option Provider or other governmental authorities, Merchant shall allow the auditors appointed by STPL (whether internal or external) to act on its behalf and/or its regulators to enter upon the premises of Merchant and inspect, examine and audit operations, records and take copies as it deem fits in their absolute discretion to be relevant to the services carried out and/or arrangement entered into in terms of this Agreement.

**Acceptance Parameters**

| | |
|---|---|
| Authorized signatory: Rahul | Ph no: 9704978238 |
| Email ID: rahul.kr1692@gmail.com | OTP used: 287616 |
| Date of Acceptance: 28/12/2019 | Time of Acceptance: 10:44 |
| IP address:192.168.1.1 | Device ID/MAC/IMEI:123456789012 |