

MERCHANT SERVICES AGREEMENT (POS)

(Terms & Conditions)

PREFACE:

Itz Cash Card limited (ItzCash) is offering its Customers\Master distributors (hereinafter referred as "Merchants") Point of Sale (POS) Terminals for accepting payments made by way of Valid Debit/Credit Cards or other Instruments which can be validated on POS ("Card Transactions") through EMV compliant point of sale devices. The Merchants hereby agrees to the below stated terms and conditions set forth herein, subject to which ItzCash will facilitate the services to the Merchant

1 DEFINITIONS

- 1.1. "Authorization" shall mean the process by which ItzCash and/or its business associates approve and confirm to the Merchant whether the Valid Card of the Card Member has the required credit limit/funds (as the case may be) to make payments for a transaction and includes approval flashed on the point of sale terminal at the Premises;
- 1.2. "Card Member" shall mean a person holding a Valid Card and making payment using that Valid Card;
- 1.3. "Card Organization" includes VISA, MasterCard and any other card organization acceptable to ItzCash and/or its business associates or ItzCash offering credit, debit or any other card programme to Issuers;
- 1.4. "Charge Slip" shall mean the receipt printed out by the POS device on successful completion of an Authorization of a charge;
- 1.5. "Issuer" means a licensee of a Card Organization issuing a card;
- 1.6. "Valid Card" shall mean a card issued by an Issuer, bearing signature of the holder whose name is embossed on the same but shall not include (i) a card listed on a current Warning Notice or (ii) an expired card or a card not yet operational or (iii) a card that cannot be used in India or (iv) a damaged or torn card;
- 1.7. "Valid Charge" the charges which has been incurred at the Premises and has been Authorized by ItzCash or its business associates;
- 1.8. "Warning Notice" means a notice or any other communication issued by ItzCash or any Card Organization informing the Merchant of any lost, stolen, invalid and cancelled cards.

2 EQUIPMENT

In order to provide the Merchant Services, ItzCash may provide the Merchant with certain equipment and products ("Equipment") that are necessary for the provision of the Merchant Services. The Merchant shall acknowledge the receipt of such Equipment in a form and manner acceptable to ItzCash and each such acknowledgement shall be deemed to be a part of this Agreement and shall be

construed to form a part of this Agreement. The Merchant shall be solely responsible and liable for the safekeeping, custody and maintenance of the Equipment. The terms and conditions in relation to the provisions for installation, usage and operation of the Equipment are specified hereunder. The Merchant shall use the Equipment only for providing Card Transaction Services and for no other reason whatsoever.

3 CARD TRANSACTION SERVICES

3.1 Submission of Charges: The Merchant shall retain the Charge Slips either in hardcopy form or digital form, the Merchant represents and warrants that: (i) all statements and data contained therein, are true, correct and complete; (ii) the Merchant has supplied or will arrange to supply or caused to be supplied the services or goods to which the transaction information relates to and for the amount stated therein; (iii) no other Charge Slip has been or will be issued or presented in respect of the same Card Transaction; (iv) the Merchant agrees to retain the Charge Slips and the bills/invoices pertaining to the charges for a period of one (1) year from submission date and make them available to ItzCash on request; (v) as and when ItzCash requests for a particular Charge Slip, the same shall be handed over to ItzCash within (7) days of the request; (vi) the relevant Charge Slip represents a genuine business transaction undertaken by the Card Member using a Valid Card in respect of which the Merchant has, or will, duly discharge all of the Merchant's obligations; and (vii) in case of any claim or dispute is made by any Card Member relating to any transaction, the Merchant shall retain the charge slip pertaining to the specific transaction till the dispute is finally settled to the satisfaction of ItzCash; (viii) in respect of such disputed, Card Transactions, the Merchant shall also save and retain images of the transactions that might have been captured by CCTV Surveillance Camera installed by the Merchant, if any, till such dispute is finally settled for the purpose of investigation.

3.2 Acceptance of Charges and Payment: ItzCash hereby agrees to accept without recourse all Valid Charges and the Merchant agrees to accept payment less the Merchant Discount Rate (MDR) as mentioned in the attached Annexure-2 hereto and the amount calculated at the rate specified in the Data Sheet ["Card Transaction Reimbursement Amount"] (being the applicable service taxes, cess and other statutory levies that are payable in respect of the MDR, including but not limited to service tax and education cess, swach bharat cess and krish kalyan cess) on the total amount listed on the Charge Slips signed by the Card Member. Subject to the terms of this Agreement, ItzCash shall pay to the Merchant an amount equivalent to the Valid Charges specified in the Charge Slips after deducting the MDR and Card Transaction Reimbursement Amount. ItzCash shall make such payment by crediting the amount to the Merchant's Easy account (virtual account with ItzCash)/ Specified Bank Account.

3.3 Merchant Discount Rate (MDR): In consideration of the services being rendered by ItzCash and/or its business associates, the Merchant hereby authorizes ItzCash to deduct the MDR from the payments to be made to the Merchant. MDR herein shall mean the fees as specified and intimated by ItzCash, in writing, to the Merchant from time to time, subject to Reserve Bank Of India (RBI) guidelines.

4 CHANGE OF OWNERSHIP/BUSINESS

4.1 The Merchant shall immediately notify ItzCash of any sale, assignment, lease or transfer in any way of the Merchant's all or

any significant or material part of its assets. The rights obtained under this Agreement by the Merchant are not assignable without prior written approval of ItzCash. Where the Merchant proposes to change the nature of business or merchandise sold or services provided by the Merchant, which may result in the Merchant Category to be changed in the books of the Card Organizations, the Merchant shall use the Equipment: (a) only after such change is informed to each of ItzCash; and (b) upon receipt of acceptance, in writing, thereof from ItzCash.

5 PROMOTIONAL MATERIAL

5.1. The Merchant shall during the Term of this Agreement, display such symbols, names, promotional materials on its Premises, place(s) of business, establishment(s) as may be required by ItzCash. Notwithstanding anything contained herein, the Merchant irrevocably authorizes ItzCash to include Merchant's name in any catalogue or any other promotional material as may be prepared or produced by ItzCash pertaining to acceptance of Merchant Services or the sales, marketing or promotion of any service offerings.

6 COMPLIANCE

6.1. The Merchant hereby confirms and acknowledges that it shall comply and has complied with all applicable laws of the land and further acknowledges that ItzCash shall have no obligation to verify whether or not the Merchant has acted in accordance therewith.

6.2. The Merchant hereby also confirms and acknowledges that it is aware of and agrees to abide by the guidelines of the Card Organizations.

6.3. The Merchant shall not deploy any other payment applications in the Equipment which has the capacity to capture card number or card details

6.4. In the interest of Card Members and Security of Card Transactions, the Merchant agrees to comply with Payment Card Industry (PCI) Data Security standards as specified in detail under Annexure-3 attached herewith.

6.5. The Merchant shall capture only the transactions done at the Premises in the Equipments deployed and on no account, the Merchant shall capture any transactions done on other establishments or capture the card data including (Card Verification Value) CCV number for the purpose of skimming, duplicating and fabricating the cards.

7 TERMS AND CONDITIONS FOR EQUIPMENT

7.1. Responsibility for damages: The Merchant shall be responsible for all damages to the Equipment and/ or all losses or damages or claims arising out of negligence, misuse of the Equipment and/ or default by the Merchant in fulfillment of its obligations under this Agreement or default in payment for any telecommunication devices attached to/ inbuilt within / embedded in the Equipment ("Defaults"). Upon the occurrence of any of the above Defaults, ItzCash may, in addition to its other rights and remedies, use all or any part of the Security Deposit to compensate ItzCash for the cost of the Equipment and/ or any loss or damage which ItzCash may incur or suffer by reason of such Default. Further, the Merchant agrees that if any portion Security Deposit is utilized by ItzCash in terms of this Agreement, the Merchant shall within five (5) days after written

demand thereof deposit cash with ItzCash of an amount sufficient to restore such Security Deposit to its original amount. Provided however in the event the Security Deposit is insufficient to compensate ItzCash for the losses or damages suffered, without prejudice to the other rights and remedies available to ItzCash in terms of this Agreement or under applicable laws, ItzCash shall be entitled to recover the same from the Merchant.

7.2. Installation point of sale terminal: The Merchant hereby expressly agrees and consents for installation of the Equipments at the Premises by ItzCash and undertakes that it has obtained all the necessary approvals in respect of installation of Equipments at the Premises, if any, to enable the processing of Card Transaction and/or Merchant Services, during the Term of this Agreement, at the Premises

7.3. Merchant's Responsibilities: The Merchant hereby agrees, undertakes and covenants to do following:

- a) be responsible for the cost of any electricity consumed by the Equipment and data line charges, if any, payable in connection with it;
- b) retain in its possession and for its exclusive use the Equipment provided in terms of this Agreement and keep the same in good and safe condition. Merchant shall control the use of the Equipment such that any transaction using the Equipment shall be deemed to be authorized and sanctioned by the Merchant;
- c) not alter or otherwise tamper with the program or the components in the Equipments;
- d) ensure that all times during the business hours at least two (2) members/staff/employees of the Merchant, who have been trained by ItzCash to operate the Equipments, are available at the Premises;
- e) report promptly to ItzCash any fault in the operation of the Equipments or misuse of the equipment.;
- f) the Merchant shall not: (a) sell, assign, transfer, lease or otherwise dispose of any Equipment deployed or provided by ItzCash (c) remove, conceal or alter any markings, tags or date attached to the Equipments or any part thereof indicating ItzCash ownership of such Equipment; (d) remove or relocate the Equipment without obtaining the prior written confirmation of ItzCash; (e) cause or allow ItzCash right to access, repossess or dispose off the Equipments deployed or provided by ItzCash pursuant to this Agreement or otherwise to be encumbered in any way or otherwise jeopardized by any act or omission of the Merchant or its servants, representatives or agents or because of any other factor within the Merchant's control; (f) permit any third party to perform any kind of maintenance services on the Equipments deployed or provided by ItzCash (including but not limited to services for any modifications, enhancement or software/engineering changes to the Equipments deployed or provided by ItzCash, without the prior written consent of ItzCash;
- g) permit the authorized representatives of ItzCash to carry out physical inspections or audits of the Equipments Deployed or provided by ItzCash any anytime during business hours, with or without notice;

h) make good ItzCash loss or damage arising out of (a) negligence or (c) misuse of the Equipments deployed or provided by ItzCash and /or (b) breach of the aforesaid obligations, undertakings or covenants with regard to the Equipments.

i) **Ownership of Equipment:** The Merchant hereby acknowledges, agrees and confirms that the Equipments deployed or provided by ItzCash are the exclusive properties of ItzCash, as the case may be, and shall be surrendered to ItzCash, as the case may be, on demand during the Term of this Agreement and/or immediately upon any termination or expiry of this Agreement. Under no circumstances shall the Merchant claim any right, title or interest in or to the Equipments provided by ItzCash, for any reason whatsoever. The Merchant shall be responsible for the maintenance of the Equipment deployed or provided by ItzCash and for the secrecy of any software and keys (embedded into the POS terminal) and shall neither allow or facilitate any piracy, nor violate any copyright/trademark relating to any software or other intellectual property rights.

j) **Reservation of Rights:** ItzCash reserve the right to withdraw at any time, and from time to time, the Equipments or any part thereof, deployed or provided by ItzCash at anytime from the Premises, in its sole discretion, for any or no reason and without assigning any reason whatsoever, and its decision shall be final and binding upon the Merchant, without any demur, protest or objection from the Merchant.

8 TERMS AND CONDITIONS FOR CARD TRANSACTION

8.1. **Authorization process:** The Merchant shall obtain an Authorization from ItzCash for any and every charges incurred by the Card Member in the following manner:

a) On the presentation of the card by a Card Member for the purpose of payment, the Merchant shall verify and confirm that: (a) the card is a Valid Card; (b) the card is an original card and the same bears the logo, name of the issuing ItzCash, a genuine hologram of the issuing Card Organisation and such other details as may stipulated by the from time to time; (c) the card is not mutilated or altered card; (d) if the card is a photo card, the Merchant should also verify that the photograph on the card matches with the Card Member; and (e) the signature panel strip on the card is duly signed and the signature appearing therein tallies with that of the Card Member inscribed on the charge slip. The PIN Entry is made in front of the Merchant by the Card Member.

b) Upon completion of the aforesaid verifications and for the purpose of obtaining the Authorization, the Merchant shall swipe/DIP the Valid Card in the POS Terminal device and enter the details of the transactions / card as being requested.

Upon the Authorization of a particular charge ("Valid Charge"), the Merchant shall obtain signature of the Card Member in digital touch screen if the same is required ("Online Charge Slip") which shall specify the charged amount and the name of the Card Member and such other details as may be provided by ItzCash. Thereafter, the Merchant shall verify the Card Member's signature on back panel of Valid Card with the signature of the said Card Member on the screen. In the event of mismatch of the Card Member signature, the Merchant shall follow procedure as

c) The Merchant may also be required obtain prior approval by contacting ItzCash by telephone ("Approval") in the following cases: (a) the amount of a charge incurred on a Valid Card exceeds the limit as mentioned in Data Sheet hereto (the "Single Charge Floor Limit"); (b) the amount of a charge or series of charges incurred on a Valid Card/s on a single day exceeds the limit as mentioned in Data Sheet hereto (the "Total Charge Floor Limit"); (c) the Merchant believes the card may be counterfeit/stolen/lost; or (d) there are suspicious circumstances surrounding the presentation of the Valid Card. The Merchant hereby agrees that ItzCash may from time to time increase or decrease the Single Charge Floor Limit and Total Charge Floor Limit.

d) The terminal will be classified on the basis of Merchant Category Code as per Visa/Mastercard guidelines. The Merchant category code will be assigned as per Nature/Registered name of business mentioned by ICW in the data sheet attached herewith as Annexure-1.

8.2. **Splitting of Charge Slip:** The Merchant shall not split the total invoice amount into two (2) or more transactions if there has been a decline from the Issuer. This is violation of law and a compliance issue with Card Associations.

8.3. **Undertaking and Acknowledgement:** The Merchant hereby agrees that this Agreement shall be applicable in respect of each and every Card Transaction at the Premises. Further, the Merchant undertakes to honour and accept every Valid Card when properly presented as payment by Card Member for all transactions. The Merchant shall only undertake online Card Transactions and shall not undertake offline transactions. The Merchant shall not engage in such acceptance practices or procedures that discriminate against, or discourage the use of VISA/MasterCard cards in favour of any other card that is also accepted by the Merchant or other payment mode accepted by the Merchant. Further, the Merchant acknowledges that any purchase from it by the Card Member creates a direct obligation on ItzCash to pay the Merchant and the Merchant agrees not to bill the Card Member directly. The Merchant agrees that the prices charged to Card Member will not exceed the prices charged to the general public for the relevant goods and services.

8.4. **Dispute pertaining to Authorization and/or Approval:** In case of any disputes regarding Authorization and/or Approval given by ItzCash or regarding any details pertaining thereto (whether as to card number, expiry date of a Valid Card, amount, date and the time of charges, time at which Authorization and/or Approval is given or any other details whatsoever), the decision of ItzCash to grant or refuse Authorization and/or the Approval and the details mentioned by ItzCash shall be final and binding on the Merchant.

8.5. **Suspect Charges:** The Parties hereby agree that in the event that ItzCash determines that the charges have been fraudulently incurred or charged either on a non-Valid Card or a counterfeit card or where ItzCash has reason to investigate or cause to be investigated any charges, ItzCash will be entitled at any time by giving notice to set-off and adjust outstanding of the Merchant, against all payments due to the Merchant and such set-off and/or adjustments shall be final and binding on the Merchant. Further, where ItzCash has reason to believe that any charges have been fraudulently incurred or charged either on a non-Valid Card or a counterfeit card or where

of payment in terms of this Agreement. Provided that if before expiry of 6 (six) months from the due date of payment in terms of this Agreement, ItzCash determines after due enquiry and investigation that the charge is a Valid Charge and not a Suspect Charge, ItzCash shall release such withheld payment to the Merchant Account. Provided further that if within the said period of 6 (six) months ItzCash Police or any other authorities, determine after due enquiry and investigation, that any Suspect Charge is not a Valid Charge, ItzCash shall be entitled not to pay the same at all and the Merchant agrees and undertakes not to raise any claims thereto.

8.6. Disputes: The Merchant agrees that any charges Authorized and/or Approved or accepted by ItzCash, according with the terms of this Agreement or any Service Agreement, which proves to be uncollectible, and which was incurred in any of the circumstances, as set out hereunder, shall be the exclusive financial responsibility of the Merchant.

a) Documents – The Merchant has to retain all the documents pertaining to the transaction and he is to send those documents as and when required by ItzCash as applicable. Documents here refer to a clear and signed charge slips in soft copy, a clear and signed invoice for transactions. Timely manner refers to 30 days in case of Retrieval request and 45 days in the event of charge back. ItzCash will take the responsibility of calling the designated person in such event in 3 working days.

b) Goods not delivered to card holder

i) When an incorrect amount has been authorized. For eg. Rs 1,00,000 is authorized instead of Rs 10,000

ii) When goods have not been delivered to the card holder despite an authorization having been done

iii) When duplicate transactions are done on the card but goods have not been delivered for all transactions.

c) Violation of Compliance Agreements – In the event merchant violates clause 8.2

8.7. Cash Advances and/or Cash Refunds: In case any Valid Charges of any Card Member are required to be credited back to such Card Member, the Merchant will not allow such Card Member to cash any cheque and/or the Merchant will not make any cash advances and cash refunds directly to such Card Member.

9 FORCE MAJEURE

9.1. If a Party's performance of any of its obligations under this Agreement is hindered or delayed by a force majeure event even after such Party having taken reasonable care and such force majeure event was not caused as an action of such (ii) in Party, then such Party will be excused for such non-performance for as long as such force majeure event continues. The Party affected by the force majeure event is to immediately notify the other Party of the occurrence and details of the force majeure event. If the force majeure event continues for a continuous period exceeding one hundred and eighty (180) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the force majeure event continues for a

further one hundred and eighty (180) days, ItzCash shall have the right to terminate this Agreement by giving the other Party a notice of termination in writing.

10 CONFIDENTIALITY

10.1 All information and material provided by ItzCash to the Merchant in connection with, pursuant to or in terms of this Agreement and / or any Services Agreement shall be deemed to be 'confidential information' for the purposes of this Clause. Further, all the information provided by a customer to the Merchant for undertaking the Merchant Services shall be kept confidential and shall be deemed to be confidential information for the purpose of this Clause. The Merchant shall hold all such information and materials in confidence and shall not in any manner whatsoever disclose, duplicate, publish, release, transfer or otherwise make available such confidential information to, or for the use or benefit of, any person or entity without the prior written consent of the Owner. In the event that the Merchant is required to disclose any of such confidential information pursuant to applicable law, it shall intimate the ItzCash, in writing, within twenty four hours of receipt of such requirement, so that ItzCash may take appropriate action to protect the confidential information and shall co-operate with the ItzCash in this regard.

11 TERM

The term of this Agreement shall be continuous from the Date of its acceptance and shall continue unless terminated by the merchant by providing a 30 days written notice by either party hereinafter referred to as "Term".

12 TERMINATION

12.1 The Agreement may be terminated only for the reasons specified herein:

(A) Immediately by ItzCash, without prior notice to the Merchant, in the event of

(i) a breach by the Merchant of the terms of this Agreement; or

(ii) where the Merchant is disentitled to honor a Valid Card; or

(iii) where any of the statements or particulars given by the Merchant are found to be untrue or false or in the event of any fraud or misrepresentation by the Merchant; or

(iv) where a petition of winding up is admitted against the Merchant:

(B) ItzCash Shall be entitled to terminate this Agreement by providing the Merchant with seven (7) days written notice in the event of

(i) ItzCash is of the view that the risks involved in continuing with the Agreement outweigh the benefits; or

(ii) the event of ItzCash receiving any customer complaints. This termination shall take place forthwith on notice of the same being provided to the Merchant.

(C) ItzCash shall be entitled to terminate this Agreement without any further notice to the Merchant, if the Merchant does not agree with any variation or amendment suggested by ItzCash to this Agreement or fails to respond to the same within ten (10) days of

ItzCash in respect of such termination shall be final and binding on the Parties.

13 CONSEQUENCES OF TERMINATION

13.1. Upon termination or expiry of this Agreement: the Merchant shall forthwith, but no later than seven (7) days, present all due Charge Slips (softcopy) to ItzCash which relates to the Card Transactions prior to expiration of the Term or termination of the Agreement and subject to the terms of this Agreement, ItzCash shall make the payments in respect of such due Charge Slips, provided however, where any refund claimed by ItzCash exceeds the amount due to the Merchant, the difference thereof shall be a debt due from the Merchant to ItzCash and be forthwith recoverable by action. Merchant also undertakes to surrender the POS device to ItzCash Branch upon termination of this Agreement.

14 INDEMNITY

14.1. Without prejudice to the other provisions of this Agreement and/or any other rights of the Parties, each Party to this Agreement ("Indemnifying Party") shall indemnify and keep indemnified the other Party ("Indemnified Party") including the Indemnified Party's directors, employees and agents from and against any and all actions, suits, claims, proceedings, costs, damages, judgements, amounts paid in settlement and expenses (including reasonable attorneys fees) (collectively "Loss") relating to or arising out of non-performance, and/or any breach of the representations, warranties, terms, undertakings or covenants under this Agreement by the Indemnifying Party.

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect or speculative or consequential or penal damages, including but not limited to, any loss of use and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.

The Parties herein agree that ItzCash shall not be liable to the Merchant for any remote, indirect or inconsequential damages or losses and shall be only liable to the extent of the fees charged under this Agreement.

15 ARBITRATION / JURISDICTION

In case of any dispute or differences, breach and violation relating to the terms of the Agreement, the same shall be resolved through arbitration, by a sole arbitrator mutually appointed by the Parties under the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof. The award of the arbitrator shall be final and binding on all the Parties. The arbitration proceedings shall be conducted at Mumbai and the proceedings shall be conducted in English language. Subject to the above, the Agreement shall be subject to the exclusive jurisdiction of the courts of Mumbai.

16 MISCELLANEOUS

16.1. The Parties to this Agreement are independent parties and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other party hereto and neither party shall make any representation that suggests otherwise.

16.3 All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.

17 NOTICES

17.1. All notices or communications to be issued under or pursuant to the terms of this Agreement shall be in the English language and shall be issued in either of the following modes:

- i. Hand delivery, with due acknowledgement; or
- ii. Courier, with proof of delivery; or
- iii. Facsimile transmission, e-mail or comparable means of communication to the relevant Parties.

Any notice to be sent to ItzCash will be sent to its head office any notice sent to the Merchant will be sent to the address as specified in ItzCash Records, Any change in the address, telephone number, telecopy number or email id for notification purposes shall be notified to the other Party within 15 (fifteen) of the change.

IN WITNESS WHEREOF, the parties have set their hands hereunto this day and date first herein above written.

Signed and delivered on behalf of **Itz Cash Card Limited (ItzCash)**

By: _____

Title: _____

Date: _____

Signed and delivered on behalf of _____ **(Merchant)**

By: _____

Title: _____

Date: _____

ANNEXURE-1

MCC	MCC Description	Description/Type of Business
0742	Veterinary Services	Veterinary Hospital
4121	Limousines and Taxicabs	Taxi Cab
4215	Courier Services—Air and Ground, Freight Forwarders	Courier Services—Air and Ground, Freight Forwarders
4812	Telecommunication Equipment Including Telephone Sales	Mobile Sales
5021	Office and Commercial Furniture	Office and Commercial Furniture
5039	Construction Materials—not elsewhere classified	Construction Materials
5047	Dental/Laboratory/Medical/Ophthalmic Hospital Equipment and Supplies	Lab Equipment and Supplies
5045	Computers, Computer Peripheral Equipment, Software	Computer store
5065	Electrical Parts and Equipment	Electrical Parts and Equipment
5193	Florists Supplies, Nursery Stock, and Flowers	Florists - Wholesale
5198	Paints, Varnishes, and Supplies	Paint Store
5211	Building Materials, Lumber Stores	Building Materials
5251	Hardware Stores	Hardware store
5411	Grocery Stores, Supermarkets	Supermarket/Department store
5422	Freezer, Locker Meat Provisioners	Meat Store
5441	Candy, Nut, Confectionery Stores	Confectionery Stores
5451	Dairy Products Stores	Ice cream/Milk/Butter
5462	Bakeries	Bakery
5499	Miscellaneous Food Stores—Convenience Stores, Markets, Specialty Stores, and Vending Machines	Rice Mundy, Fruit & Veg store
5511	Automobile and Truck Dealers—Sales, Service, Repairs, Parts, and Leasing	Automobile Dealer - New
5521	Automobile and Truck Dealers—(Used Only)— Sales	Automobile Dealer - Used
5532	Automotive Tire Stores	Tyre store
5533	Automotive Parts, Accessories Stores	Automotive Parts, Accessories Stores
5541	Service Stations (with or without Ancillary Services)	Petrol Bunk
5571	Motorcycle Shops and Dealers	Two wheeler dealers
5611	Men's and Boys' Clothing and Accessories Stores	Only Men Clothing
5621	Women's Ready to Wear Stores	Only Women Clothing
5631	Women's Accessory and Specialty Stores	Women Accessory
5641	Children's and Infants' Wear Stores	Only Children
5651	Family Clothing Stores	Family clothing
5655	Sports Apparel, Riding Apparel Stores	Sports Apparel, Riding Apparel Stores
5661	Shoe Stores	Shoe
5691	Men's and Women's Clothing Stores	Only Men & Women
5699	Accessory and Apparel Stores—Miscellaneous	Accessory and Apparel Stores—Miscellaneous
5712	Equipment, Furniture, and Home Furnishings Stores (except Appliances)	Furniture store
5713	Floor Covering Stores	Floor Covering Stores

5714	Drapery, Upholstery, and Window Coverings Stores	Drapery, Upholstery, and Window Coverings Stores
5719	Miscellaneous House Furnishing Specialty Shops	Miscellaneous House Furnishing Specialty Shops
5722	Household Appliance Stores	Household Appliance Stores
5732	Electronic Sales	Electronic Sales
5733	Music Stores—Musical Instruments, Pianos, Sheet Music	Music Stores—Musical Instruments, Pianos, Sheet Music
5734	Computer Software Stores	Computer Software Stores
5735	Record Shops	sell records, compact discs (CDs), cassettes, music and video laser disks
5811	Caterers	Caterers
5812	Eating Places, Restaurants	Bar & Restaurant
5814	Fast Food Restaurants	Restaurant
5912	Drug Stores, Pharmacies	Pharmacy
5921	Package Stores, Beer, Wine, and Liquor	Package Stores, Beer, Wine, and Liquor
5940	Bicycle Shops—Sales and Service	Bicycle Shops—Sales and Service
5941	Sporting Goods Stores	Sporting Goods Stores
5942	Book Stores	Book Stores
5943	Office, School Supply, and Stationery Stores	Office, School Supply, and Stationery Stores
5944	Clock, Jewelry, Watch, and Silverware Store	Gold Jewellery & Watch Sales
5947	Card, Gift, Novelty, and Souvenir Shops	Card, Gift, Stationery
5948	Leather Goods and Luggage Stores	Leather Goods, Luggage Stores, Bag etc
5949	Fabric, Needlework, Piece Goods, and Sewing Stores	Fabric, Needlework, Piece Goods, and Sewing Stores
5970	Artist Supply Stores, Craft Shops	Artist Supply Stores, Craft Shops
5977	Cosmetic Stores	Cosmetic Stores
5992	Florists	Florists - Retail
5995	Pet Shops—Pet Food and Supplies	Pet Shops—Pet Food and Supplies
6300	Insurance Sales, Underwriting, and Premiums	Insurance Sales, Underwriting, and Premiums
7011	Lodging—Hotels, Motels, Resorts—not elsewhere classified	Boarding &lodging
7211	Laundry Services—Family and Commercial	Laundry Services—Family and Commercial
7216	Dry Cleaners	Dry Cleaners
7221	Photographic Studios	Photographic Studios
7230	Barber and Beauty Shops	Saloon & Spa
7298	Health and Beauty Spas	Gym
7311	Advertising Services	Advertising Services
7538	Automotive Service Shops	Automobile Service centre
7542	Car Washes	Car wash
7622	Electronic Repair Shops	Electronic Repair Shops
7911	Dance Halls, Schools, and Studios	Dance School
8011	Doctors—not elsewhere classified	Doctors
8021	Dentists, Orthodontists	Dentists
8042	Optometrists, Ophthalmologists	Eye Hospital

8043	Opticians, Optical Goods, and Eyeglasses	Optical store
8062	Hospitals	Hospital
8071	Dental and Medical Laboratories	Dental Clinic
8211	Schools, Elementary and Secondary	Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges	Colleges
8299	Schools and Educational Services—not elsewhere classified	Other Educational Institute
7299	Other Services—not elsewhere classified	Personal Service Providers
7399	Business Services—not elsewhere classified	Business Services
4722	Travel Agencies and Tour Operators	Travels
8999	Professional Services—not elsewhere classified	Professional Services and Membership Organizations
8661	Organizations, Religious	Professional Services and Membership Organizations
8398	Organizations, Charitable and Social Service	Professional Services and Membership Organizations
8241	Schools, Correspondence	Professional Services and Membership Organizations
8244	Schools, Business and Secretarial	Professional Services and Membership Organizations
8249	Schools, Trade and Vocational	Professional Services and Membership Organizations
8351	Child Care Services	Professional Services and Membership Organizations
7999	Recreation Services—not elsewhere classified	Amusement and Entertainment
7996	Amusement Parks, Carnivals, Circuses, Fortune Tellers	Amusement and Entertainment
7997	Clubs—Country Clubs, Membership (Athletic, Recreation, Sports), Private Golf Courses	Amusement and Entertainment
4111	Transportation—Suburban and Local Commuter Passenger, including Ferries	Transportation
4814	Telecommunication Services including but not limited to prepaid phone services and recurring phone services	Utilities
4816	Computer Network/Information Services	Utilities
4899	Cable, Satellite, and Other Pay Television and Radio Services	Utilities
4900	Utilities—Electric, Gas, Heating Oil, Sanitary, Water	Utilities
5072	Hardware Equipment and Supplies	Wholesale Distributors and Manufacturers
5074	Plumbing and Heating Equipment	Wholesale Distributors and Manufacturers
5085	Industrial Supplies—not elsewhere classified	Wholesale Distributors and Manufacturers
5094	Precious Stones and Metals, Watches and Jewelry	Wholesale Distributors and Manufacturers
5099	Durable Goods—not elsewhere classified	Wholesale Distributors and Manufacturers
5111	Stationery, Office Supplies, Printing and Writing Paper	Wholesale Distributors and Manufacturers
5199	Nondurable Goods—not elsewhere classified	Wholesale Distributors and Manufacturers
5200	Home Supply Warehouse Stores	Wholesale Distributors and Manufacturers
5231	Glass, Paint, Wallpaper Stores	Retail Stores
5311	Department Stores	Retail Stores
5331	Variety Stores	Retail Stores

5399	Miscellaneous General Merchandise Stores	Retail Stores
5697	Alterations, Mending, Seamstresses, Tailors	Tailors
5945	Game, Toy, and Hobby Shops	Miscellaneous Stores
5971	Art Dealers and Galleries	Miscellaneous Stores
7372	Computer Programming, Data Processing, and Integrated Systems Design Services	Business Services
7392	Consulting, Management, and Public Relations Services	Business Services
7393	Detective Agencies, Protective Agencies, Security Services including Armored Cars, Guard Dogs	Business Services
7531	Automotive Body Repair Shops	Repair Services
7535	Automotive Paint Shops	Repair Services
7631	Clock, Jewelry, and Watch Repair Shops	Repair Services
7641	Furniture—Reupholstery and Repair, Refinishing	Repair Services
7699	Miscellaneous Repair Shops and Related Services	Repair Services
7832	Motion Picture Theaters	Amusement and Entertainment
8031	Osteopathic Physicians	Professional Services and Membership Organizations
8099	Health Practitioners, Medical Services—not elsewhere classified	Professional Services and Membership Organizations
8651	Organizations, Political	Professional Services and Membership Organizations
5946	Camera and Photographic Supply Stores	Miscellaneous Stores
5973	Religious Goods Stores	Miscellaneous Stores

ANNEXURE-2
Merchant Discount Rate (MDR) & Rental

POS Machine Cost: Rs _____ + service tax

Monthly rental : Rs _____ + service tax

MDR as applicable will be levied on the transactions

ANNEXURE-3
Payment Card Industry (PCI) Data Security Standards.

Chapter 2: Guidelines and Best Practices:

Best practices and security guidelines for the prevention of skimming are based on successfully established countermeasures as identified by the merchant community, and known criminal activity as observed and investigated by the payment industry and law enforcement. Guidelines and best practices fall within three major areas.

- **Merchant Physical Location and Security:** Many merchants have realized the benefits of operational and physical security countermeasures that not only provide a consistent brand image and transparent consumer experience, but also have the necessary physical security and operational controls required to support their retail locations and POS environments.
- **Terminals and Terminal Infrastructure Security:** Leveraging PCI SSC standards and approved devices should be considered a core component of any terminal security effort. Merchants should make every effort to leverage and use the controls, standards, and devices already established by PCI SSC for the protection of devices and data at the point of sale. The guidelines and recommended practices we provide in this document complement those standards.
- **Staff and Service Access to Payment Devices:** Employee and staff conduct should be a critical concern to all merchants, specifically in the processing of payment data and services.

Merchant Physical Location and Security:

The merchant's physical location, nature of business, and payment-terminal infrastructure have a significant impact on the likelihood of being targeted by criminal organizations for skimming. Merchants select and operate their business locations based on a wide variety of business conditions and requirements. These include but are not limited to the type of business a merchant has, the brand image they wish to project, the type of customer they seek, the cost to operate a facility, the ability to access and maintain an employee base, the ability to get consumer throughput based on retail location, and security and environmental issues required for the business.

A merchant's physical location, once selected, must rely on physical security and operational controls to maintain a safe and secure environment for its employees, customers, and its line of business. The need to conduct a formal security risk analysis to identify risks—both logical/systems-based risk and physical/operational-based risk—for the business is critical to a merchant's overall operation and success.

Relative to physical location and business type, a merchant's ability to mitigate terminal and terminal infrastructure attacks is based primarily on the extent of the physical security and security operations (monitoring) that can be supported by the business. Information Supplement

Threat-Mitigating Resources

Merchants are encouraged to use every possible resource they have available to mitigate the threat. This would include but not be limited to:

- The use of physical security systems;
- Physical security structure and design techniques for the POS and the retail space in general;
- Operational security processes;
- Terminal checklists and procedures;
- The use of terminal and payment equipment that adheres to PCI SSC standards; and
- The use of security consultants and security services (guard operations).

Physical Protections

Some best practices suggested for terminals and terminal infrastructure relative to site location and business type include the following:

Terminals

- Design payment locations with the additional intent to control customer access to payment technology and the payment location. Designs should include the protection and security of equipment and the respective cables and power sources. Security should extend into the ceiling and below flooring levels of the payment location, when applicable.
- Leverage and use vendor controls for terminal equipment and payment devices to their fullest extent possible.
- Mount and secure the terminal and cables with locking stands, cable trays, and other securing mechanisms.
- Position the PIN entry device so there is no method of actually being capable of recording or viewing any PIN entered by employees or customers.
- Leverage current PCI SSC standards and practices for terminals, terminal infrastructure, and the payment card data they process. Also look to upgrade to newer device standards for increased protection using approved PCI PTS PED, EPP, SCR, and UPT devices.
- For ATMs, refer to the *Information Supplement: ATM Security Guidelines* at https://www.pcisecuritystandards.org/pdfs/PCI_ATM_Security_Guidelines_Info_Supplement.pdf
- Protect access to administration and configuration menus. Leverage PCI SSC standards and practices for password and access controls. Never use default or common passwords.
- Secure all terminals to the physical structure of the payment location when possible. (See "Terminals and Terminal Infrastructure Security" below). Place payment terminals and technology in a manner that offers the greatest level of security (less consumer and employee access), observation, and monitoring when possible.
- Physically secure and alarm all remote or self-service terminal payment environments to the greatest extent possible. Use long-standing retail physical security concepts (facility and site lighting, facility and site access, physical security systems, security operations and checks, etc.) to complement payment locations and support terminal security needs. Focus specifically on unattended terminals and payment locations to prevent skimming attacks.
- Maintain a list of all devices.
- Develop a schedule or routine to inspect devices to look for tampering or substitution. This could be once a day or at the beginning of each shift.

- Have an incident response plan for reporting tampered or substituted devices.
- Train personnel to be aware of suspicious behavior of customers and to report tampering or substitution of devices immediately as outlined in the incident response plan.
- Periodically rotate the individuals performing the device-checking to ensure nothing gets missed and to eliminate collusion.

Terminal Infrastructure

- Secure terminal wiring and communication lines with conduit or within physical structures of the facility when allowed or required by local building codes. Limit exposed terminal cable and wire or non-secure channels for communication infrastructure when possible. The intent should be to make it as difficult to access terminal wiring and cabling as possible, requiring more time on site to tamper or compromise terminal cabling.
- Protect all telephone rooms, panels, routers, drops, and connections that support terminal infrastructure. Use locks and control access to sensitive electrical and telephone closets that support payment infrastructure. Conduct regular checks of this infrastructure as required with management and security staff trained to be on the lookout for compromises.
- Segment and protect card data network from other functions within the merchant environment that may have access to public or other networking environments as outlined in PCI DSS.
- Protect access to wireless infrastructure such as Bluetooth and Wi-Fi and control access to wireless routers, passwords, and SSIDs. Leverage PCI SSC standards and practices for password and access controls.
- Whenever possible, encrypt the cardholder data leaving the terminal.

Cameras, Placement, Access, and Image Storage

- Use appropriate lighting as required to support payment environments and the monitoring capabilities of surveillance cameras. Ensure ATMs are well lighted and meet minimum physical requirements as defined by the appropriate regulatory mandates.
- The surveillance cameras should be sited such that they record the area around the PIN entry device but allow no method of actually recording or viewing any PINs entered.
- Support PCI DSS guidelines for 90-day storage of surveillance images.

Note:

PCI SSC recommends that duty staff do not have direct unencumbered access to surveillance cameras, recording and control equipment, or tapes. Management or security personnel should review recordings on a recurring basis or when required to support an incident.