

MERCHANT TERMS TRUFFLE

1. Truffle Merchant Terms

Please read these terms of service carefully. by accessing the truffle website/app or using truffle services, you agree to be bound by this 1) truffle merchant agreement, the 2) truffle acceptable use policy, if you do not agree with these terms, please do not access the truffle website or use the truffle service. The headings contained in this agreement are for reference purposes only. you should print a copy of this agreement for your records.

These Terms describe a contractual relationship (“Terms”) between you (“you”, “your” or “Merchant”) and Toweringtech Private Limited having its registered office at BB 6 - GROUND FLOOR GREATER KAILASH PART 2 DELHI New Delhi , Delhi (“Truffle”, “we”, “us”, “our”) regarding your (i) use of the Truffle site / application (“Application”); (ii) use of the Truffle Services as described below; and (iii) your access to your Truffle account information and service through the Application (together, the “Truffle Services” / “Services”) concerning services and/or products you rendered to consumers (“User”). Unless otherwise specified these Terms applies to you regardless of where you are residing internationally. Truffle and you shall hereinafter be individually referred to as “Party “and collectively as “Parties“.

You may use and access this Application on the terms and conditions as set out herein and as may be amended from time to time in the manner as set forth herein below. Please read these Terms carefully before using the Application.

When You use the Platform or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

Truffle may unilaterally decide to change these Terms from time to time. If Truffle makes any changes to these Terms that it deems to be material, Truffle will make a reasonable effort to inform you of such changes, but it is your responsibility to review these Terms posted on our Application from time to time to see if it has been changed.

2. Additional Important Terms:

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

3. Restricted Information:

All communications between the Parties and other materials exchanged between the Parties which is either marked “Confidential” or is by its nature intended to be exclusively for the knowledge of the recipient alone, and any information concerning the Intellectual Property in respect of the Deliverables, legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc. the terms of these Terms, the details of the negotiations between the Parties and all connected documents and/or writings;

4. Merchant Account Related Information:

Means an account created with Truffle by you, the Merchant for the purposes of accepting Truffle and using Truffle Services.

5. Truffle Designated Services:

Truffle is aimed at enriching lives of the consumer by making those goods affordable which were deemed unaffordable or heavy on the pocket. Our easy EMI configurations for Buy Now Pay Later(BNPL) and Short Term Personal Loan(STPL) make the buying process Simple and Easy on the pocket. We take less than a minute to enable your EMIs.

Truffle is available at increasing number of your favourite brands and across small stores in India.

Merchants are our Champions as we thrive on a symbiotic relationship with them by providing them access to online client and capabilities through our product set and enabling their offline customers through EMI capabilities.

For the avoidance of any doubt, Truffle itself does not provide products. Truffle neither takes ownership of any of your products nor does it at any point assert any rights or claims over the products offered by you, the Merchant to the User. The provision of the products is by you, the Merchant to the User and Truffle shall not be held liable for any liability arising there from with respect to the Product, between the User and you, the Merchant (if any).

6. Merchant Truffle Account: To become a Merchant using Truffle Services, you must sign the Merchant agreement. By signing a Merchant Agreement and accepting the terms as outlined in these Terms, you attest that you are establishing the Account to enable yourself to provide products and services to Users. By signing a Merchant Agreement and accepting the terms as outlined in these Terms.

7. Use of Truffle Product and Services:

The User shall have the option to choose checkout through Truffle while making a purchase from the Merchant. Between Truffle and the User, wherein the User can use Truffle Service to make the payment for the products or services of the Merchant. Truffle to undertake the collection of the payment from the User for the products or services

Truffle will hold the rights to collect and hold all documents, writings, agreements, cheques, drafts, other instruments received from the Users and records relating to the payments for the products and services. Truffle relies on partners, third party systems, and institutions for the payments from the User.

Truffle's obligation to you is unconditional and is not contingent upon the User complying with his/her obligations to Truffle under the User Agreement. Truffle or its representatives may send notifications through post, emails, SMS, phone calls, automated phone calls to the User any time before and after the due payments date regarding the details of the payment due.

Truffle may partner with one or more entities like banks, financial institutions etc to enabling the service. These partners will act likewise with applicable laws with respect to any service provided by them. Truffle shall maintain necessary records in respect of the transactions entered into by the end User with the Merchants and the end User agrees to share of such records with the financial partners, as required, which records shall be sufficient proof of the transaction between the Merchant, the User and Truffle.

8. Suspension and Revoke of Merchant Account:

Truffle may cascade suspension by imposing any additional applied terms and conditions on you.

9. Refund Policy: Truffle recommends that you have a proclaimed refund policy. You agree that you will not impose a different return policy for Users.

10. Dispositioning between you and the provider banks:

All valid credit / debit/ and other payment mediums are processed using a payment gateway or an appropriate payment infrastructure and the same will also be governed by the terms and conditions agreed to between you and the respective provider bank and payment instrument provider company.

All online bank transfers from valid bank accounts are processed using the gateway provided by the respective provider bank which supports payment facility to provide these services to you. All such online bank transfers on payment facility are also governed by the terms and conditions agreed to between you and the respective provider banks.

11. Truffle Settlement Terms and Conditions:

Settlement Times: Funds from Truffle normally settle into your bank account one to two working days after the product is shipped or the service is provided. The exact settlement time will depend on explicit agreements and approval decisions made by Truffle Team. In some cases, Truffle may implement a settlement time longer than this initial range. You will be notified of any proposed settlement changes one business days before these changes are implemented. In some cases, due to fraud or risk concerns, Truffle may implement a longer settlement time. You will be notified of any proposed settlement changes one working day before these changes are implemented.

12. REPRESENTATIONS AND WARRANTIES OF PARTIES:

Each of the Parties hereby represents and warrants in relation to itself that:

12.1. It is duly incorporated and validly exists under the laws of its jurisdiction.

12.2. It has the legal capacity and the full power and authority to execute and deliver this Agreement, and enter into and engage in the transactions contemplated by this Agreement.

12.3. Neither the execution of this Agreement nor the performance by it of any of its obligations hereunder will conflict with or result in a breach of any provisions of any law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to it or cause any limitation placed on it or result in the creation of or oblige it to create any security or a lien.

12.4. Impair the proper operation of the network and/or interfere with or disrupt the integrity or performance of the Application or Service;

12.5. Reverse engineer or access the Service or Application in order to design or build a competitive product or service, design or build a product or service using similar ideas, features, functions or graphics of the Application / Service or copy any ideas, features, functions or graphics of the Website;

12.6. Try to harm the Service or Application in any way whatsoever; or

12.7. Copy or distribute the Service or Application or other Truffle content without written permission from Truffle.

12.8. You hereby confirm that you are eligible under Applicable Law to contract with Truffle and User.

12.9. You consent to conduct transactions, accept the terms and conditions of these Terms and the Privacy Policy as displayed on the Application.

12.10. You are solely responsible for any breach of your obligations under these Terms (including financial obligations) and for the consequences (including any loss or damage which Truffle may suffer) of any such breach.

13. Disputes with Users:

13.1. Disputed Transactions: Truffle provides communication tools within the User Account and merchant that interfaces to improve the dispute resolution process. To aid with the dispute process, we also allow Merchants to refund transactions directly within the dispute management system and elsewhere within the Merchant Account interface.

13.2. In order to aid with disputes between Merchants and Users, Truffle reserves the right to ensure withholding or reversing of pay- outs to Merchants if it is deemed that the Merchant has failed to provide the value promised to the User in connection with the Dispute in question. In the event of a dispute, Truffle will notify the Merchant to allow them to provide evidence supporting their decisions in a dispute. A Merchant is required to provide a trackable shipment code to both Truffle and the User in order to provide proof of fulfilling the order to the User.

13.3. Dispute Response Timeframe: A Merchant is required to respond with a relevant response to a dispute with any applicable evidence within 2 (two) business days of receipt of notice of the dispute. If the Merchant fails to respond with a relevant response to the dispute within the required response time, the Merchant will lose the dispute. Users are required to respond to additional information requests with a relevant response within 2 (two) business days to keep a dispute active.

13.4. Excessive Disputes: Truffle, at its sole discretion, will determine if a Merchant is experiencing an excessive dispute volume. If a Merchant experiences excessive dispute volumes, Truffle reserves the right to delay or change a Merchant's pay- out schedule, even if that pay- out schedule was part of an agreed upon contract with Truffle.

14. Marketing & Advertising Policies

14.1. Use of your Name, Brand mark, Social and public assets: After signing up with Truffle, you are agreeing to let Truffle use your company name, brand mark, social and public assets in Truffle marketing materials and communications.

14.2. Privacy of Others; Marketing: You may not disclose or distribute a User's information to a third party or use the information for marketing purposes unless you receive the User's express consent to do so. If you receive information about a User through Truffle Services, you must keep the information confidential and only use it in connection with Truffle Services. You may not send unsolicited email to a User or use Truffle Services to collect payments for sending, or assisting in sending, unsolicited email to third parties.

15.3. Password Security: You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access Truffle Services.

16. Merchant Identification:

16.1. Identity Authentication: You authorize Truffle, directly or through third parties, to make any inquiries we consider necessary to validate your identity. Truffle reserves the right to close, suspend, or limit access to your

Merchant Account and/or Services in the event we are unable to obtain or verify this information. We may also ask to see your driver's license or other identifying documents at any time. This may include asking you for further information, requiring you to provide your date of birth, PAN, entity incorporation documents and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

24. Activities Restricted Throughout Truffle Services

24.1. Restricted Activities: In connection with your use of our Application, your Merchant Account, Services, or in the course of your interactions with Truffle, Users, or third parties, you will not engage in improper behaviours such as:

24.1.1. Truffle may close, suspend services without any prior intimation.

24.1.2. Truffle may contact Users you have interacted with, contact your bank, and/or warn other Users, law enforcement, or impacted third parties of your actions;

24.1.3. For any false, inaccurate or misleading information provided by you, we shall have the right to update such Information provided by you;

24.1.4. We may refuse to provide Truffle Services to you in the future;

25. Limitations of Liability:

All content and services provided on the website are provided on an "as is" and "as available" basis. Truffle expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. Truffle makes no warranty, and expressly disclaims any obligation, that: (a) the content will be up-to-date, complete, comprehensive, accurate or applicable to my circumstances; (b) the website will meet my requirements or will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the website or any services offered through the site will be accurate or reliable; or (d) the quality of any products, services, information, or other material obtained by me through the site will meet my expectations.

19. Service Interruption & Technical Glitch: The Merchant shall ensure that the said request contains accurate and complete details of the issue faced by the Merchant in relation to the Services. In the event the Merchant faces any issue in relation to the Services, the Merchant shall raise a request for resolution of such issue. Truffle shall take all necessary steps to rectify and redress any issues that the Merchant raises with reference to the Services to ensure the smooth and uninterrupted performance of Services.

20. Termination Policy and Leaving Terms and Conditions:

20.1. Merchant may terminate your relationship with us by closing Merchant Accounts.

20.2. Termination by Truffle: Truffle may at its discretion and at any time with or without notice, terminate or suspend the terms, with or without cause if:

20.2.1. You breach any of the provisions of these Terms or Policies;

20.2.2. Truffle is required to do so in accordance with law; or

20.2.3. Truffle has elected to discontinue, with or without reason, access to the Application and/ or the Services (or any part thereof) either in general or specifically to you.

20.2.4. Upon termination, Truffle shall not be liable to you or any third party for any such termination.

21. Outcome of Termination:

21.1. Once your Merchant Account has been terminated, any and all content will be irretrievably deleted by us, except to the extent that we are obliged to maintain or permitted to retain in accordance with law.

21.2. The licences granted to you in terms of these Terms shall stand terminated effective immediately.

21.3. Truffle, in its sole discretion, may initiate appropriate legal proceedings against you, if necessary.

21.4. Termination shall not affect the liability or obligations of the Parties arising prior to such termination and any and all amounts and charges payable pursuant to access or use of the Application and/or Services shall become immediately due and payable.

22. Disputes & Resolution Policy:

22.1. If a dispute, difference, controversy or claim ("Dispute") arises between you and Truffle, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly.

23. Intellectual Property:

"Intellectual property" is a general term that includes creative creations of the mind. Designs, symbols, literary and artistic works, and images used in commerce all fall under intellectual property. You acknowledge and agree that Truffle owns all legal rights, titles and interests in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights are registered or not, and wherever in the world those rights exist).

24. Confidentiality:

24.1. All information given by one Party (hereinafter referred to as the "Disclosing Party") to the other (hereinafter referred to as "Recipient Party"), pursuant to this Agreement, either in tangible or intangible form, shall be deemed to be (hereinafter referred to as "**Confidential Information**") for the purpose of this Agreement.

24.2. The Parties agree that the Confidential Information which has been or will be disclosed by or on behalf of the other Party will be received by the Recipient Party in confidence and will be used only for performance under and in accordance with this Agreement.

24.3. Each Party acknowledges and agrees that all Confidential Information constitutes valuable, special and unique assets of the business of the Disclosing Party. Accordingly, the Parties agree that, in the event of any breach of this Clause, in addition to any other remedies at law or in equity, the Parties shall be entitled to equitable relief, including injunctive relief and specific performance.

24.4. The confidentiality obligations of the Parties shall not apply to the following exceptions:

24.4.1. Any information which, either Party can demonstrate to the reasonable satisfaction of the Disclosing Party, as already available in the public domain.

24.4.2. Any information which, either Party can demonstrate to the reasonable satisfaction of the Disclosing Party, that such information is already available with them from a third party without any corresponding confidentiality obligations;

24.4.3. Any disclosure which may reasonably be required for the compliance of statutory obligations or for the purposes of legal proceedings.

24.4.4. Upon termination of this Agreement, each Party shall return to the other Party all Confidential Information (without retaining copies thereof) provided for the purpose of this Agreement.

25. TERM OF THE AGREEMENT:

25.1. Either party may terminate this Agreement by providing an advance written notice of 30 (thirty) days to the other Party;

25.2. Notwithstanding anything contained in this Agreement, either Party shall have the right to terminate this Agreement forthwith upon the occurrence of any Event of Default by the other Party.

25.3. This Agreement shall be valid and subsisting from the date hereof for an initial period of 1 (one) year unless terminated earlier in accordance with the terms herein ("**Term**"). Except as otherwise stated herein, the term of this Agreement shall be renewed for additional period on such terms and conditions as may be mutually agreed.

26. Severability:

If any term, condition, provision, covenant or clause, etc., of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

27. Assignment:

Both Parties acknowledge and agree that either Party shall not assign this Agreement or any of the rights, duties or obligations herein without the prior written approval of the other Party.

28. Waiver:

The failure, with or without intent, of any Party hereto to insist upon the performance by the other Party, of any term or stipulation of this Agreement, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof.

29. Counterparts:

This Agreement shall be executed in two counterparts one each to be retained by the respective Parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.

30. Force Majeure:

Neither Party will be liable for any delay or failure in performing its obligations hereunder that is due to an act of God, act of governmental body or military authority, fire, explosion, flood, epidemic, pandemic, riot or civil disturbance, war, act of terrorism, sabotage, accidents, insurrections, blockades, embargoes, storms or similar event beyond the reasonable control of the non-performing Party (each, a "Force Majeure Event").

