

Terms of Service for Merchants

Applicable to Merchants onboarded by Omniware Technologies Pvt. Ltd. (here after “Omniware”) in compliance with the Reserve Bank of India (RBI) Guidelines on Payment Aggregators and Payment Gateways, March 2020 as amended from time to time.

These Terms of Service (“Terms”) govern the relationship between you (“Merchant”) and Omniware (“we”, “our”, or “us”) for the provision of payment aggregation and gateway services in India. By onboarding with us and availing our services, you agree to abide by these Terms, the RBI directions, and all applicable laws.

Definitions

- **Payment Aggregator (PA):** An entity authorized by RBI to facilitate merchants in accepting payments from customers through various payment instruments.
- **Merchant:** A business entity or individual onboarded by “Omniware” for accepting payments.
- **Customer:** The end-user making payments to the Merchant.
- **Nodal Account:** The account maintained by Omniware with a scheduled commercial bank as mandated by RBI for routing customer funds.

Merchant Onboarding & KYC

1. Merchant shall provide all documents and information as required under RBI’s Know Your Customer (KYC), Anti-Money Laundering (AML), and Combating Financing of Terrorism (CFT) guidelines.
2. Onboarding is subject to due diligence, verification, and approval by Omniware.
3. Omniware reserves the right to decline onboarding or terminate services if documents are incomplete, forged, or do not comply with regulatory requirements.

Use of Services

1. Merchant may use the Omniware platform solely to collect payments from Customers in India.
2. Merchant shall not use the service for prohibited or restricted goods/services, including but not limited to:
 - Gambling, betting, lottery, sweepstakes, and games of chance.
 - Adult content, escort services, pornography, or obscene material.
 - Narcotics, drugs, psychotropic substances, or controlled chemicals.
 - Firearms, weapons, explosives, fireworks, and ammunition.
 - Counterfeit goods, pirated software, or intellectual property infringements.
 - Multi-level marketing (MLM), Ponzi schemes, pyramid sales, or money circulation schemes.
 - Tobacco products, e-cigarettes, and vaping devices (as restricted under Indian law).
 - Cryptocurrency trading, virtual currencies, or unregulated digital assets.
 - Medicines, medical devices, or health products sold without necessary licenses/approvals.
 - Transactions that violate the Foreign Exchange Management Act (FEMA).
 - Activities prohibited under the Information Technology Act, Consumer Protection Act, or other applicable laws.
 - Any other goods/services prohibited or restricted by RBI, SEBI, or any other competent authority.
3. Merchant shall ensure its website/app/platform complies with data privacy, consumer protection, IT Act, and RBI cyber-security guidelines.

Settlement of Funds

1. All customer payments shall be credited into the Omniware's RBI-mandated **Nodal Account**.
2. Net settlement (after deduction of fees, charges, and taxes) shall be credited to the Merchant's designated bank account within **T+1 or T+2 working days** as permitted under RBI guidelines.
3. Omniware shall not provide any credit facility to the Merchant from customer funds.

Fees & Charges

1. Merchant shall pay service fees/charges (e.g., MDR, convenience fees) as mutually agreed.
2. Fees shall be deducted at source from the settlement.
3. Applicable taxes (GST or otherwise) shall be levied as per law.

Merchant Responsibilities

1. Maintain accurate product/service descriptions and pricing.
2. Ensure secure handling of customer data in compliance with RBI and IT Act.
3. Provide prompt customer support, refunds, and grievance redressal as per RBI guidelines.
4. Not levy excessive surcharges on customers beyond regulatory allowance.
5. Remain solely responsible for delivery/fulfillment of goods/services.

Data Protection & Security

1. Omniware shall ensure compliance with **PCI-DSS standards** and RBI cyber-security directions.
2. Merchant shall not store sensitive customer payment data such as card numbers, CVV, PINs.
3. Both parties shall implement reasonable measures to prevent unauthorized access, fraud, or data breaches.

Chargebacks & Disputes

1. Customer disputes and chargebacks raised via issuing banks shall be handled in accordance with card network rules and RBI guidelines.
2. Merchant shall be liable for any chargebacks arising from fraud, non-delivery, defective goods/services, or regulatory violations.
3. Omniware reserves the right to withhold settlements to cover anticipated chargebacks.

Compliance & Reporting

1. Merchant shall comply with all applicable laws, including but not limited to the **RBI PA/PG Guidelines, FEMA, PMLA, IT Act, Consumer Protection Act**.
2. Omniware may report suspicious transactions to the **Financial Intelligence Unit (FIU-IND)** as required by law.
3. Merchant shall maintain records of transactions for a minimum of **5 years** or as otherwise required by law.

Termination & Suspension

1. Omniware may suspend or terminate services with immediate effect if:
 - Merchant is engaged in fraudulent, illegal, or prohibited activities.
 - Merchant breaches these Terms or regulatory obligations.
 - Directed by RBI, law enforcement, or any competent authority.
2. Merchant may terminate services by giving **30 days' prior written notice**.

Limitation of Liability

1. Omniware shall not be liable for indirect, incidental, or consequential damages.
2. Liability is limited to the amount of service fees paid by Merchant in the preceding **3 months**.
3. Omniware shall not be liable for downtime, technical failures, or force majeure events.

Grievance Redressal

1. Omniware shall designate a **Grievance Redressal Officer** in line with RBI guidelines.
2. Merchant may escalate unresolved issues to the **Nodal Officer** or the **Ombudsman for Digital Transactions (RBI)**.

Governing Law & Jurisdiction

These Terms shall be governed by the laws of India. Courts at **Bangalore, Karnataka** shall have exclusive jurisdiction.

Amendments

Omniware may amend these Terms to comply with RBI directions or internal policy changes. Updated Terms shall be notified to the Merchant, and continued usage of services constitutes acceptance.

Omniware Technologies Private Limited

(Authorized as Payment Aggregator under RBI guidelines)