

## Omni Collect Services Schedule

### 1. Relationship Documents

- 1.1 This Services Schedule is a schedule to and incorporates the terms of the Master Services Agreement.
- 1.2 This Services Schedule sets out the specific terms that apply to Omni Collect Services.
- 1.3 Capitalised terms used but not defined in this Services Schedule are as defined in the Master Services Agreement

### 2. Omni Collect

Omni Collect is a solution that allows Customers to provide multiple payment options to their Payors and gives Customers a comprehensive view of their collections across different channels including bank transfers, card payments, e-wallet, Buy Now Pay Later and EMI, etc. A single API connectivity with the Bank supports both in-store and online purchases across multiple service providers and payments are consolidated into one centralised account.

In order to avail the Omni Collect services the Customer will also be required to execute a bilateral agreement with the Service Provider or the Business Solution Provider respectively detailing its scope of its services.

### 3. Definitions

**'Service Provider'** means a third party who offers inter alia internet payment gateway solutions to various business/ organisations, for receiving payment for goods and/or services from each Payor.

**'Business Solution Provider'**

The Bank's partner specialized in providing WhatsApp messaging services and related technology solutions.

**'Service Fee'** shall mean the fee charged by Service Provider for providing its services. The Service Fee shall be inclusive of transaction processing charges, bank cost, technology fee and the fee for various value added services provided by Service Provider.

**'Software Application'** shall mean the software application which hosts the payment gateway solution developed by the Service Provider.

**'Customer Site'** shall mean the active website bearing the domain name and/or the mobile application, the contents of which are controlled, operated and owned by the Customer and established for the purposes of enabling the Payor to view products and carry out Transactions for purchase of products, offered on the website or mobile application through which the Payor can make payments for products purchased from the Customer.

Omni Collect Portal means that part of the Omni Collect portal within HSBCnet that relates to the Customer, through which the Omni Collect Service transaction records of the Customer can be viewed and/or other tasks or actions in connection with the Omni Collect Service with respect to the Customer can be performed.

**'Transaction'** shall mean every payment request/order placed by the Payor on the Customer Site for purchasing products / availing services from the Customer.

### 4. General Terms

#### Role of the Bank

Bank's responsibility in relation to the Omni Collect Service is:

- a. to integrate the Software Application with the Customer Site using the Bank's API;
- b. transmit the Transaction information to the Service Provider, after receiving it from the Customer Site;and
- c. provide daily consolidated reports to the Customer basis the Transaction information shared by Service Provider.

#### Connectivity and integrity of Hotlink

- a. The Parties shall work together to link the Software Application with the Customer Site, for the purpose of connecting the Customer Site with the Omni Collect Service. The Parties agrees to be responsible at its own costs and for providing and maintaining all necessary equipment, software and facilities at its end so as to connect the Customer Site to the Software Application. Each Party shall cooperate with the other Party and render assistance to it for connecting the respective software systems of the Parties.
- b. The Customer shall take all such precautions and measures as may be directed by Service Provider and the Bank to ensure that there is no breach of security and the integrity of the link between the Customer Site and

the Omni Collect service ('Hotlink') is maintained. The Customer shall ensure that all Payors upon accessing the Hotlink are properly directed to the Omni Collect service. The Customer shall ensure that there are proper encryption and robust security measures to prevent any hacking into the information of the Payors and other data. In addition to the above, the Customer shall also comply with security practices and procedures as prescribed in the Information Technology Act, 2000 and the rules made thereunder and/or the RBI rules and Regulations.

- c. Without prejudice to the generality of the aforesaid, Customer shall routinely and at such time intervals as may be specified by the Bank check the integrity of the Hotlink.

## 5. Customer Representations and Warranties

The Customer represents and warrants that:

- a. Its entry into and performance of and the Transactions contemplated hereunder do not conflict with any Law, its constitutional documents and any judgment, order, authorisation, agreement, instrument or obligation binding upon it or any of its assets;
- b. All license, approval, consent or authorizations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in these Terms, for it to carry out its business and participate in the Omni Collect service or to tie up with Business Solution Provider (if applicable) have been obtained and effected and are in full force and effect;
- c. Each Transaction contemplated hereunder and any information, request and instruction issued by it to the Bank under the Omni Collect service are actions on its own behalf (and not on behalf of any other person) and are duly authorised;
- d. The Customer is engaged in a lawful business that includes the sale of goods and/or services, and duly licenses to conduct such business under laws of all jurisdictions in which the Customer conducts business; and
- e. All goods and/or services, for which the Customer receives the payments hereunder are not goods and/or services prohibited by law and good morals or that would expose the Bank's image to any risk.

## 6. Covenants

The Customer makes the following covenants:

- a. In the event any Payor complains or is dissatisfied with any product/ service, the Customer shall take such measures as may be required to resolve the same at its sole cost and expenses. The Bank shall have no obligations in this regard;
- b. The Customer shall be responsible to resolve all Cardholder/Payor account holder disputes and provide whatever assistance necessary to assist the Service Provider and other parties to deal with all cardholder/Payor Account holder disputes at its own cost. The Bank shall have no obligations in this regard;
- c. The Customer shall maintain and run the Customer Site as a part of its business and shall ensure that the Customer Site does not contain libelous, defamatory, obscene, pornographic or profane material or any instructions that may cause harm to the Bank and/or any other third party;
- d. The Customer consents and shall obtain all necessary authorisation and consents required from time to time to permit:
- e. The Bank to transfer, disclose, use, process and/or store all Transaction data/information related to the Customer and/or the Payor in connection with the provision of the Omni Collect service (including, but not limited to, the Bank's transfer and disclosure of such data to a member of the HSBC group, the Service Provider or any other recipient (who may also process, transfer and disclose such data in connection with the provision of Services under this T&C's), wherever such HSBC group member, the Service Provider or recipient may be located; and
- f. The Service Provider to transfer, disclose all Transaction data/ information relating to Transaction made by the Payor to the Bank.
- g. The Omni Collect service is provided by the Service Provider; Business Solution Provider respectively and its availability is thus dependent on uninterrupted services by the Service Provider and BSP and the Bank shall not be involved in any dispute between the Customer, Service Provider or Business Solution Provider, if applicable) for non-availability of Internet Payment Gateway or for any other reason system related issue.
- h. The Customer shall ensure to keep confidential, all information submitted by the Payor on the Customer Site. The Payor shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to interests of the Payor. The Customer shall use the Payor data only for the purpose of completing the Transaction for which it was furnished and shall not sell or otherwise furnish such information to any third party. The Customer shall ensure that necessary consent from each Payor are in place for sharing, processing and transfer of their information with the Service Provider and the Bank. The Customer shall be liable to comply with existing data privacy regulations from time to time.

## 7. Use of Intellectual Property Rights

- a. The Customer hereby grants to the Bank a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Customer solely in connection with the marketing of the Services to the public. The Customer hereby confirms that it has the requisite right to use the said marks and logos and to grant permission to use the same by the Bank as stated above. The Merchant shall retain all intellectual property rights in such marks.
- b. The Customer shall prominently display, on the Customer Site and in other online marketing materials if so requested, a statement/logo/image provided and approved by the Service Provider and the Bank relating to the Omni Collect services.
- c. Nothing contained herein shall authorise the Customer to use, display and reproduce the trademarks, service marks and logos or in any manner exploit the intellectual property rights of the Bank without prior written consent of the Bank and the usage shall be in compliance with such prior written approval and policies as may be notified from time to time by the respective entities.

## 8. Indemnity

Notwithstanding what is contained herein, the Customer hereby undertakes and agrees to indemnify, defend and hold harmless the Bank including their officers and directors from and against all claims penalties, costs damages, losses and/or expenses incurred or arising as a result of:

- a. breach or non-performance by the Customer of any of its obligations under these Terms ;
- b. breach of confidentiality and intellectual property rights obligations by the Customer;
- c. any hacking or lapse in security of the Customer Site or the Transaction data;

## 9. Omni Collect Portal

- i. The Omni Collect Portal can only be accessed via HSBCnet. Where the Customer is not the Profile Owner of HSBCnet, the Customer acknowledges and agrees that:
  - a. the Customer must provide or have provided to the Profile Bank an E-Channels Letter of Authority;
  - b. without prejudice to the E-Channels Letter of Authority, the Profile Owner is responsible for setting the entitlements and limits against the Omni Collect Portal added to its HSBCnet profile;
  - c. whenever the Customer instructs the Bank to provide the Profile Owner with access to the Omni Collect Portal on behalf of the Customer, the Customer must promptly notify the Profile Owner of such instruction details; and
  - d. for the avoidance of doubt, the term defined as an Account Holder in the E-Channels Letter of Authority shall mean the Customer for the purposes of these Terms and Conditions.
- ii. The Customer understands and acknowledges that:
  - a. certain information made available on Omni Collect Portal is updated by the Bank periodically and therefore, at any point in time, may not reflect the latest information on the Bank's records at such time; and
  - b. certain information made available on Omni Collect Portal is provided by the Service Provider involved in the provision of the Omni Collect Service. The Bank is not responsible for the integrity, accuracy, authenticity and timeliness of such information.

The Bank may impose fees and charges for the use of Omni Collect Portal. The Customer will be notified of the fees and charges at the time of its application for Omni Collect Portal. The Bank is authorised to debit any such fees and charges from the charge account designated by the Customer from time to time. The Bank may change the fees and charges by giving the Customer 30 days prior written notice.