Terms & Conditions – Merchant / Website

FACILE CREDIT SOLUTIONS PRIVATE LIMITED (FacilePG) | CIN: U67100DL2021PTC375468

This document is a computer-generated electronic record published in terms of Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 read with the Information Technology Act, 2000 (each as amended), and does not require any physical or digital signature. These Terms apply to your use of www.facilepg.com, any linked pages, APIs, features, content or application services (the “Website”) owned and operated by FACILE CREDIT SOLUTIONS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at Unit No. 306, 3rd Floor, R.G Trade Tower, Netaji Subhash Place, Pitampura, Delhi - 110034 (“FacilePG”, “We”, “Us”, “Our”). By accessing the Website or using our services, You unconditionally agree to be bound by these Terms and the Privacy Policy.

1. Definitions

- **Applicable Law** means all applicable central, state and local laws, statutes, regulations, orders or directives, including RBI guidelines, as amended from time to time.
- **Merchant** means a legal entity that enters into a Merchant Agreement with FacilePG to avail payment aggregation (collection and/or settlement) services.
- **End Consumer** means a customer who makes a payment to a Merchant for goods or services.
- **Payment Aggregation Services / Services** means the online payment collection, processing, and settlement (payout) services provided by FacilePG as a Payment Aggregator – Online (PA-O).
- **Settlement** means the transfer of collected funds to the Merchant’s designated bank account, net of applicable fees, in accordance with the settlement cycle and Applicable Law.
- **RBI** means the Reserve Bank of India.

2. Scope of Services

FacilePG provides Payment Aggregator – Online (PA-O) services that enable Merchants to (a) collect payments from End Consumers through supported instruments (including cards, UPI/QR, net-banking and other permitted modes), and (b) receive settlement of collected funds (payouts) to their designated bank accounts. FacilePG operates its platform in line with the RBI Payment Aggregator (PA-O) Guidelines, the RBI Master Direction on Payment Aggregators and Payment Gateways, PCI DSS, and CERT-In directions. FacilePG does not issue prepaid payment instruments, wallets, gift cards or any prepaid product, and does not offer any consumer mobile-wallet application.

3. Merchant Onboarding & KYC

Access to the Services is subject to successful onboarding and completion of Know-Your-Customer (KYC), merchant due-diligence and risk assessment as required under Applicable Law. The Merchant shall provide true, accurate, current and complete information and documentation, and shall promptly update FacilePG of any change. FacilePG reserves the right to accept or reject any application, or to suspend or discontinue Services, where information is found to be incorrect, incomplete or in breach of Applicable Law or these Terms.

4. Merchant Obligations

- Use the Services only for lawful business activities and not for any prohibited or restricted business as notified by FacilePG, the card networks, or RBI.
- Maintain the security and confidentiality of API keys, credentials and dashboard access, and be responsible for all activity under the Merchant account.
- Display accurate pricing, refund/return, privacy and contact policies to End Consumers, and honour valid refund and cancellation requests.

- Not store, on its systems, any prohibited card data in breach of PCI DSS.
- Provide information and cooperation reasonably required for dispute, chargeback, audit or regulatory purposes.

5. Settlement of Funds

Collected funds are maintained in an escrow / nodal arrangement with a scheduled commercial bank in accordance with the PA Guidelines, and are settled to the Merchant's designated bank account as per the agreed settlement cycle, net of applicable fees, taxes, refunds, chargebacks and any amounts required to be withheld under Applicable Law. FacilePG does not use Merchant funds for its own purposes and does not pay interest on amounts held pending settlement.

6. Fees & Charges

The Merchant shall pay the fees, commissions and charges set out in the Merchant Agreement or as otherwise communicated. FacilePG may revise fees with prior notice. All fees are exclusive of applicable taxes, which shall be borne by the Merchant.

7. Refunds & Chargebacks

Refunds shall be processed to the original payment instrument in accordance with Applicable Law and network rules. The Merchant is responsible for chargebacks, disputes and fraud-related liabilities arising from transactions, and authorises FacilePG to debit or set off such amounts (including from settlement proceeds) as permitted under the Merchant Agreement and Applicable Law.

8. Prohibited Activities

The Merchant shall not use the Services in connection with any activity that is illegal, fraudulent, or prohibited by RBI, the card networks, or Applicable Law, including sale of prohibited goods/services, money laundering, or any activity that may bring the Services or FacilePG into disrepute.

9. Data Security & Compliance

FacilePG maintains information-security controls aligned with PCI DSS and reports cyber incidents in accordance with CERT-In directions. Each party shall comply with Applicable Law relating to data protection and payment systems. Personal data is processed in accordance with the Privacy Policy published on the Website.

10. Limitation of Liability & Indemnity

To the maximum extent permitted by Applicable Law, FacilePG shall not be liable for indirect, incidental, special or consequential losses. The Merchant shall indemnify and hold FacilePG harmless against claims, losses and liabilities arising from the Merchant's breach of these Terms, breach of Applicable Law, or the Merchant's products/services.

11. Term, Termination & Governing Law

These Terms remain in effect while the Merchant uses the Services and may be terminated in accordance with the Merchant Agreement or Applicable Law. These Terms are governed by the laws of India and subject to the exclusive jurisdiction of the courts at Delhi. Grievances may be raised in accordance with the Grievance Redressal Policy published on the Website.

12. Amendments & Contact

FacilePG may amend these Terms from time to time; continued use of the Services constitutes acceptance of the amended Terms. For any query, please contact FACILE CREDIT SOLUTIONS PRIVATE LIMITED, Unit No. 306, 3rd Floor, R.G Trade Tower, Netaji Subhash Place, Pitampura, Delhi - 110034. Email: info@facilepg.com **|**

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This document is provided for the FacilePG website and is subject to final review and approval by the Company and its legal counsel before publication.