

MEMORANDUM OF UNDERSTANDING (MOU)

THIS AGREEMENT/ MOU made on _____ (date) between

The Municipal Corporation, the Appropriate Authority and the Nagarpalika shown In Schedule - I (herein after referred to as "Agencies") of this memorandum of understanding (MOU) are under the administrative jurisdiction of Urban Development and Urban Housing Department of Government of Gujarat (hereinafter referred to as "UDD"), which term shall, unless repugnant to the context or meaning thereof, mean and include its permitted assigns, through its authorized signatory Secretary (Housing) of UDD (hereinafter referred to as "Secretary"), is authorized to sign and execute this document on behalf of Authorities. FIRST PART.

AND

State Bank of India, a statutory corporation constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road Nariman Point, Mumbai 400 021 which through its New Businesses Department at Corporate Office at Madame Cama Road, Nariman Point, Mumbai 400 021 is in business of offering Payment Aggregation services under the name "SBlePay" (herein after referred to as "SBlePay") which term shall, unless repugnant to the context or meaning thereof, mean and include its permitted assigns, of the SECOND PART.

The Agencies and SBlePay shall hereinafter be collectively referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. The Agencies are providing facility for online collection of different fees/ charges from the Beneficiaries/ Applicant/ Citizens/ Taxpayers.
- B. SBlePay is in the business of providing Payment Gateway Aggregation services including debit/credit card payment, internet banking, mobile banking, etc.
- C. The Agencies and SBlePay are desirous of entering into an arrangement whereby the Beneficiaries/ Applicant/ Citizens/ Taxpayers will be provided with a facility of making their payments to the agencies through the Investor Facilitation Portal of Industrial Extension Bureau (herein after referred to as "iNDEXTb") websites. The

Beneficiaries/ Applicant/ Citizens/ Taxpayers visiting (iNDEXTb) website will be provided with one or more of the following facilities:

- a. Payment Gateway Facility for Maestro, Master Card, VISA, RuPay cards - both Debit Cards and Credit Cards of all major Banks and other Cards like AMEX , Diners etc. when available,
 - b. Internet Banking of State Bank of India and other Banks,
 - c. Mobile Banking/ IMPS,
 - d. IVRS enabled payments
- D. The Parties hereto have agreed that their respective rights and obligations with regard to their relationship between them inter se will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement/ MoU.

IT IS NOW AGREED by and between the parties hereto as under:-

1. For the purpose of this Agreement MoU, the following words and phrases shall have the meaning assigned to them under this Article.
 - I. "Beneficiaries/ Applicant/ Citizens/ Taxpayers" shall mean the persons who, from time to time, may make payments to the agencies by using a valid Credit Card/Debit Card/Pre-paid Card/Mobile Banking (IMPS)/Net Banking account and makes payment for the same using SBlePay's platform of Investor Facilitation Portal of Industrial Extension Bureau (herein after referred to as "iNDEXTb") websites.
 - II. "Agencies" shall mean and include the Municipal Corporation, the Appropriate Authority and the Nagarpalika shown In Schedule – I, facilitating online payment of services through their website/ portal.
 - III. "Website" shall mean Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website displaying the particulars for the payment of fees.
 - IV. "Applicable Law" shall mean any statute, regulations, notification, circular, order, ordinance, requirement, direction, guideline, announcement or other binding action or requirement of an authority, which has the force of law in India.
 - V. "RBI Directions" shall mean any instructions guidelines issued by Reserve Bank of India from time to time under Payment and Settlement Systems Act, 2007 and or any other statutes and more particularly as per instructions containing in Circular bearing No. DPSS.CO.PD.No.1102/02.14.08/2009-10 dated November

24, 2009 and any other instructions amendments issued by RBI in this regard from time to time.

- VI. "Charge back transaction" shall mean those transactions which the Beneficiary disputes for not having made the payment of treasury receipts to the Agencies.
2. SBlePay shall use the State Level Pool Account for Agencies provided in Schedule 1 as a settlement account for transactions facilitated through SBlePay.
 3. Beneficiaries/ Applicant/ Citizens/ Taxpayers will log into the Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website and fill in basic certain information like name, address, etc. as required and decided by the agencies, which are essential for the receipt. The Beneficiaries/ Applicant/ Citizens/ Taxpayers will have various online payment options as per arrangement with SBlePay. SBlePay and Agencies agrees that interchange fees as per Annexure A shall be borne by Beneficiaries/ Applicant/ Citizens/ Taxpayers. While making the payment, the details of all charges will be mentioned, on Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department and the Agencies website if any.
 4. Any disputes regarding the payment resulting in refunds will be dealt with, by and between agencies and the Beneficiaries/ Applicant/ Citizens/ Taxpayers directly and SBlePay shall be responsible to the extent of transferring the amount collected from the citizens to agencies.
 5. The UDD shall intervene and instruct the Agencies to resolve all queries raised by beneficiaries pertaining to their transactions facilitated by SBlePay.
 6. Agencies shall not at any time require the Beneficiaries/ Applicant/ Citizens/ Taxpayers to provide them with any details of their Bank accounts/Card details including the password, account number, ID etc, assigned to the him, except for authentication as may be required for enabling the online payment. Agencies hereby undertakes and agrees not to describe itself as agent or representative of SBlePay, or to give warranties which may require SBlePay to undertake to or be liable for, directly or indirectly, any obligation and/or responsibility to the Beneficiaries/ Applicant/ Citizens/ Taxpayers or any third party.
 7. Agencies agrees that SBlePay is a payment aggregator facilitating multiple payment options to the Beneficiaries/ Applicant/ Citizens/ Taxpayers. SBlePay receives funds from all the payment channels of partner Banks and settles to the focal point branch/ accredited Bank Branch as per RBI guidelines dated 24th Nov 2009 in this regard and amendment from time to time. The settlement with the account of Agencies,

shall be responsibility of the focal point branch/ accredited Bank Branch as per RBI guidelines/ Government guidelines in this regard.

8. Agencies ensures that all transactions happening through Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website are in accordance with and permitted by the legal practices / Applicable Law and laws governing the country and that of the Beneficiaries/ Applicant/ Citizens/ Taxpayers and directions issued by the Card Associations. Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department will take complete responsibility for the transactions going through their system. Agencies further agrees that SBlePay's liability for the transaction between the agencies and the beneficiary is restricted to the settlement of payment to the accredited Bank only. The Agencies shall ensure compliance with and shall, at all times act in accordance with the Applicable Laws.
9. Reconciliation and generation of exception report: A two stage reconciliation of the payment collected and credited to the state level pool account by the SBlePay will be carried out on daily basis as mentioned below:
 - a. SBlePay will provide the details of amount collected along with the amount credited to the state level pool account on daily at the time agreed upon by agencies and SBlePay.
 - b. All MIS/ Reconciliation/exception report of 100% successful transactions of applicant/ beneficiary would be done by SBlePay through automatic electronic process. There would be no uploading of any type of files manually.
 - c. Any failed transaction(s) should be reversed if credited in SBlePay but not successfully communicated to agencies, and then SBlePay shall automatically revert it to Beneficiaries/ Applicant/ Citizens/ Taxpayers immediately.
10. Handling of Exceptions/Errors/ Charge Back: In case of duplicate payments/ charge back having been received by the agencies against the same unique ID, the SBlePay shall provide a statement for the same giving all relevant details and the excess amount received shall be reimbursed to the SBlePay. The agencies after due enquiry ascertain about the duplicity of amount received against the same unique ID. In case of any dispute, the agencies shall provide as proof of receipt of payment if requested by SBlePay.
11. Remittance of amount collected: Amount collected from the Beneficiaries/ Applicant/ Citizens/ Taxpayers of the Agencies shall be credited to the State Level Pool Account on T+1 basis with MIS details of Citizens paid subject to the receipt of funds from partner Banks as per RBI Payment and Settlement Act 2007. There should not be any charges levied by SBlePay to credit online amount to agencies account.

12. Record Retention: The parties hereby agree that in the course of performing the functions and obligations under this agreement, the parties shall retain all records and information for such period and in such form as per their record retention policy as agreed mutually.

13. Indemnity:

- a. Agencies here by undertakes and agrees to SBlePay and hold SBlePay harmless and keep at all times fully indemnified and hold harmless from and against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of:
 - (a) any breach or non-performance by agencies or any of its undertaking, warranty or obligation under this Agreement/Mou or
 - (b) any claim or proceedings brought by the Beneficiary against SBlePay in respect of any payment facilitated by SBlePay and actually received by the agencies.
 - (c) any chargeback claim by the Revenue Payer where SBlePay inform the agencies and the agencies fails to provide relevant documentary evidence within 10 days to contest such claim.

Agencies shall also fully indemnify or hold harmless SBlePay against any direct loss, costs, charges, expenses, demand or liability out of claim by third party that Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website infringe intellectual property rights. SBlePay (i) shall provide prompt written notice of such claim to the agencies and (ii) shall allow the agencies to defend any such claim using counsel of its choice. (iii) SBlePay shall not settle any such claim without the express written consent of the agencies.

- b. Indemnification by SBlePay - SBlePay hereby undertakes and agrees to indemnify Secretary & Agencies and hold Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website harmless and keep at all times fully indemnified against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of (a) any breach or non-performance by SBlePay or any of its undertaking, warranty or obligation under this Agreement MoU or (b) infringement of a patent, copyright, trademark, or other intellectual property right by the Service
- c. Prevention of Infringement. If the service or any component of the service becomes or in SBlePay's opinion is likely to become the subject of a claim of

infringement, then Agencies shall permit SBlePay, at its option and expense, either (i) to procure for Agencies the right to continue using the service as permitted in this Agreement, or (ii) to replace or modify service or the infringing component of the service so that it becomes non-infringing. If, after using commercially reasonable efforts, SBlePay is unable to cure the infringement, either party may terminate this Agreement upon notice to the other.

14. Set off of payments

In case of Chargeback SBlePay shall inform the agencies and in case agencies fails to provide relevant documentary evidence to SBlePay within 10 days for contesting such claim then SBlePay shall be entitled to receive monies from agencies or entitled to set off payments as under:

- a. Forthwith debit the amount from the aggregate amount's being held by it for payment to agencies; and/or;
- b. Deduct the outstanding amount from subsequent credits due to agencies and/or;
- c. If there are insufficient funds available for such recovery, claim from agencies the amount paid to agencies.

Agencies by SBlePay in respect of the relative payment; which, agencies on receipt of the claim from SBlePay undertakes forthwith to pay to SBlePay, the amount of the refund to the extent to which such funds proves inadequate. The refund shall be paid within 30 days of receipt of claim/invoice from SBlePay.

15. Warranties & Representation:

The parties represent and warrant to each other that they have all corporate, statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the Agreement/MoU and shall continue to have all such authorizations, licenses and consents at the time it carries out its respective rights and obligations hereunder or seeks to exercise and I or enforce any of its rights under the Agreement/MOU.

16. LIMITATION OF LIABILITY

16.1 Without prejudice to any other provisions of this Agreement/MOU , the SBlePay shall not be liable to the Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with the payments facilitated by SBlePay and/or this Agreement/Mou, including without limitation any:

- (a) Loss of data contained in the Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department

Website and/or the servers maintained by the Industries and Mines Department arising directly or indirectly by use of the payment mechanism;

- (b) Any interruption or stoppage in the Beneficiaries/ Applicant/ Citizens/ Taxpayer's access to and/or the use of the SBlePay.
- (c) Any breach of security in respect of or loss of data residing on the server of the Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website., or a third party designated by the Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department Website. (e.g., a host) or on the server of a Beneficiary or a third party designated by a Beneficiary (e.g., a host);
- (d) Any failure or delay in performing the Services, if such failure or delay:
 - (i) is caused by the agencies acts or omissions;
 - (ii) results from actions taken by the SBlePay in good faith to avoid violating Applicable Law or to prevent fraud on a Beneficiary or
 - (iii) is caused by any of the circumstances specified in Clause 16.2 below.

16.2 In the performance of the Services, the SBlePay shall be entitled to assume that:

- (a) Messages that originate from the server of the Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department website or where the Investor Facilitation Portal of Industrial Extension Bureau (iNDEXTb) of Industries and Mines Department Website hosted on third party server.
- (b) Messages that originate from the Beneficiaries/ Applicant/ Citizens/ Taxpayers are deemed to be authorized by the Beneficiaries/ Applicant/ Citizens/ Taxpayers;

And shall not be liable for any losses or damages caused to any person whatsoever as a result of any such message being unauthorised, inaccurate or fraudulent.

17. Term & Termination:

This Agreement/MOU shall be in force for a period of one year from the date herein above mentioned and may be extended for similar period upon such terms and conditions agreed by the parties.

- 17.1 If the agencies continues to receive the facility provided by SBlePay for thirty (30) days after the expiry of term of this agreement, then this agreement shall be deemed to be renewed on same terms and conditions for a similar tenure.
- 17.2 Either party may terminate the agreement/MOU by giving 30 days' notice in writing to the other party.
- 17.3 The charges as specified in Annexure A may be reviewed every year or at any time to comply with any RBI mandate /mutual consent from time to time.
- 17.4 If ePayment Service of SBlePay fails to meet satisfaction level of Agencies then the Agencies shall be entitled to arrange alternative solution/ suitable arrangement at the risk and at the cost of SBlePay in public interest.

18. Confidentiality

- 18.1 The Parties agree and acknowledge that in connection with this Agreement/MOU each Party will have access to certain trade-secrets and other non-public confidential information of the other during and in connection with its performance of Services hereunder ("Confidential and Proprietary Information"), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than those as strictly required for performance under this Agreement/MOU. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be granted or implied with respect to such Confidential Information by reason of other Party's access to such Confidential Information. Each Party agrees to protect the proprietary information of the other with the same standard of care and precaution used by each to protect its own proprietary information of similar importance.

"Confidential and Proprietary Information" is not meant to include any information which:

- (a) Is publicly available prior to this Agreement/MOU or is made publicly available by the Parties without restriction.
- (b) Is rightfully received by the personnel of both the Parties from Third party without accompanying secrecy obligations.
- (c) Is already in the possession of both the Parties personnel and was lawfully received from sources other than the Parties themselves.
- (d) Is independently developed by the personnel of both the Parties without use or reference to Confidential and Proprietary Information.
- (e) Is disclosed under any judicial or regulatory directive or disclosed to auditors appointed under any law

However, the above exclusions shall not be applicable in respect of the Beneficiary data of the Banks/Cards and beneficiary data shall always remain confidential and proprietary information.

- 18.2 The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement/MOU shall remain valid irrespective of the expiry I cancellation I termination of this Agreement/MOU.

19. General Provisions:

- (i) Amendment and Waiver: This Agreement/MOU shall only be amended in writing, signed by Parties. The failure of either Party at any time or times to demand strict performance by the other of any of the terms of this Agreement/MOU shall not of itself be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of such terms.
- (ii) Force Majeure: Neither Party shall be held responsible for any consequences or liabilities under this Agreement/MOU if it is prevented in performing its obligations under the terms of this Agreement/MOU by reason of laws or regulations, action by anybody or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. If the force majeure event continues for more than 30 days, either Party shall be entitled to terminate this Agreement/MOU with a notice of 30 days to the other Party.
- (iii) Entire Agreement/ MOU: This Agreement/MOU constitutes the entire Agreement/MOU between the Parties concerning the Services and all other matters covered herein, and supersede all prior and contemporaneous Agreement/MOUs, written or oral, other than any written, fully- executed contemporaneous Agreement/MOU which specifically acknowledges the existence of this Agreement/MOU.
- (iv) Severability: In the event that any provision of, or restriction contained in, this Agreement/MOU is held by a court of competent jurisdiction to be invalid or unenforceable, and is not reformed by such court, the remaining provisions and restrictions contained in this Agreement/MOU shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions of this Agreement/MOU had not been included.
- (v) Arbitration: In case of any dispute or difference between the Parties, they shall endeavor to resolve such dispute or difference in an amicable manner through mutual discussions. If no settlement can be reached through consultations

between the Parties within 30 business days of one Party delivering a written notice of the dispute to the other Party, then such matter may be referred to arbitration by the disputing party to be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Act").

The Parties agree with respect to such arbitration that:

- a. The arbitration proceedings shall be conducted in English and the place of arbitration shall be Ahmedabad, Gujarat.
 - b. If the Parties fail to appoint a single arbitrator acceptable to both the Parties, there shall be three (3) arbitrators, one (1) arbitrator shall be appointed by each Party and the third shall be appointed by the other two (2) arbitrators and shall serve as the presiding arbitrator of the arbitral tribunal.
 - c. Subject to the provisions of the Act the arbitration award shall be binding on the Parties, and enforceable in accordance with its terms. The arbitrators shall state the specific reasons for their findings in writing. The Parties agree to be bound thereby and to act accordingly.
- (vi) Governing Law and Jurisdiction: This Agreement/MOU shall be governed by the laws of India and subject to Clause (v) above, the courts located at Ahmedabad, Gujarat shall have exclusive jurisdiction in the event of any dispute.
- (vii) Counterparts: This Agreement/MOU may be executed in two counterparts, each of which shall be deemed to be an original and both taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement/MOU to produce or account for more than one such counterpart.
- (viii) Notices: All notices sent by either parties shall be address to the undersigned, at the following address:-

For Bank Aggregator Module,-

New Business Department, State Bank Global IT Centre, 4th floor, Railway Building, CBD Belapur, Navi Mumbai -400614

For Agencies,-

Secretary(Housing), Department of Urban Development & Urban Housing Department, Block No.14, 9th Floor, Sachivalaya, Gandhinagar, Gujarat, 382010

- (ix) Survival: The rights and obligations of the Parties under the Agreement/MOU, which by their nature survive the termination of this Agreement/MOU.

Schedule – I

Municipal Corporations	Appropriate Authorities	Appropriate Authorities and Nagarpalika
Ahmedabad, Rajkot, Surat, Vadodara, Gandhinagar, Junagadh, Bhavnagar, Jamnagar	Ahmedabad, Rajkot, Surat, Vadodara, Gandhinagar, Junagadh, Bhavnagar, Jamnagar, Anand – VallabhVidhyanagar- Karmsad, Bharuch- Ankleshwar, Morbi- Wankaner and Surendranagar-Dudhrej- Wadhvan	Mahesana, Patan, Palanpur, Nadiad, Godhra, Navsari, Jetpur – Navagadh, Botad, Veraval-Patan, Porbandar, Vapi, Valsad, Anand , Vallabhvidhyanagar, Karamsad, Bharuch, Ankeshvar, Surendranagar Dudhrej, Wadhvaan, Morbi, Wankaner Nagarpalika

IN WITNESS WHEREOF the parties hereto have executed this Agreement/MOU in duplicate) on the _____ day, _____ month and _____ year first here in above mentioned.

	On behalf of Agencies	State Bank of India
Signature		
Name	Ashwinikumar	V. Girivasan
Designation	Secretary Housing, Urban Development and Urban Housing Department, Govt. of Gujarat.	Deputy General Manager, SBlePay Aggregator Services.
Seal		
Signature of Witness		
Name of Witness		
Designation of Witness		

ANNEXURE A

SBI ePay will charge the Beneficiaries/ Applicant/ Citizens/ Taxpayers and the Agencies agrees for the Beneficiaries/ Applicant/ Citizens/ Taxpayers paying the following Interchange Fee in terms of the provisions of this Agreement/MOU to SBI ePay, as Interchange fees depending on the gateway provided:

Sr. No.	Channels	Banks	Amount	Pricing (excluding Applicable Tax)*
1	Internet Banking	State Bank of India	Upto Rs.500/-	Rs.3.50 per transaction
			Above Rs.500/-	Rs.6.50 per transaction
		Other Banks (32) and Under integration (6)	Upto Rs.500/-	Rs.5 per transaction
			Above Rs.500/-	Rs.7.50 per transaction
2	Debit card Master, VISA, Maestro, Rupay	SBG	All amount	0.7 % of the transaction amount
		Other Banks	Upto Rs.2000	0.7 % of the transaction amount
			Above Rs.2000	0.9 % of the transaction amount
3	Credit card VISA, Master, AMEX	All Banks	All amount	0.9 % of the transaction amount
4	IMPS		All amount	Rs.5/- per transaction
<ul style="list-style-type: none"> • *SBiePay reserves their right to review and revise the Interchange Fee after mutual consent with the Secretary • Applicable Taxes will be borne by the Beneficiaries/Applicant/Citizen/Taxpayers 				

Agencies Bank Account Details (Multiple as attached list) (Annexure-1)

S. No.	Particulars	Details
1	Bank Name	
2	Branch Name and Code	
3	Branch Address	
4	City	
5	IFSC code of agency's bank	
6	A/C No	
7	Account Name	
8	Slanina Authority(ies)	

Additional Conditions for American Express cards (AMEX) as required by American Express Banking Corp.

The Merchant hereby authorizes SB ePay to submit transactions to, and receive settlement from AEBC on behalf of the Merchant.

- The Merchant hereby authorizes SB ePay (a) to disclose transaction data, merchant data, Personal information and other Information about the Merchant to AEBC and AEBC Affiliates, agents, subcontractors, and employees, and (b) AEBC and AEBC Affiliates, agents, subcontractors, and employees to use such information to perform under the Agreement, operate and promote the network, perform analytics and create reports, and for any other lawful business purpose.
- The Merchant hereby undertakes that it shall provide welcome acceptance for American Express Cards meaning that they do not differentially surcharge American Express Card members or discourage them from using or accepting American Express. A 'differential surcharge' means an amount or percentage charged to another Merchant or American Express Card member in addition to the purchase or service price, which exceeds the lowest such amount or percentage charged to users of other credit or charge cards.
- The Merchant hereby undertakes that its' refund policies for purchases on the Card must be at least as favorable as their refund policies for purchases on any Other Payment Product and the refund policy be disclosed to Card members at the time of purchase and in compliance with applicable law.
- The Merchant hereby agrees to abide by the limitation on American Express's liability set forth in this Agreement.
- The Merchant hereby agrees for conferring on American Express third-party beneficiary rights, but not obligations, that American Express (AEBC) may enforce the terms of the Merchant Agreement against the Merchant as necessary to protect the American Express Brand.
- The Merchant hereby undertakes to abide by Any industry-specific requirements of which American Express notifies SB ePay in writing from time to time.
- The Merchant, who store, process or transmit card member details of any other personally identifiable information, agrees to comply with the American Express Data Security Operating Policy a copy of which is available at www.americanexpress.com/datasecurity.

- The Merchant hereby agrees that SB ePay may inform AEBC of any information related to Merchant or Merchant's website that could reasonably lead to a claim or demand by or liability to a third party.

1	Trading Name/ Business Name	
2	Company's Legal Name	
	Trading Address	
3	Suburb / Town/ State Postcode	
4	Contact Numbers Business Phone	
	Mobile (Optional)	
	Fax (Optional)	
5	Email Address (Optional)	
6	Correspondence / Mailing Address	
	Suburb / Town/ State Postcode	
7	ABN / ACN	
8	Website I URL	
9	Personal Details / Authorized Signatory	
	Title / Salutation (Mr,Mrs,Miss,Ms,Other)	
	Home Address	
	Suburb / Town/ State Postcode	
	Home Telephone (Optional)	
	Date of Birth Driver Licence Number	
10	Date and Signature	

Declaration

By signing this Agreement you agree to be bound by the American Express Terms and Conditions as outlined over the page.

These Terms and Conditions will govern SB ePay's participation as a Sponsored Merchant in the American Express Card service.

If you do not accept these Terms and Conditions, you must not accept the card or submit charges to us, but must notify us immediately.