

## ENROLMENT FORM

Affix PP size  
Photograph

Distributor Name

Distributor Number

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### 1. PERSONAL / SHOP DETAILS

Full Name: .....

Father / Husband Name: .....

Name of Outlet: .....

Outlet Address: .....

Landmark: ..... City/Village: ..... Tehsil: .....

District: ..... Pin Code: ..... State: .....

No. of years of stay in Village/Town: ..... Marital Status: ..... Pan No. ....

Registered Mobile No. (With Onpay) ..... TID No. of M.POS / POS (If any) .....

E-mail ID: .....

Doing Business Since: ..... Marital Status: .....

Date of Birth:  Gender (Please Tick): Male  Female  Computer Literacy: Yes  No

Education: .....

### 2. BUSINESS & LOCATION DETAILS

Type of Business: ..... Location of Business: .....

### 3. DETAILS OF DOCUMENTS BEING ATTACHED

Proof of Address (Please Tick): Passport  Voter ID card  Ration Card  Driving License  Electricity/Telephone Bill

Aadhar Card  Others  Number: .....

Proof of Identity (Please Tick): Passport  Voter ID card  Driving License  Pan Card  Aadhar Card

Number: .....

### 4. Distributor/ Retailer Declaration

1. I have read and understood the terms & conditions provided in the website and accept them as binding on me. I have understood all particulars of the investment plan, trading process, margins and related terms & conditions.

2. I confirm that I am currently not doing Airtel mobile prepaid recharges through the LAPU SIM/ Distributor SIM of Airtel distributor. If company will find any negligence in this clause then company will liable to penalty.

3. I have understood all the terms and conditions regarding the up gradation of Terminal/Software and accept them as binding upon me.

4. I confirm that the information(s)/particulars supplied by me are correct in all respects.

Name of Person: .....

Designation: .....

Date:

Note: \*Address Proof should match with either Retail Outlet Address or Permanent Address  
\*Retailer should sign on all the pages of ROE form with rubber stamp  
\*Filling the checklist is mandatory. Forms without the completed checklist will not be accepted

Retailer Stamp

Authorized Signatory (with seal)

### 5. Onpay / Representative Declaration

I hereby confirm that this form was signed by the Onpay Representative/Distributor authorized signatory in my presence and I have physically seen and verified all the document(s) attached here with their respective original(s).

Name & Designation: .....

Onpay / Representative: .....

ONPAY Stamp

Authorized Signatory (with seal)

# TERMS & CONDITIONS

## PREAMBLE

- 1.1. The Individual who wishes to become a retailer of Company for providing electronic prepaid products and services, specified banking services being offered by the Company from time to time on behalf of the various Banks with whom the Company has distribution arrangements.
- 1.2. The Company wishes to appoint the DISTRIBUTOR/RETAILER as a point of sale retailer for electronically distributing the prepaid products/services of SP, specified banking services of banks through the Terminal Equipment or through Internet as per agreed terms and conditions.
- 1.3. The DISTRIBUTOR/RETAILER can order prepaid products/services or can carry out specified banking services of banks using the Terminal Equipment supplied by the Company or through Internet or Mobile in order to instantly download the same if sufficient balance of the DISTRIBUTOR/RETAILER are available with the Company.
- 1.4. The Parties accordingly wish to record the basis of their agreement and their respective rights and obligations as under.
- 1.5. Onpay works as multiple functionalities so it is very difficult for the company to work in particular or specific direction as per demand of the DISTRIBUTOR / RETAILER.

## 2. SECURITY DEPOSIT/MINIMUM BALANCE

- 2.1. Unless otherwise agreed in writing, the DISTRIBUTOR/RETAILER agrees to give a onetime Non-refundable Deposit only to the Company for enrolling the DISTRIBUTOR/RETAILER and setting him up as a registered DISTRIBUTOR/RETAILER of the Company for the purpose of distributing prepaid products/services of various service provider providing specified Banking Services. This Non-refundable Deposit will be non-refundable and is a charge towards setting up costs of the Company.
- 2.2. The DISTRIBUTOR/RETAILER agrees that the business done through this account will be as per Form 1 failing which the Company has the right to cancel this agreement.

## 3. OF SPECIFIED BANKING SERVICES

- 3.1 Onpay shall have exclusivity at the DISTRIBUTOR/RETAILER for banking services. Hence, DISTRIBUTOR/RETAILER shall source and provide services of the bank authorized by Onpay only.
- 3.2 DISTRIBUTOR/RETAILER shall maintain secrecy of transaction carried by its customers according to Fair Practice Code of IBA (Indian Banking Association). It will not resort to harassment and intimidation for lending and collection of dues from borrowers of its customers, relatives or their friends.

## 4. CHARGES AND PAYMENTS

- 4.1. Payments for prepaid products/services purchased by the DISTRIBUTOR/RETAILER shall be made in advance to the Company.
  - 4.2. The charges payable by the DISTRIBUTOR/RETAILER for products/services ordered for various denominations of various SPs shall be an amount equivalent to the face value of the airtime thereof, less the discount applicable as may be stipulated by the Company from time to time. The initial discounts shall apply from the effective date as set out in this agreement.
  - 4.3. Once an order placed by the DISTRIBUTOR/RETAILER is executed and the products/services are delivered to the Terminal Equipment, all risks pertaining to that products/services supplied by the Company shall lie with the CSP-RO. The Company shall be entitled to charge the DISTRIBUTOR/RETAILER any cash handling fee and/or other banking fees and/or other relevant administration fees that may be incurred by the Company as a result of the DISTRIBUTOR/RETAILER depositing funds into the Company's account and/or for any debit instructions that the Bank may charge.
  - 4.4. DISTRIBUTOR/RETAILER shall be paid commission by Onpay as announced through circulars issued from time to time or as amended from time to time and will be subject to statutory taxes and levies as per the laws applicable.
  - 4.5. DISTRIBUTOR/RETAILER shall be fully responsible in case of Misplace, damage and misuse of rental product.
- ### 5. Provisions relating to POS/ M.POS
- 5.1 Notwithstanding anything contained in this terms and condition POS / M.POS is a fully rental product of the company so this clause shall have override effect on the other provisions of this terms and condition.
  - 5.2 The registration fee the POS/ M.POS shall be Nonrefundable.
  - 5.3 The rent of the said POS/ M.POS shall be paid between 1<sup>st</sup> to 5<sup>th</sup> days of each month.
  - 5.4 in case of Nonpayment of rent of the said product, the said rental amount shall be beard by the DISTRIBUTOR/RETAILER.
  - 5.5 ONAIR shall have reserved right to withdraw the said rental service in case of default found from the side of DISTRIBUTOR/RETAILER.
  - 5.6 Not to provide service of a similar nature from a competing company during the validity of this Agreement.
  - 5.7 The provisions of this terms and condition shall, as far as permitted by law, be binding upon the parties, executors, trustees, curators, legatees, heirs and other successors in title.

## 6. CANCELLATION / TERMINATION / FORFEITURE

- 6.1. This agreement may be terminated in the case of the Company by giving the DISTRIBUTOR/RETAILER ten (10) days written notice or in case of the DISTRIBUTOR/RETAILER by giving the Company ten (10) days written notice.
- 6.2. The DISTRIBUTOR/RETAILER shall be liable for a cancellation fee of 10% of the Security Deposit unless otherwise agreed in writing in Form 1 in case of notice given by the DISTRIBUTOR/RETAILER to cancel any of the services within six (6) months of signage thereof.
- 6.3. The Company reserves the right, at its sole and absolute discretion, to disconnect or suspend this arrangement to the DISTRIBUTOR/RETAILER without explanation and without notice, should the DISTRIBUTOR/RETAILER not fulfill any of his obligations herein or should the Company Suspect that the DISTRIBUTOR/RETAILER is not acting in good faith or should any fraudulent activity be suspected or for any reason whatsoever. The DISTRIBUTOR/RETAILER shall be liable for any amount due or those that have become payable prior to the date of suspension/disconnection.
- 6.4. The Company has the right to forfeit the security deposit of the DISTRIBUTOR/RETAILER along with unused Trading Balance in case the DISTRIBUTOR/RETAILER neither has done any transactions during the last thirty (30) days.
- 6.5. The amount of security deposit shall be returned to the DISTRIBUTOR/RETAILER upon termination of this agreement only on fulfillment of all the obligations by the DISTRIBUTOR/RETAILER, as stipulated herein.
- 6.6. The Company reserves the right to offset any payment due to it from the Security Deposit if any, payable to the DISTRIBUTOR/RETAILER and shall also be entitled to appropriate, without prejudice, any such payment to any other liability, which, at its own discretion it deems, the DISTRIBUTOR/RETAILER owes to the Company.
- 6.7 Company reserves right to discontinue any service provided to CNF/Distributor/ Sub-Distributor/Retailer at any time without prior intimation to such CNF/Distributor/ Sub-Distributor/Retailer and will resume the service only after resolving the matter under consideration.

## 7. DAMAGES

- 7.1. The Company is hereby exempted from and shall not be liable under any circumstances what so ever to the DISTRIBUTOR/RETAILER for any loss, damage, whether direct, indirect, consequential or otherwise, or for any loss of profits, or other special damages of any kind whether within contemplation of the parties or not, that the DISTRIBUTOR/RETAILER may suffer as a result of any breach by the Company on any of its obligations under this agreement or otherwise.
- 7.2. The DISTRIBUTOR/RETAILER indemnifies the Company against any action for damages or otherwise (resulting as a direct or indirect consequence of the Company's performance) brought against it, by customer, and/or an end user and/or any other party.

## 8. DISPUTES

- 8.1. The DISTRIBUTOR/RETAILER shall be liable for all legal costs (including attorney and client costs) incurred by the Company in enforcing its rights in this agreement as well as for expenses incurred by the Company in exercising any rights arising out of breach of the DISTRIBUTOR/RETAILER obligations herein including but not limited to collection charges

and/or tracing fees.

- 8.2. Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the Parties hereto relating to or concerning or arising out of this Agreement, the same shall be referred to the sole arbitration of the Chairman and Managing Director of Onpay, or his nominee, whose decision shall be final and binding on the Parties.
- 8.3 All disputes, obligations, performance, interpretations arising out of this agreement shall be construed under Indian laws and subject to the jurisdiction of courts at Hyderabad, A.P.

## 9. AMENDMENTS AND NOTICES

- 9.1. The Company may amend or substitute any terms and conditions of this agreement and/or any charges by giving a thirty (30) days' notice addressed to the DISTRIBUTOR/RETAILER or by including the amendment or substitution on or with statement sent to the DISTRIBUTOR/RETAILER
- 9.2. The Company shall, with notice to the DISTRIBUTOR/RETAILER, cancel or withdraw, with immediate effect, any effective discount applicable to the DISTRIBUTOR/RETAILER account.
- 9.3. A notice sent to the DISTRIBUTOR/RETAILER shall be deemed to have been received by the DISTRIBUTOR/RETAILER within seven (7) days after sending date. The DISTRIBUTOR/RETAILER shall be bound by the Amendments and/or substitutions unless the Company has been notified otherwise in writing within seven (7) days after receipt of notice.
- 9.4. The Company may inform DISTRIBUTOR/RETAILER of any new product/service or communicate for changes in any existing product/service, any promotional/transactional activities, through any of communication channels including SMS, Email, facsimile, call, visit etc.
- 9.5 The communication shall be deemed to be received by DISTRIBUTOR/RETAILER:-
  - i. if communication made through call, when DISTRIBUTOR/RETAILER receives the call;
  - ii. If sent by SMS, when sent (on sending the message to mobile number available with Company and when recall of this message is outside the control of the sender);
  - iii. If sent by facsimile, when sent (on receipt of confirmation to the correct facsimile number) and
  - iv. if sent by e-mail, when sent (on receipt of confirmation to the correct email ID)
  - v. If by visit, when the representative of Company visits the outlet of DISTRIBUTOR/RETAILER and informs the DISTRIBUTOR/RETAILER personally.

## 10. UNDERTAKINGS BY THE DISTRIBUTOR/RETAILER

- 10.1. The DISTRIBUTOR/RETAILER undertakes not to do anything that damages the good name and reputation of the Company, its subsidiaries or its holding Company or the service providers and/or Banks and shall protect and enhance the good name and reputation of the Company in the fulfillment of its obligations under this agreement.
- 10.2. To procure that such promotional or advertising material as may be provided by the Company or service providers or Bank from time to time to the DISTRIBUTOR/RETAILER displayed at all times in the DISTRIBUTOR/RETAILER outlets in accordance with the directions and requirements of the Company.
- 10.3. To indemnify the Company and the service providers and/or Banks against any loss, penalties or damages suffered by the Company as a result of the DISTRIBUTOR/RETAILER or its outlet failure to comply with all obligations, which may fall on the DISTRIBUTOR/RETAILER arising out of this agreement, including annexure hereto and any service level procedure manuals, as shall be made available to the DISTRIBUTOR/RETAILER from time to time.
- 10.4. To procure the compliance of the DISTRIBUTOR/RETAILER's outlets with all provisions of this agreement in the same manner as the DISTRIBUTOR/RETAILER is obliged to comply therewith.
- 10.5. In the event of the Company being aware of any breaches of the provisions of this clause or any provisions of the agreement by any of the DISTRIBUTOR/RETAILER outlets, the Company shall be entitled, without prejudice to any of its rights, to terminate services to the DISTRIBUTOR/RETAILER.
- 10.6. Not to sell the products/services of at prices above or below the marked price and not to overcharge the end user the fees/charges as indicated by the Company or Bank. The DISTRIBUTOR/RETAILER will also be directly liable to the Company, in case of breach of this condition.
- 10.7. Not to indulge in or promote any unlawful, illicit or illegal activity or purposes pertaining to the line of business of the agreement or products mentioned herein. Any such activity noticed by the DISTRIBUTOR/RETAILER in the market place must be brought to the notice of the Company immediately.
- 10.8. Not to provide service of a similar nature from a competing company during the validity of this Agreement.

## 11. CONFIDENTIALITY

- 11.1. The DISTRIBUTOR/RETAILER shall not, without the prior written consent of the Company use or disclose any information whatsoever relating to any transactions to any other person or otherwise use any information acquired by it in relation to the Customers other than for the purposes of this agreement, unless such information is required to be disclosed by statutory or regulatory authority of competent jurisdiction. The confidentiality condition shall continue in force even after the termination of this Agreement in respect of information obtained during the subsistence of this Agreement.
  - 11.2. DISTRIBUTOR/Retailers aware that all information disclosed by Bank or Company or service providers and received by retailers is of confidential in nature and having regard to sensitive nature of such information and record, specifically agree to maintain secrecy and confidentiality of all the information.
- ### 12. COMPLIANCE WITH LAWS
- 12.1. DISTRIBUTOR/RETAILER shall be liable for applicability of laws concerning rendering of services as provided under this agreement.
  - 12.2. DISTRIBUTOR/RETAILER shall maintain and procure necessary licenses and approvals from relevant authorities as per the law.
  - 12.3. DISTRIBUTOR/RETAILER shall be liable for compliance of applicable labor laws and retirement benefits in respect of his/her establishment.

## 13. MAINTENANCE OF RECORDS

- 13.1 For banking services DISTRIBUTOR/RETAILER shall maintain and ensure safe custody of all records so as to enable the Banks and RBI or any other authority appointed by them to inspect them.
- 13.2 The Company shall have all the rights to monitor and access the performance of DISTRIBUTOR/RETAILER and instruct the DISTRIBUTOR/RETAILER to rectify the deficiencies as pointed out as a result of audit conducted by the Company/Bank/RBI.

## 14. GENERAL

- 14.1. The Company shall have the sole and exclusive right of whether to approve or decline to enter into this agreement with the DISTRIBUTOR/RETAILER or alternatively to exclude the offering of certain plans as contemplated herein.
- 14.2. The DISTRIBUTOR/RETAILER agrees that all the terms and conditions mentioned herein are all material to this agreement and agrees to comply therewith.
- 14.3. The obligations herein shall apply jointly and severally to the DISTRIBUTOR/RETAILER and his assigns.
- 14.4. The provisions of this agreement shall, as far as permitted by law, be binding upon the parties, executors, trustees, curators, legatees, heirs and other successors in title.
- 14.5. The DISTRIBUTOR/RETAILER may not cede or assign any of its rights or obligations in terms of this agreement without the prior written consent of the Company.

Retailer Stamp

Authorized Signatory (with seal)