

## TRANSACTION DISPUTE RESOLUTION POLICY

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## 1. INTRODUCTION

- 1.1. First Data (India) Private Limited (“Company” or “we” “our” “us”) endeavours to provide an uninterrupted service to its customers and is committed towards facilitating quick and efficient redressal to customer issues and disputes in an efficient and hassle-free manner. The Company has implemented this Dispute Resolution Policy (“Policy”) to provide guiding principles and protocols to efficiently resolve the Disputes (*as defined below*) and to ensure compliance to the guidelines framed by the Reserve Bank of India (“RBI”) to regulate payment aggregators, from time to time.
- 1.2. This Policy shall be owned and administered by the Company solely and absolutely. The Policy may be reviewed and modified by the Company from time to time and the Company undertakes to notify the same. However, notification of the changes shall not be construed as a prerequisite for the changes to be effective.

## 2. PURPOSE AND SCOPE

- 2.1. The primary purpose of implementing this Policy by the Company is to prescribe the guidelines and procedures for receiving, handling, and responding to transaction related Disputes of the Customer (as defined below) and to inform the Customers of their rights to seek alternative remedies if they are not fully satisfied with the resolution provided by the Company.
- 2.2. This Policy is accessible to all the Customers, and it ensures that information is readily available on the modalities of raising and resolving Disputes. This Policy is available on the website of the Company.

## 3. REGULATIONS

This Policy is governed by the standard national and international norms and such policies, guidelines, enactments, regulations, circulars and notification as may be issued by Card Networks, Reserve Bank of India and/or other statutory enactments (“Enactments”), Company’s Acquiring Bank policies and Company’s policies.

## 4. DEFINITIONS

- 4.1. “Customer” means the end user of the Company’s payment processing services and other related products.
- 4.2. “Merchant” means a person or an entity selling or providing goods and/or services, who accepts payment from the Customers using the services of the Company.
- 4.3. “Dispute” means an expression of dissatisfaction with the Merchant, communicated to the Company by the Customer, related to any transaction or order.
- 4.4. “Acquirer” refers to the bank which accepts payment for the Merchant through the Company.



4.5. "Issuers" refers to the bank of the Customers.

## **5. DISPUTES MAJOR REASONS FOR CHARGEBACK**

- 5.1. Disputes may arise out of the following circumstances:
- a. A difference in value occurred in the amount charged under a transaction.
  - b. The Merchant products bought is damaged or defective.
  - c. The Merchant product or service is not received or delivered.
  - d. The Customer did not authorize the transaction.
  - e. Fraudulent transactions.
  - f. Customer charged incorrectly for the order.
  - g. Customer was charged multiple times for the same transaction.

## **6. REGISTRATION OF CHARGEBACK**

- 6.1. The Customer, in the event of the above issues, may approach the Merchant to resolve such issues in accordance with the policies of the Merchant. However, in the event of the Customer being not satisfied with the response or not responded by the Merchant, then the Customer shall raise such issues as a Chargeback to the Company.
- 6.2. A formal complaint of the Dispute may be submitted in writing by the Customer to the Company. The Dispute shall include, without limitation, the relevant details required by the Company such as date of transaction, amount of transaction, transaction ID, order ID, description of the Dispute, details of the communication made with the Merchant, reason for dispute, to facilitate the Company provide for an efficient and prompt resolution. Chargeback may be filed by the Customers in the manner as provided under the Scheme Policies or through channels provided under our Customer Grievance Redressal Policy.

## **7. CHARGEBACK PROCESS**

- 7.1 In the event that the Customer does not resolve the issue with merchant, then the Customer shall raise a chargeback with its Issuer. The term chargeback refers to the return of funds to the Customer.
- 7.2 The Customer may raise a chargeback in the following manner.
- a. Customer may challenge a transaction by contacting the Issuer and may raise a chargeback request ("Request").
  - b. Upon reviewing the Request, if the Issuer and the Company determines that the claim is invalid, then the Request will be declined.
  - c. In the event, that the Issuer and the Company validate that an error has occurred, then the Request will be honoured and refund to the Customer/Issuer will be made by the Company.
  - d. When a Request is received by the Company, the same will be intimated to the Merchant. Under such circumstances, the Merchant shall be provided with two (2) options, either to accept or contest the Request. In case of contesting the Request, the Merchant shall submit the proof of product

delivered or service provided, and others related documents as requested by the Company within 7 (seven) days from the date of intimation of chargeback.

- e. Post submission of the evidence by the Merchant, the Company will submit the appropriate response, along with supporting evidence, to the Issuer via the card network.
- f. Basis the response provided by the Company, the Request will be resolved by the Issuer.

## **8. RESOLUTION**

- 8.1 In the event, the Issuer validates the Request and notifies the Acquirer/Company regarding the chargeback. In the event the Merchant rejects the claim, then Acquirer may obtain supporting documents such as transaction data, delivery receipts, communication between card holder and merchant and other relevant data and forward the same to Issuer. If the Issuer finds the Merchant's evidence valid and compelling, it will decline the chargeback request, or else the Merchant has to make payment towards the chargeback amount or in case of refund, within 05 (five) days without any demur or protest, dispute or delay.
- 8.2 The Merchant explicitly agrees that all refunds and chargebacks shall be the sole responsibility of the Merchant and the Company shall not be liable for any claims or disputes which may arise in connection with such refunds or chargebacks to the Merchants.
- 8.3 The Merchant further agrees to indemnify the Company in respect of any claims, disputes, penalties, cost and expenses arising directly or indirectly in relation refunds or chargebacks for all transaction initiated and instructed through the Merchant's policy.
- 8.4 The amount of the refund/adjustment shall include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the customer for postage (if any) that the Customer paid to return product. The Merchant understands that if Merchant's refund policy prohibits returns or is unsatisfactory to the Customers, the Company may still receive a Chargeback relating to the disputed transaction.

## **9. CANCELLATION OF ORDERS / REFUNDS / RETURNS**

- 9.1 In the event of queries related to the cancellation of orders/refunds/returns, the Customer should directly contact the Merchant and follow instructions as specified in the return/refund/cancellation policy of the Merchant.
- 9.2 In the event of failed transaction, orders not generated at the time of transaction on Merchant's website or refund is initiated, then the Customer should get the credit in its bank account within 5 (five) to 7 (seven) business days. In case the Customer has not received the amount, the Customer may contact the Merchant for further details, as the refunds are initiated from Merchant's end.
- 9.3 In the event the Merchant declines to process the refund to the Customer for cases where services/products were not delivered by the Merchant, the Customer may contact the Company/Issuer for resolution on the same.

## **10. REPORTING POTENTIAL FRAUD OR UNAUTHORIZED TRANSACTIONS OR FRAUDULENT MERCHANT**

The Customer can immediately write to the Nodal Officer with respect to the transaction that was not authorized by the Customer or reporting about the fraudulent Merchant with a subject line “**Reporting Fraud**”. The Customer also has an option to raise a chargeback for such unauthorized transaction.

## **11. BEST PRACTICES FOR HASSLE FREE TRANSACTIONS**

As mentioned above, communication with the merchant is the best recourse to prevent disputes. You can also follow these tips to avoid disputes:

- 11.1. Clearly understand the product service description before making a purchase;
- 11.2. Make sure to review the Terms and Conditions, Return, Cancellation and Refund policies on the Merchant website before making a payment;
- 11.3. Follow the seller’s instructions to return your purchase. Remember to keep a copy of your return shipping receipt;
- 11.4. Only enter details on secure Look for an https connection and valid security certificates;
- 11.5. Don’t enter credit card details on suspicious merchant websites as it may be a phishing transaction;
- 11.6. Keep your antivirus software and browsers up to date;
- 11.7. If your item is defective and it is under warranty, you must contact the manufacturer for repair or replacement;
- 11.8. In the event of issues related to bank processing, you should wait for 05 (five) - 07 (seven) business days & check for refund status in your bank statement. In case the refund is not reflecting in your bank account then you may contact us for refund related queries.

## **12. DISPUTE MANAGEMENT SYSTEM (DMS) – OTHER PAYMENT METHODS**

In the event of Disputes pertaining to Net Banking, Wallets, and UPI.

- 12.1 Each Merchant will have a dedicated login, through which they will login and uploaded dispute related data along with uploading necessary document.
- 12.2 Post receipt of such Disputes, the Company will download the data and flag it to relevant Merchants.
- 12.3 Merchants will review the Dispute and accordingly provide feedback to such Disputes.
- 12.4 Basis the Merchant’s feedback, the same will be reviewed by the Company.
- 12.5 In the event of approved cases of the Disputes the Company will refund the amounts to the Customer.

### **13. JURISDICTION**

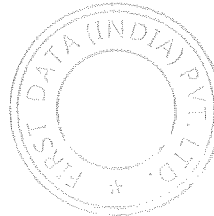
This Policy shall be constructed and governed according to the laws of India and any proceedings or legal actions arising from this Policy shall be addressed exclusively in the competent tribunals/ courts situated in Mumbai, India.

### **14. REVIEW OF THIS POLICY**

This Policy shall be reviewed and updated by the Company as and when required pursuant to material changes to applicable law and/or regulatory requirements to ensure it remains accurate and up to date. In the event of a conflict between the provisions of this Policy and relevant Enactments, the provisions of such Enactments will prevail over the conflicting provisions of this Policy. Further, the relevant provisions of the Enactments will be deemed to be incorporated into this Policy to the extent applicable, and this Policy should be read in conjunction with the provisions of such Enactments. Deviations from the standards/procedures specified in this Policy will be permitted only on written approval of the Board of Directors of Company. For the avoidance of doubt, such approval will not be granted if it results in breach of applicable law including any circular, direction, order, or guidelines issued by the RBI.

### **15. GRIEVANCE OFFICER**

We have appointed a Grievance Officer to address any concerns or grievances that you may have regarding the processing of your personal information. In the event you have any such grievances, please write to our Grievance Officer at [nodal.escalation@fiserv.com](mailto:nodal.escalation@fiserv.com) and our officer will attempt to resolve your issues in a timely manner.



A handwritten signature in black ink, which appears to read "Rishi".