

MERCHANT REFERRAL PROGRAM OFFER

Offer: Registered Merchants with Paytm to share Referral Link with prospective merchants and earn Rs. 75/- per referral.

About the Offer: Selected Paytm Merchants (registered merchants with Paytm) to share a referral link on <https://paytm.com/offer/merchant-referral-program/> page to other non-registered Paytm Merchants i.e. prospective merchants for the purpose of registering such prospective merchants at Paytm and earn Rs.75/- per successful referral.

PART- A TERMS & CONDITIONS:-

1. This Offer is sponsored, organized and administered by One97 Communications Limited, a Company which owns the brand “Paytm” and operates the ‘Paytm Platform’ including URL www.paytm.com, mobile application, Paytm IVR and Paytm WAP and is having its registered office at 1st Floor, Devika Tower, Nehru Place, New Delhi - 110019 and corporate office at B-121, Sector 5, Noida, UP 201301. For clarity and brevity One97 Communications Limited is hereinafter referred to as “**Paytm**”.
2. This Offer is available exclusively for Merchants registered with Paytm to whom Offer has been communicated via different modes by Paytm and applicable across India and not for Customers.
3. The Offer is valid from 17th July 2018 commencing at 00:01 hours and culminates on 31st July 2018 at 23:59 hours (hereinafter referred to as “**Offer Period**”).
4. Registered Merchants at Paytm (hereinafter referred to the “**Referrer**”) shall share a link (hereinafter referred to as the “**Referral Link**”) with prospective merchants who have never been registered with Paytm (hereinafter referred to as the “**Referee**”).
5. The Referral Link at <https://paytm.com/offer/merchant-referral-program/> page shall be shared by the Referrer with the Referee via several modes which are SMS/ Whatsapp etc.
6. The Referee on receipt of a Referral Link shall click the Referral Link and fill in the required details as delineated in the Referral Link for the purpose of being registered as a Merchant with Paytm and download the Paytm merchant QR code.
7. The Referrer shall be entitled to a reward (hereinafter referred to as “**Referral Reward**”) of Rs.75/- on each successful referral completed by the Referee.
8. The criteria for a successful completion of referral is as follows:-
 - a. The Referee should not be registered as a merchant with Paytm.

- b. Both the Referrer and Referee should be using the Paytm App version 7.3 or upgraded/latest version.
 - c. The Referee should accept the payment of Rs.20/- or more by any customer through Paytm merchant QR code and not through mobile number within a period of 30 days of registration as a Merchant by filling up the form/providing details on click of the Referral Link.
 - d. The Referee can be referred by multiple Referrers, but only the 1st Referrer will be considered for the Referral Reward. The eligibility of 1st Referrer shall be determined as and when the Referee clicks the Referral Links shared by him coupled with successful completion of referral amongst many Referrers who have shared the Referral Link with the Referee.
9. Following cases shall not be considered as a successful completion of referral:-
- a. Payment of Rs.20/- or above done by Referrer to Referee.
 - b. Payment done by the Referee from his mobile number on his Paytm merchant QR code.
10. The Referrer is under no restriction to make limited number of referrals in this Offer, however, maximum Referral Reward money that can be earned by the Referrer on share of Referral Links shall be upto a limit of Rs.750/- thereafter which the Referrer shall however, be not entitled to receive Referral Reward of Rs.75/- per successful completion of referral.
11. Sharing of unlimited numbers of Referral Link with the Referee does not guarantee payment of Rs.75/- on per share of Referral Link.
12. The Referral Reward earned by the Referrer on completion of referral will be credited to the Paytm Wallet of Referrer within a period of 48 hours of the fulfillment of entire criteria of successful referral as delineated in Clause 9.
13. This Offer shall not be clubbed/used in conjunction/alongside any prevailing Offer/promotion running on Paytm Platform.
14. No Referral Reward can be redeemed as Cash.
15. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter, modify, stop this Offer or any part thereof pertinent to this T&C at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control without providing any prior notice to Referrer/Referee and the same shall be binding on the Referrers and Referees.

16. Employees of Paytm (including their family members) and of their group companies, affiliate or associate companies, shall not be eligible for any of the Referral Rewards under this Offer. In case it comes to the knowledge of Paytm that any Referrer/Referee is an employee of Paytm or their family member, Paytm reserves the right to forfeit the Referral Reward.
 17. Paytm reserves the right to disqualify any transaction or discontinue promotion any time.
 18. Paytm Wallet T&Cs will apply for Paytm Cash.
 19. Paytm cash will not be processed for non-KYC users. Get your KYC done to receive the Paytm cash. Please ignore if KYC is already done
 20. In cases of fraudulent/suspicious transactions, Paytm solely reserves the right to revoke the Offer.
- * Disclaimer: Paytm cash is a semi closed payment instrument and may be used for the purchase of third party products or may be transferred to the person's bank account.**

PART- B LEGAL TERMS & CONDITIONS

1. The participation in the Offer is open only for the Offer Period for the Indian citizens of 18 years and above of age. Employees of Paytm (including their family members & relatives) and of their affiliate or associate companies, shall not be eligible for any of the Referral Reward under this Offer. In case it comes to the knowledge of Paytm that any Referrer/Referee is an employee of Paytm or their family member or relative, Paytm reserves the right to forfeit the Referral Reward. Further, to participate in Offer the Referrer/Referee needs to have registered account on Paytm.
2. The Referrer/Referee who are residents (permanent/temporary) of any state/union territory within the territory of India shall not be entitled to participate in this Offer, wherever such Offer is prohibited by applicable law.
3. By participating in the Offer, Referrer/Referee consent to the some information available on Paytm platform such as name, score etc. to be communicated to its vendor as required for publication in any media, for the purpose of Referrer/Referee's announcement. Paytm may, at its discretion, choose not to disclose the identity of the selected Referrer(s) to other Referrer/Referee unless expressly mentioned herein. The Referrer/Referee also consent to the information being stored in the servers of Paytm or its service providers

4. Referrer/Referee acknowledge and agree that all copyright and trademarks and all other intellectual property rights in the SMS content, WAP, Mobile application, Website and all material or content related to the Offer shall remain, at all times, owned by Paytm and/or their respective owners. All material and content contained is made available for Referrer/Referee personal and non-commercial use only. Any other use of the material/content on the platform and/ or any information disseminated by SMS or any other means of communication is strictly prohibited.
5. Subject to any applicable laws; (a) All warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed including, but not limited to, meeting of the Referrer/Referee's requirements or aspirations, timeliness, security, the results or reliability of the Offer, delay in sending or receiving the SMS for participating in the Offer, any type of delay by the Referrer/Referee, or the delivery, quality, quantity, fitness for use or non-infringement in respect of any goods, services, benefits or Referral Reward/gratification/awards acquired or obtained through the Offer or any transactions effected through the Offer; (b) The Referrer/Referee expressly agree that his/her participation in the Offer is at his/her sole risk and is governed by the T&C herein; and (c) No advice or information whether by representations, oral, written or pictorial derived from the platforms including but not limited to websites/ SMS, shall be construed to mean the giving of any warranty of any kind.
6. The Referral Reward(s) under this Offer are neither assignable nor transferable under any circumstance, unless specifically provided hereunder. All the Referral Rewards shall be subject to such other T&C as may be applicable to specific Referral Reward and shall have to be duly complied with by the Referrer/Referee(s).
7. The Referral Reward(s) to the Referrer(s) shall be given subject to compliance with all applicable statutory legislations, processes and formalities in connection with the Referral Reward(s) and on production of all such documents/papers as may be required by Paytm before accepting the delivery of the Referral Reward. Any failure on the part of the Referrer/Referee(s) to comply with directions issued by Paytm for claim of Referral Reward shall entitle Paytm to forfeit the Referral Reward(s) or roll the Referral Reward over to the next eligible Referrer/Referee(s), at their sole discretion.
8. Any Referrer/Referee providing any incorrect information or concealing/withholding any information from Paytm with intent to participate and/or be chosen as the Referrer/Referee(s) of the Offer will automatically be disqualified from participating in it and being chosen as the Referrer/Referee(s) of the different categories of Referral Reward.

Such act of providing incorrect information or concealing/withholding any information, including without limitation incorrect declaration of information relating to name, age, identity, address, mobile connection of Operator number, domicile etc., by the Referrer/Referee or dispute with the Paytm Platform, shall entitle Paytm to disqualify him/her without any further intimation. Paytm reserves its right to take appropriate legal action against any Referrer/Referee involved in illegal/unauthorized activity.

9. The Referrer/Referee shall indemnify and keep indemnified Paytm and their officers, directors, employees, customers, and affiliates harmless from and against any and all claims, losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which Paytm may incur, pay or become responsible as sponsor/organizer/facilitator as a result of (i) breach or alleged breach of the representations or obligations by the Referrer/Referee under the T&C hereunder; (ii) any failure by the Referrer/Referee to comply with applicable law and (iii) any third party claim in respect of misuse of any information of a third party by the Referrer/Referee. Paytm shall have the right to defend themselves, pursuant to this clause, at the cost of the Referrer/Referee. Paytm or their respective affiliates shall not be responsible for any direct, indirect, incidental, special, punitive or consequential damages, including loss of profits, incurred by the Referrer/Referee(s) or any third party, in connection with the Offer. It is expressly provided that transaction shall be between Referrer & Paytm only.
10. The Referrer/Referee(s) hereby irrevocably authorize Paytm to use the data/information gathered during and/or after the Offer in respect of the Referrer/Referee (including but not limited to name and photograph) in any of its communications including marketing promotions and advertisements. By participating in the Offer, Referrer/Referee(s) confirms to waive the applicability of rules and regulations of the National Do Not Call Registry and agrees to receive updates and promotional messages / SMS / Email / Call for current and future Offers from Paytm.
11. This Offer is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, act of God, change of laws or any circumstance beyond the reasonable control of Paytm ("Force Majeure Event"). Paytm shall not be liable for any delay or adverse effect caused to this Offer there under as a result of a Force Majeure Event. Paytm shall intimate the suspension of Offer caused as a result of such Force Majeure Event to the Referrer/Referee within reasonable time.

12. Paytm reserves all the rights to Offer any amount/coupon/voucher/any other Referral Reward equivalent to the cost of the Referral Reward.
13. This Offer is subject to guidelines/ directions issued by any applicable competent authority from time to time.
14. This Offer is designed/sourced by Paytm, are as per their best of efforts. In case there is any discrepancy or dispute regarding the Offer, the decision by Paytm shall be final and neither Paytm nor any third party shall have any liability towards any Referrer/Referee. No queries/complaints whatsoever in this regard will be entertained.
15. Paytm reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this Offer or any part thereof, the T&C and Referral Reward at their sole discretion at any time during its validity as may be required including in view of business exigencies and/or changes by a regulatory authority and/or statutory changes and/or any reasons beyond their control without providing any prior notice to Referrer/Referee and the same shall be binding on the Referrer/Referee.
16. Failure by Paytm to enforce any of their rights at any stage does not constitute a waiver of those rights. Further, Paytm may assign any of its rights within the Offer to any party without prior intimation to Referrer/Referee.
17. Paytm does not make any commitment, express or implied to respond to any feedback, suggestion and/or queries of the Referrer/Referee.
18. Referral Reward(s) as explained in Part-A Clause 13 of this T&C shall be credited to the Paytm Wallet of Referrer within a period of 48 hours of the fulfillment of entire criteria of successful referral as delineated in Clause 9 on sole discretion of Paytm.
19. The Referrer/Referee understand and agree that Paytm its owners and affiliates, shall not be liable for any loss or damage whatsoever that may be suffered, or for any personal loss or injury that may be suffered (including loss of life), to a Referrer/Referee and/or any third party, directly or indirectly, by use or non-use of the Referral Reward.
20. Apart from the entitlement to the Referral Reward, the Referrer/Referee or their legal heirs/successors/ representative will have no other rights or claims against Paytm, its owners/organizers/sponsors and affiliates. Notwithstanding anything, in case of any dispute, maximum aggregate liability of Paytm, shall not exceed value of the concerned Referral Reward mentioned under Part-A of this T&C.

21. The Referrer/Referee (s) understand and agree that acceptance of the Referral Reward by them, constitutes grant of permission to the facilitators to click photographs of the Referrer/Referee and use the Referrer/Referee's names, photograph, preferences (likes and dislikes), voice and comments for advertising and promotional purposes in any media worldwide, only for the purposes of advertising and trade without any additional compensation whatsoever to the Referrer/Referee. The Referrer/Referee hereby provides his/her irrevocable consent for sharing/submission of his/her personal information to Paytm, and subsequent use by Paytm of such information for lawful purposes as per its discretion.
22. Post Referrer/Referee (s) declaration and completion of their announcement and further process as the case may be if Paytm finds that the declared Referrer/Referee(s) are erroneous then Paytm reserves the right to declare the correct Referrer/Referee(s) again (as per the T&C) and cancel the Referral Reward of Referrer(s) declared earlier and the same decision of Paytm shall not be challenged by any erroneously selected Referrer(s).
23. Paytm shall not be responsible for any claims from any Referrer/Referee(s) or any third party arising out of any failure(s) which is beyond the reasonable control of the Paytm. Without limiting the generality of the foregoing, Paytm shall not be responsible for any claims arising out of technical failures before, during or after the completion of the Offer including but not limited to any technical failures in the mobile/device/computer/laptop connectivity, delay in sending or receiving the SMS for participating in the Offer, any type of delay , any action that has been initiated, actioned or completed through his/her mobile phones/device/computer/laptop, failure of servers or any type of failures arising out of technical snags or resultant inability of the Referrer/Referee(s).
24. The Referrer/Referee hereby agree and undertake not to hold Paytm and/or any of their group entities or affiliates, their respective directors, officers, employees, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses, either direct or indirect or remote that they may/might have suffered, sustained or incurred, or claim to suffer, sustain or incur, by way of and /or on account of this Offer.
25. Any dispute arising out of this Offer's T&C shall first be attempted to be resolved amicably through negotiations. In the event, amicable settlement fails, the dispute shall be referred to Mediation. The venue of Mediation shall be at Delhi only.
26. This Offer and T&C are subject to Indian law and the exclusive jurisdiction of the Courts in Delhi.

