

## Terms and Conditions

### **A. PREFACE:**

1. Merchant Payments Alliance of India (MPAI) brings together like-minded merchants with an interest in deepening the digital payments ecosystem. The purpose of its creation is to ensure that merchants are clearly and adequately able to contribute to the growth of India's burgeoning digital economy through thought leadership in public interest.
2. The "MPAI" means the Merchant Payments Alliance of India which includes the Secretariat and its Members.

### **B. DEFINITIONS AND INTERPRETATION**

Unless it is inconsistent with the subject or context in which it is used:

1. "Chairperson" shall mean the Member as set out under clause H(1)(b).
2. "Co-chairperson" shall mean the Member as set out in clause H(1)(b).
3. "Constitutional Documents" include the MPAI Charter, and these Terms and Conditions.
4. "General Body" shall consist of all the Members of MPAI, unless decided otherwise by the General Body, that are not disqualified by any prior voting of the Merchant Council and that are not in arrears at the time of the meeting of the General Body.
5. "Intellectual Property Rights" shall mean any and all rights in patents, trademarks, copyrights, and designs pertaining to symbols, names, images, logo, course content, product, material, software, design, digital or non-digital material, or other words created as a consequence of the implementation of objects of MPAI and all other intellectual property rights and equivalent and similar forms of protection, whether registered or unregistered, as well as the applications for registration and the right to apply for registration of any these rights, in all cases which are used or owned by MPAI.
6. "Member" shall mean a Merchant whose application for membership to MPAI has been approved by the Merchant Council and who has paid the applicable membership fees (save in the case of bronze members). The expression shall include any principal on whose behalf the joining application is completed.
7. "Merchant Council" shall mean the body constituted under Constitutional Documents and which shall be the apex decision-making body responsible for overall administration and management of MPAI.
8. "Merchant(s)" shall mean firm, company, organization, or business that offers goods or services (including digital goods or services) or leverage digital payments to supply its products or services.

9. “**Secretariat**” shall mean the Koan Advisory Group office/its representatives entrusted with assisting the Merchant Council in clerical and administrative duties, maintaining records, and overseeing or performing secretarial duties for MPAI.

**C. MEMBERSHIP ELIGIBILITY**

1. Membership of MPAI is only available to Merchants and FinTech’s involved in business to consumer operations.
2. A Merchant may become a member by applying for membership, and subject to the application for membership receiving approval of the Merchant Council. The membership shall be effective from the grant of such approval.
3. Membership of MPAI is governed by the Constitutional Documents as such documents may be modified, amended, or superseded in the future from time to time.
4. By applying for membership, the Member acknowledges that it has been supplied with the current Constitutional Documents.
5. Non-member associations and thought leaders can be invited by Members, as approved by the Merchant Council, to partner with MPAI and participate in the meetings of the Merchant Council as:
  - a. *Advisors* – honorary membership for eminent individuals who lend credibility and guidance to the Group's policy objectives and strategies; and,
  - b. *Affiliates* - honorary membership for organizations with whom MPAI can engage collaboratively on educational, outreach, and capacity-building events on an ad-hoc basis.
6. **Bronze Membership:**

In line with MPAI’s mission of being a representative voice of the merchant community, a special category of membership – Bronze Membership, shall be available for start-up enterprises.

  - a. Eligibility: Bronze Membership to MPAI shall be open to start-up enterprises which meet the following criteria:
    - (i) entities which are private limited companies or registered as a partnership firm or a limited liability partnership.
    - (ii) entities having annual turnover not exceeding INR 100 crore for any of the financial years since incorporation/registration.
    - (iii) entities which are not formed by splitting up or reconstruction of a business already in existence.
  - b. Bronze Members must meet the above criteria cumulatively. In case a Bronze Member fails to provide notice for a period of 30 days upon exceeding the eligibility thresholds, such Bronze Member shall be deemed to be a Silver Member from the

date of exceeding the eligibility thresholds, and all corresponding rights. and obligations of Silver Members shall automatically apply to such Bronze Member.

#### **D. TYPES OF MEMBERSHIP**

The terms and conditions set out here relate to the following MPAI Member types:

- Platinum Membership
- Gold Membership
- Silver Membership
- Bronze Membership

##### **1. Rights and Privileges**

<b>Membership Types/Privilege</b>	<b>Platinum</b>	<b>Gold</b>	<b>Silver</b>	<b>Bronze</b>
Access to General Body Meetings	✓	✓	✓	X
Nominate and get elected for Merchant council	✓ (50% reservation)	✓	X	X
Regulatory Outreach	✓	✓ (For Members that are part of the Merchant Council or specific committees)	X	X
Voting rights	✓	✓	X	X
Participate and oversight in technical committees	✓	✓	✓	X
Participation in bespoke 'invitation only' briefings, workshops	✓	✓	✓	✓
Opportunity to speak at events (some may require additional sponsorship)	✓	✓	✓	✓

Participation in events, workshops organized by MPAI	✓	✓	✓	✓
Propose and participate in special interest groups or issue-based committees	✓	✓	✓ (upon nomination by the Merchant Council)	X
Access to the knowledge services (publications, newsletters, etc.)	✓	✓	✓	✓

## 2. Duties

- a. Members shall provide MPAI with only accurate and current information as and when needed or exchanged during its course of services.
- b. A Member cannot use their position as a Member of MPAI to give out any numbers/statements/ figures or inputs on behalf of MPAI to media or any authority.
- c. Members must abide by all the Terms and Conditions herein, besides complying with the statutory prescriptions.
- d. If any actual or potential conflict of interest arises, the Member shall immediately inform the Merchant Council in writing of such conflict and abide by conditions specified under the conflict-of-interest clause (clause I (2)) specified under these Terms and Conditions.
- e. All Members must abide by the confidentiality clause (clause I (1)) specified under these Terms and Conditions.

## 3. Termination of membership

- a. Membership is considered terminated in the following cases:
  - (i) In case of a firm, if it is dissolved or adjudged insolvent or the partners are convicted of offence involving moral turpitude.
  - (ii) In the case of a company, if it is wound up.
  - (iii) If a Member fails to comply with decision or decisions of the Merchant Council taken in the larger interest of the Members, after giving a notice of 30 days and an opportunity of being heard.
  - (iv) If a Member fails to pay their membership fees or dues.
- b. The Member will not be entitled to any refund of any previously paid fees, or any other such sums as may have been paid till date of termination by the Member.

- c. Members shall be given an opportunity to be heard, before the Merchant Council takes the decision to terminate the membership.
- d. The decision to terminate the membership of a member will be taken by the Merchant Council by three-fourth majority.
- e. Members may, at any time, cancel their own membership by choice, by serving a notice in writing. The termination of membership will take place with effect on the day the notice is served.

**E. Payment Terms:**

**1. Membership Fees:**

- a. Membership fees are payable as follows:

Type of Membership	Annual Membership Fee exclusive of applicable taxes
Platinum Members	INR 12,00,000
Gold Members	INR 6,00,000
Silver Members	INR 1,00,000
Bronze Members	NA

- b. The Annual Membership Fee is utilized on a best effort basis and MPAI's Secretariat may raise funds for events and activities from the Members or other external entities on a need basis.

**2. Conditions:**

- a. Instalments of a maximum of four are allowed only for Platinum and Gold Members.

Timeline	Due (First Instalment)	Subsequent Instalments
Annual	Full Fees within 30 days of date of joining as a member	NA
Half-Yearly	50% within 30 days of date of joining as a member	Remaining 50% after completion of 180 days of date of joining
Quarterly	25% within 30 days of date of joining as a member	25% after completion of 0 days, 180 days, and 270 days of date of joining as a member

- b. Failure to pay dues will be deemed as a breach of contract under these Terms and Conditions and will result in the suspension of membership. If the

Member is unable to pay the dues within 30 days of it becoming due, the membership shall be terminated.

- c. Members' annual subscription is automatically renewed as is due upon the Members' anniversary date unless a written notice stating to terminate is served as per clause D (3)(e).
- d. Any changes to the membership rules shall be taken by three fourth majority of the Merchant Council.

## **F. SECRETARIAT**

1. MPAI will have a dedicated Secretariat for administrative purposes and to support MPAI's external outreach.
2. The Secretariat will perform the following functions:
  - a. Administration and general management of MPAI.
  - b. Prepare and maintain accounts and other relevant records and annual statements of accounts.
  - c. Engage vendors, experts or consultants or any person or persons as may be required.
  - d. External communications including media communications to be authorized by the Merchant Council.
  - e. Provide administrative support to MPAI, pursuant to approval of the Merchant Council, on any legal proceedings against the alliance.
  - f. Create and maintain website related to the alliance.
  - g. Organize and drive participation from Members, at periodic meetings of the Merchant Council, the General Body, and technical committee meetings.
  - h. Organize virtual or in-person conferences on relevant stakeholder matters.
  - i. Drive education sessions as well as customer awareness campaigns.
  - j. Draft responses to consultation papers and coordinate industry responses to the same, create reports and develop position papers.
  - k. Orchestrate attendance and represent the alliance before Government regulatory and standards bodies.
  - l. Manage PR exercises, and news articles on behalf of the alliance.
  - m. Support conceptualization and drive thought leadership in events/ projects supported by the alliance.

- n. Track and disseminate communications for internal and external consumption on important policy developments.
- o. Serve as a single point of contact for the alliance for communications on a regular basis.
- p. Table before the Merchant Council all books of accounts on demand.

## **G. GENERAL BODY**

### **1. General Body Meetings:**

- a. The General Body meetings shall be held at least once every year.
- b. Minimum fifteen days' notice shall be given to the Members, before the date of the General Body meeting.
- c. The quorum of the General Body meeting shall be two-thirds of the total strength of the General Body.
- d. An urgent meeting of the General Body can be requisitioned when half of the existing Members of the General Body, give a notice to the Chairperson of Merchant Council in writing specifying the agenda for the meeting. Further none of the matters shall be considered at such an urgent General Body meeting without the representation of the Members of the Merchant Council at such meeting.

- 2. Voting procedure:** Voting shall be by secret ballot (email) and shall follow the method of one Member one vote. In case of a tie, the Chair and Co-Chair shall take a call.

### **3. Functions of General Body:**

The General Body shall have the following powers, duty, and functions to perform:

- a. To receive, consider and adopt the annual report and statement of accounts for the previous year.
- b. Termination of membership according to these Terms and Conditions.
- c. Such other business that is required to be done by the General Body as decided time to time.

### **4. Rights and privileges of Members of General Body:**

Subject to the membership category and if there is no outstanding membership fee or part thereof, or any other sums due to be paid by a Member, every Member of the General Body:

- a. shall have the right to give their considered views/opinion to the General Body which may help in furtherance of the objects of MPAI and its smooth functioning.
- b. shall have the right to receive information and exchange of information of mutual interest, subject to the laws applicable.
- c. shall have the right to attend the General body meeting(s), provided there are no outstanding dues against them.
- d. may set agenda for the General Body meetings.
- e. may introduce or second an appropriate Member's name for election to the Merchant Council; and,
- f. shall have the voting right at the General Body meeting and authority to participate in the election to the Merchant Council of MPAI.

## **H. MERCHANT COUNCIL**

### **1. Appointment to the Merchant Council:**

- a. The Merchant Council will have a minimum of 3 and a maximum of 9 Members. Minimum 50 percent of the Merchant Council will be reserved for Platinum Members. The rest of the Members can be from a pool of self-nominated Platinum and Gold Members or based on nominations from the General Body.
- b. The Merchant Council will have a Chairperson and Co-chairperson to help lead the broader agenda and liaise with external stakeholders, supported by the Secretariat and issue-specific committee Members.

### **2. Functions of the Merchant Council:**

- a. MPAI will have a Merchant Council that will act as the apex decision making body, provide administrative oversight, provide and process Member approvals, and ensure the availability of financial resources for the Secretariat.
- b. The Merchant Council will also be responsible to approve any agenda items for General Body meetings, regulatory outreach, PR items, news articles, and social media posts which go out on behalf of the alliance.
- c. The Chairperson and Co-chairperson of Merchant Council shall:
  - (i) Preside over all the meetings of the Merchant Council and ensure that the meetings are run in an orderly manner.
  - (ii) Be responsible for convening the meetings, responding to all communication, allocation of work, representing MPAI at local, regional, national, and international events, supported by the Secretariat.
  - (iii) Maintain the profile and reputation of the Merchant Council with internal and external stakeholders.



- (iv) Nominate Members to engage with the government and other relevant stakeholders.
  - (v) Attend relevant functions in their capacity.
  - (vi) Encourage Merchants to join MPAI as Members.
- d. The Merchant Council will sign off on any specific committees, including but not limited to, for a specific industry or a specific purpose/ regulation.
  - e. All administrative and financial matters linked to the functions of the Secretariat, General Body, Chairperson, and Co-chairperson to be brought to the attention of the Merchant Council.
  - f. All financial books shall be tabled before the Merchant Council for its oversight.

### **3. Voting/ Decision Making by Merchant Council:**

- a. Merchant Council Decisions: Decisions will be taken by the Merchant Council by a simple majority. Voting will be by secret ballot (email), and shall follow the method of one vote by one Member.
- b. Election of Chairperson and Co-chairpersons of the Merchant Council: Elections to Chairperson and Co-chairpersons of the Merchant Council will be among self-nominated Members based on three-fourths majority of the Merchant Council and will hold positions for a period of twelve (12) months.
- c. Constitutional Documents: Changes to Constitutional Documents shall be made by two-thirds majority of Members of Merchant Council present and voting.
- d. Membership Rules: Changes to membership rules shall be made by three fourth majority of Merchant Council present and voting.
- e. Quorum: The quorum of the Merchant Council meeting shall be two thirds of the total strength of the Merchant Council, including all Members present in person, through video conference or other similar modes or proxy.

### **4. Committees**

- a. The Merchant Council may constitute a committee to consider and report on specific matters. The Committee will cease to exist when the task assigned to it is finished.
- b. The Issue-based committees' Members will include nominated Platinum, and Gold Members, as is decided by the Merchant Council. The Merchant Council may, from time to time, also nominate Silver Members to join in specific committees.
- c. Members of the Committee can invite external experts to participate in the Committee in deliberations of the Committee.

- d. The minutes and recommendations of the concerned Sub-committee shall be placed with the Merchant Council for final approval and decision.

## **I. MISCELLANEOUS:**

### **1. Confidentiality:**

- a. “**Confidential Information**” means all non-public information disclosed by or relating to MPAI and any Members of MPAI that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information shall include, without limitation:
  - (i) all non-public information relating to MPAI's or any of its members' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; and
  - (ii) all third-party information that MPAI or any of its members is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports, compilations, summaries, abstracts, modifications, translations, enhancements, adaptations, and computer programs, or maybe in the nature of unwritten knowledge.
- b. Members agree to hold and treat all the Confidential Information of MPAI as secretively as possible.
- c. MPAI shall not use any information that the Member has stated in writing to be confidential.
- d. The Members shall:
  - (i) not use Confidential Information disclosed for any other purpose than for the authorized purpose.
  - (ii) protect Confidential Information against disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects Confidential Information of its own; and,
  - (iii) limit the circulation of the Confidential Information disclosed by MPAI to the authorized representative of the Member as need to know in connection with the authorized purpose.
- e. Confidential Information may be disclosed as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Member:
  - (i) gives MPAI prior written notice sufficient to allow Secretariat or any of the Members to seek a protective order or other appropriate remedies;
  - (ii) discloses only such information as is required by the governmental entity; and
  - (iii) uses commercially reasonable efforts and lawful means to obtain confidential treatment for any Confidential Information so disclosed and minimize the extent of such disclosure.

- f. Members' obligation hereunder for each item of Confidential Information shall survive termination of a membership and winding up of MPAI. These obligations shall continue for a period of five (5) years after either event, whichever is earlier.

## **2. Conflict of Interest:**

- a. All Members will not act in such a way that could be reasonably considered to undermine the interests of MPAI.
- b. MPAI recognizes that there may be instances where a Member may appear to have a conflict of interest if that Member has a business or personal interest that is related to an interest of MPAI. To ensure independence and transparency, such Member(s) may be asked to abstain from discussion or vote on the related issue.
- c. To identify conflict of interest, it shall be the continuing responsibility of every Member to scrutinize their own activities and other business interests and relationships for potential conflicts and to immediately make such disclosures known to the Merchant Council in writing whenever they identify such a conflict of interest.
- d. The following list outlines instances that should be considered a potential conflict of interest. Some examples of instances that should be disclosed include:
  - (i) Members who besides being a Merchant also provide services in payment aggregator, or payment gateway, etc.
  - (ii) Members who have announced their decision to operate as a payment aggregator, or payment gateway, etc.

## **3. Intellectual Property Rights:**

- a. Members agree and acknowledge that except for the rights expressly provided by these Terms and Conditions, they will neither grant nor receive Intellectual Property Rights or any rights under any patents by reason of being a Member of MPAI.
- b. Knowledge products including but not limited to newsletters, issue briefs, reports and industry updates created by MPAI are covered under the Creative Commons License – [CC BY](#). The knowledge products are intended to be used in the best interest of MPAI by giving appropriate credit to the creator.

## **4. Logos and use of the brand**

- a. Members grant MPAI a nonexclusive, non-assignable and non-transferable limited license to use their name and logo on MPAI's website and on related materials, solely to indicate membership in MPAI. MPAI agrees that Members' name and logo may not be otherwise used, copied, reproduced or altered in any manner.

- b. MPAI's use of a member's brand should be subject to the Member's approval, limited to the term of their membership, applicable to their level of membership and no more or less prominent than the use of other Members' brands within this level of membership.
- c. During the term of the Membership, Secretariat grants Members a nonexclusive, non-assignable and non-transferable limited license to use MPAI's trademark and logo ("MPAI Logo") for the limited purpose of conveying notice of Member's membership in MPAI. Members agree that MPAI trademark and logo may not be otherwise used, copied, reproduced, or altered in any manner.
- d. Upon any termination, expiration, cancellation, or suspension of Member's membership or the Term of this Agreement, Member shall discontinue all use of the MPAI Logo.
- e. Secretariat has an absolute right to terminate, cancel, suspend or withdraw a member's limited license as granted in 4(c) at any time.
- f. The MPAI Logo may not be used in any way to represent approval by MPAI of the content of media without prior written permission of MPAI. A copy of any proposed media must accompany all permission requests.

## **5. Warranties**

- a. MPAI makes no warranty whatsoever with respect to any services or obligations arising under these Terms and Conditions, including any
  - (i) warranty of fitness for a particular purpose,
  - (ii) warranty against infringement of Intellectual Property rights of a third party.

## **6. Governing law**

- a. These Terms and Conditions are governed by Indian Laws. For any dispute arising within MPAI, the place of Jurisdiction will be New Delhi.