



Merchant Onboarding – Terms and Conditions

Toucan Payments Pvt. Ltd.

This document outlines the terms and conditions ("Agreement") applicable to merchants ("Merchant") onboarding with Toucan Payments Pvt. Ltd. ("Toucan", "we", "us", or "our"). These terms govern the Merchant's use of payment services provided by Toucan as a Payment Service Provider (PSP).

1. Eligibility and Onboarding Requirements

- 1.1 The Merchant must be a legally registered business entity authorized to operate in the relevant jurisdiction.
- 1.2 The Merchant agrees to provide valid and verifiable documents including PAN, GST, bank details, address proof, and business registration during onboarding.
- 1.3 The Merchant must not be engaged in any illegal or restricted activities as per local laws or Toucan's acceptable use policy.

2. KYC and Compliance

- 2.1 The Merchant consents to Toucan performing Know Your Customer (KYC) and Anti-Money Laundering (AML) checks as required by applicable regulations.
- 2.2 Toucan reserves the right to reject or suspend the Merchant's onboarding in case of incomplete, incorrect, or suspicious documentation.

3. Use of Services

- 3.1 The Merchant shall use Toucan's payment services solely for the lawful sale of goods or services.
- 3.2 The Merchant agrees not to misuse, manipulate, or attempt to circumvent any of Toucan's systems or compliance controls.

- 3.3 The Merchant shall clearly disclose refund, return, and cancellation policies to customers.

4. Settlement and Fees

- 4.1 Toucan will settle collected payments to the Merchant's verified bank account as per the agreed payout cycle (e.g., T+1, T+2).
- 4.2 Standard MDR (Merchant Discount Rate) or applicable transaction fees shall be deducted prior to settlement.
- 4.3 All applicable taxes will be borne by the Merchant.

5. Chargebacks and Disputes

- 5.1 The Merchant agrees to cooperate in case of any customer dispute or chargeback.
- 5.2 If a chargeback is successful, the Merchant agrees to reimburse the full transaction amount and any applicable penalties.

6. Data Privacy & Security

- 6.1 The Merchant shall not store sensitive customer payment data such as card details, OTPs, or CVV unless permitted under applicable data protection laws.
- 6.2 Toucan implements industry-standard security protocols, including PCI DSS compliance, and the Merchant must ensure similar levels of security on their platform.

7. Termination

- 7.1 Either party may terminate this Agreement by providing thirty (30) days' written notice.
- 7.2 Toucan reserves the right to immediately suspend or terminate services in case of fraud, breach of law, or violation of these terms.

8. Limitation of Liability

- 8.1 Toucan shall not be liable for indirect, incidental, or consequential damages.
- 8.2 Liability is limited to the total service fees paid by the Merchant in the preceding one-month period.

9. Governing Law and Jurisdiction

- 9.1 This Agreement shall be governed by the laws of RBI through the Payment and Settlement Systems Act, 2007.
- 9.2 Any disputes shall be subject to the exclusive jurisdiction of the courts located in Mumbai.

10. Acceptance

- By onboarding with Toucan Payments and completing the merchant registration, the Merchant confirms they have read, understood, and accepted these terms and conditions.