PERKS

Business Terms & Conditions

Effective 29 September 2026 · Operated by PERKS · Contact: perk.headquarters@gmail.com

These Terms apply to merchants and authorised staff using PERKS Business.

1. Scope

These Business Terms & Conditions ("Terms") apply to merchants and their authorised owners, managers and staff (together, "you" or the "Merchant") using PERKS Business to operate a digital loyalty program. They apply together with the Merchant Terms Summary, the Subscription & Refund Policy, the Privacy Policy and the Cookie Policy.

2. Your merchant account

You are responsible for the accuracy of your business information (including legal name, GST number and registered address where provided), for the security of your account and staff credentials, for your store configuration, and for all loyalty rules, reward conditions and activity carried out through your authorised staff accounts. Access within your account is role-based (owner, manager, cashier); you are responsible for assigning roles appropriately and removing access promptly when a staff member leaves.

3. Your loyalty program

You determine your own stamp count, reward, offer, minimum-purchase, expiry and redemption rules within the tools PERKS provides. You are responsible for honouring a valid reward presented by an eligible customer under your own published conditions. PERKS provides the underlying technology (card records, stamp counters, redemption validation) but does not set, and is not a party to, your program's commercial terms with your customers.

4. Tap Terminal, Audio Tap and Stamp QR

PERKS provides technical tools for digital customer identification and loyalty redemption, including Audio Tap (a short audio code exchanged between devices) and a fixed Stamp QR code you may display at the counter. Every redemption is validated server-side: codes are single-use, time-limited, and checked against your own merchant records, so a code cannot be redeemed twice or at a different business.

Where you enable approval for Stamp QR scans, a customer's scan creates a pending request that a staff member must approve or decline before a stamp or reward is granted; PERKS is not responsible for a stamp granted or withheld as a result of a staff member's approval decision.

5. Staff, PINs and security

You must keep staff access, PINs and login credentials confidential, and must promptly disable access for staff who leave or should no longer have it. PINs are stored by PERKS only in securely hashed form and are never visible to PERKS staff or to other merchants. High-value reward redemptions may require a manager-level PIN override; you are responsible for who holds that PIN.

6. Subscriptions and billing

Use of PERKS Business beyond any free tier requires a paid subscription. Billing, renewal and refund terms are set out in the Subscription & Refund Policy, which forms part of these Terms.

7. Prohibited use

You must not use the platform for fraud, deceptive offers, unauthorised access to another merchant's or customer's data, unlawful communications, manipulation of loyalty records (including granting stamps for interactions that did not occur), or any activity that compromises the security of PERKS or its users.

8. Customer data and your own obligations

You are responsible for your own lawful use of customer data and communications within your control — for example, if you export a customer list or contact customers outside the app, you take on the obligations of a data controller/fiduciary for that use. PERKS processes platform data as described in the Privacy Policy and remains the fiduciary for data processed through the Services themselves.

9. Reviews shown on your program

Where you enable customer reviews, you may configure whether a review grants a bonus stamp, and whether that applies to every review or only a customer's first review. You may not require a positive review as a condition of any benefit, and may not solicit reviews in a manner that violates applicable consumer-protection or platform-integrity rules.

10. Suspension and termination

PERKS may restrict or suspend access where reasonably necessary for security, non-payment, abuse, unlawful activity, or material breach of these Terms, and will where practical give notice and an opportunity to remedy the issue first. You may close your merchant account at any time; outstanding subscription obligations under the Subscription & Refund Policy continue to apply.

11. Liability

To the extent permitted by law, PERKS provides the Services on an "as is" and "as available" basis. PERKS is not liable for your failure to honour your own program's terms, for losses arising from your failure to secure staff credentials, or for indirect or consequential losses. Nothing in these Terms limits liability that cannot lawfully be limited.

12. Governing law

These Terms are governed by the laws of India, and the courts at the location of PERKS' registered office shall have exclusive jurisdiction.

13. Acceptance

Continued use of PERKS Business after accepting these Terms constitutes acceptance of these Business Terms, the Merchant Terms Summary, the Subscription & Refund Policy, the Privacy Policy, the Cookie Policy and any related conditions we notify you of.

This document is a practical, product-accurate policy drafted to reflect how PERKS actually works today. It is provided for operational and informational purposes and is not a substitute for legal advice. It should be reviewed and adapted by qualified Indian legal counsel — with reference to the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and its rules, and any sector-specific requirements — before being relied upon as a final, binding legal document.