

Terms and Conditions for Bill Payment Services

Definitions

"Auto Pay" means an automatic debit instruction to make payment for the Utility /Services used/ availed by the Customer for the entire amount or the amount specified by the Customer

"Account" means the savings or current account (as the case may be) maintained with the Bank which shall be used for making Payment towards the Utilities and which shall be debited as per the Payment Instructions received by the Bank.

"Bank" shall mean Ujjivan Small Finance Bank limited, a company incorporated under the Companies Act, 2013, having its registered office at Plot No. 2364/8, Khampur Raya Village, Shadi Kampur, Main Patel Road, New Delhi 110008, India and head office at Grape Garden, No.27, 3rd 'A' Cross, 18th Main, 6th Block, Koramangala, Bengaluru 560095, India

"Billing Company" means various merchants /service providers, with whom the Bank independently or through a Service Provider has entered into a Collection arrangement to enable the Customers to make the payment of their Utility Bills /insurance premium/ subscriptions/Recharge by making Payment Instructions to the Bank.

"Customer" means a resident of India who is the sole or Joint Holder of an Account with the Bank, and who has accepted these Terms and Conditions and who wishes to make payment of his or her Bills for the Utilities through the Bank.

"Due Date" means the date on which the payment for the Utilities/Services becomes due as determined by the Billing Company (ies).

"Effective Date" means 10 (ten) days prior to the Due Date or the date specified by the Customer for effecting Auto Pay.

"Payment" means the payments that the Customer is required to make for the Utilities / services used / availed of / to be used / availed of by the Customer or for making Recharge, which payment the Customer intends to make by using this Service through charge / debit to the Customer's Account

"Payment Instructions" shall mean the instructions relating to and/or in respect of and/or pursuant to Payment of Utilities/Services or Recharge received by Bank from Customer thereby authorizing Bank to register the Customer for Bill Pay Services or/and to make payments from the Account.

"Service Provider(s)" shall mean any entity appointed by Bank under a principal-to principal contract to provide any service related to the Bill Payment facility provided by the Bank to its customers on a contract for services.

"Terms and Conditions" means these terms and conditions and any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. Terms and Conditions are subject to change at the sole discretion of the Bank.

"Utilities/Services" shall mean the goods, utilities and services offered by Billing Company which the Customer may avail of and/or make Payment for, as the case may be and which are under the purview of Bill Payments Services, either directly or through Service Provider(s).

"Recharge" will allow customers to do a top up for prepaid mobile phone or DTH service instantly anytime from anywhere and the payment of which is directly debited from the Customer's Bank Account.

"Website" means the website presently with the domain name <https://www.ujjivansfb.in/> owned and controlled by the Bank

Applicability

These Terms and Conditions apply for the Bill Payments Services offered by the Bank to the Customer to enable the Customer to make Payments towards Utilities / Services and Recharge through internet banking and mobile banking platforms and the Customer authorizes the Bank upon receiving Payment Instructions from the Customer to make payment bills towards the Utilities/ Services and Recharge by debiting the Customer's Account.

Responsibilities of the Customer

1. The Customer agrees that he / she would enter the details pertaining to the bills towards Utilities/Services and/or Recharge correctly in the designated fields on the webpage to which he/she will be directed on submission of Billing Company's name and location. If information is entered incorrectly by the Customer it will not be the responsibility of the Bank, and any further disputes shall be settled directly between the Billing Company and the Customer.
2. Customer agrees that in case of any change in his or her identification details, like address, phone no. etc., it is his or her responsibility to register/inform the changes to the Bank immediately. Customer also agrees that any dispute on bill details will be settled directly by him or her with the Billing Company and further agrees that in no case whatsoever shall the Bank be made a party to any dispute/ litigation arising in this regard. Customer also understands that the Bank shall not be responsible or liable for not effecting the payment due to incomplete, inaccurate or delayed submission of details by the Customer.
3. The Customer acknowledges and confirms that the Customer does not have any objection whatsoever to the Billing Company providing the billing details and/or Information to the Bank for effecting the Bill Payments Services and the Bank shall not be held liable for any loss or damage of any nature that the Customer may incur/suffer in the event such billing details and/or information turns out to be inaccurate/ incorrect.
4. The Customer acknowledges that it is the sole responsibility of the Customer to verify the bill amount with the Billing Company and the Bank will not be held liable for payment of any bill amount that the Customer believes to be inaccurate.

5. Customer has the sole responsibility to update himself/ herself on the status of registration/ payment made or attempted to be made and Bank has no obligation to inform/ update the Customer about the same
6. The Customer undertakes to ensure that in case of Auto Pay there would be sufficient funds in his or her Account on the Effective Date for making payments towards Utilities/Services and/or Recharge. The Customer also understands that the Bank shall not be held responsible or liable if it is unable to give effect to Auto Pay due to insufficient funds in the Account on the Effective Date. Auto pay will be initiated only once in a month on the Effective Date and if transaction fails due to insufficient funds, the Bank will not re-initiate the Transaction on any other date and the same has to be paid by the Customer via instant pay option.
7. The Customer also understands that in case of Auto Pay the Account specified by him or her will be debited for the entire bill amount or up to the amount specified by the Customer as the case maybe. Customer also understands that the Payment Instructions shall constitute an irrevocable and unconditional authority for the Bank to debit the Customer's Account and make the payment towards the Billing Company.
8. The Customer understands that if the bill amount exceeds the maximum limit set up by him or her for Auto Pay the Bank shall not make payments of such bills. In such case the payment can be done only after Customer's authorization which can be given through his or her Internet Banking/Mobile Banking.
9. The Customer agrees that the terms and conditions applicable for Internet Banking and Mobile Banking shall be applicable to the Bill Payment Services.
10. The Customer shall endeavour to pay the bill at least 3 working days before the Due Date of the bill in order to avoid any late payment charges by the Billing Company

Disclaimer

11. Bank neither endorses any of the Utilities/Services and/or Recharge offered, nor makes in any manner recommendations and/or warranties, representations or assurances in respect of the same and/or Billing Company. Bank is not in any manner a party to the contracts or agreements or understandings that may be executed and/or arrived at between the Customer and Billing Company. Customer understands that the Billing Company shall be solely responsible to the Customer to render the Utilities/Services and/or Recharge for which Payment is to be made under these Terms and Conditions and Bank shall not be responsible and liable for any deficiency or defect in the same including, but not limited to, delayed, deficient or defective quality, delivery, quantity etc., and the Bank shall not be made party to any disputes between the Customer and any Billing Company. The Customer shall not hold Bank liable for any non-service, delayed service, faulty service rendered by Billing Company, and shall not contact, communicate in any manner whatsoever, with Bank in this regard.
12. Without prejudice to the generality of these Terms and Conditions, processing of all the Payment Instructions is subject to the availability of free, clear and available funds in the Customer's Account, as the case may be. In the event of clear funds not being wholly available, Bank shall not process the Payment Instructions.
13. The Customer understands, agrees and confirms that after the payment has been made by the Bank on the Effective Date or on the basis of Payment Instruction given by the Customer, the transaction shall be carried out the same day. However, such Bill Payment may not be reflected

by the Billing Company to the Customer immediately and it may take upto 3-4 days to reflect such payment. In such an event, the Bank shall not be liable for any suspension, termination and deficiency in services to the Customer by the Billing Company.

14. In the event that the Bank makes a payment on basis of Payment Instruction given by the Customer and such payment is rejected or returned by the Billing Company for any reason whatsoever, Bank shall refund the amount of the payment to the Customer by credit to the Customer's Account. The Bank shall not be liable for any late charges, penalty, loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
15. Bank may, at its discretion, not make a Payment and shall communicate such decision to the Customer at the time of submission of the form and the Customer agrees to not hold the Bank liable for such refusal.
16. Bank will not accept any cancellation request by the Customer if the payment transaction has been authorised on his or her Account and payment has been accepted by the Billing Company.
17. As and when other communication channels are introduced Bank may be entitled to rely upon all electronic communications, orders or messages to Bank from the Customer whether received by email, SMS, on telephone or otherwise in the manner prescribed for the same from time to time by the Bank and the Bank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Customer shall in no circumstances dispute such reliance by Bank.
18. The Customer understands, agrees and confirms that Bank may, at its sole discretion, record in such mode and manner and retain and use in any manner for such period of time as deemed fit by Bank, any or all Information / Instructions received from the Customer. The Customer further confirms and agrees that Information / Instructions as well as the data provided by the Customer may be used and relied upon by Bank as conclusive proof and binding for all purposes, may be given as evidence to any persons who may reasonably require the same, including to courts and regulators and government authorities, and/or relied upon in any legal proceedings. In the context of this clause, the Customer shall not hold the Bank liable in any way whatsoever.
19. Bank does not warrant that Payment will not be delayed, including for reasons beyond its control. As the Payment Instructions/Information would depend on various electronic technology used from time to time, there could be delays and snags in receipt / transmission of any Information/Instructions to and from Bank, the Customer, Billing Companies and/or Service Providers. Further, Bank does not warrant the receipt of Instructions/Information. Bank shall not be held liable or responsible for any failure or delay, whether directly or indirectly caused by any circumstances beyond the control of Bank, including, but not limited to, acts of God, systems and communications breakdowns, failures or disruptions, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labour, lockouts or other labour troubles, earthquakes, fires or accidents. Bank shall not be liable or responsible to the Customer for any loss, damage whether direct or indirect, costs, charges or expenses, due to or occasioned by delay/inability, under any circumstances.
20. The customer may cancel the registration at any time by de-registration of the Billing Company (ies). The customer shall remain responsible for any transactions made through the service until the time of such de-registration.

21. Bank reserves the right, but shall not be obliged, at any time, without any specific or prior notice to the Customer in this regard to suspend for any duration/terminate to make changes, enhancements, and/or modifications any or all of Bill Payment services offered by Bank.
22. Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the Customer, charge fees/modify the existing charges in consideration for the provision of any and/or all of the Bill Payment Services.

Indemnity:

23. In consideration of Bank agreeing to provide to the Customer the facility of Bill Payment Services, the Customer hereby irrevocably agrees, to indemnify and keep Bank indemnified and harmless, at all times hereafter, from all losses, damages, costs, charges and consequences, legal fees and expenses, whatsoever, suffered or incurred by Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or by any third party whatsoever, arising out of or in connection with any and all transactions initiated by the use of the Bill Payment services, Payment Instructions/ Information, cancellations, messages and communication whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any withdrawal, either partially or in totality, of and from the facility of Bill Payment Services.

Miscellaneous:

24. The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Bangalore, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.
25. These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions applicable to other services offered by the Bank.
26. The Customer acknowledges and confirms that the Customer has on the Website, read, and shall read as and when updated and/or posted, and has unconditionally accepted and will unconditionally accept and be bound by the Terms and Conditions.
27. Any grievances that may arise will be attended and resolved as per Bank's Grievance Redressal Policy available at its branches and website.
28. Subject to these terms and conditions, any claims from customers for compensation regarding deficiencies on the part of Bank in bill payment services will be addressed as per Bank's 'Customers Compensation Policy' available at its branches and website.
29. These terms & Conditions are subject to periodic updation. The Customer understands that the Bank may amend the above terms and conditions at any time without any notice or assigning any reason whatsoever and such amended Terms and Conditions will thereupon apply to and be binding on the Customer and same will be published in our website

Communication:

Should there be any query or grievance that you may have regarding the Bill Payment Services, you may contact us in the following manner:

- a) E-mail us at: customercare@ujjivan.com
- b) Call us at: 18002082121
- c) Raise a request/ complaint at the nearest branch