

## **Terms and Conditions for Unified Payment Interface**

### **Definitions**

**“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, 3<sup>rd</sup> ‘A’ Cross, 18<sup>th</sup> Main, 6<sup>th</sup> Block, Koramangala, Bengaluru 560095, India

**“UPI”** Unified payment interface- A payment platform extended by NPCI for the purpose of interbank transfer of funds i.e., pay someone (push) or collect from someone (pull) instantly pursuant to the rules, regulations and guidelines issued by NPCI, Reserve Bank of India and Banks, from time to time.

**“NPCI”** shall mean National Payments Corporation of India, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at 1001A, B wing 10th Floor, The Capital, Plot 70, Block G, Bandra- Kurla Complex, Bandra (East), Mumbai - 400 051, and acting as the settlement, clearing house, regulating agency for UPI services with the core objective of consolidating and integrating the multiple payment systems with varying service levels into nation-wide uniform and standard business process for all retail payment systems;

**“UPI Application”** shall mean any mobile application which allows UPI Transactions.

**“Payment Service Provider or PSP”** shall mean entities which are allowed to issue virtual addresses to the Users and provide payment (credit/debit) services to individuals or entities and regulated by the Reserve Bank of India, in accordance with the Payments and Settlement Systems Act, 2007.

**“Virtual Payment address (VPA)”** – is a payment identifier for sending/collecting money. VPAs are aliases to Account No. & IFSC. This enables the user to complete a transaction without having to enter the account credentials of the beneficiary.

**“Account”** shall mean Savings and or Current account held in individual capacity at present at with the Bank and which account is eligible for UPI Facility in the discretion of the Bank.

**“Bank Website”** shall mean [www.ujjivansfb.in](http://www.ujjivansfb.in)

**“Beneficiary / Payee”** shall mean any person or entity to which you can request the Bank to make a payment from your account through Internet Banking Services.

**“Mobile Number”** shall mean the specific Mobile Phone Number registered by the User with Bank and that has been used by the User to register for the UPI Facility.

**“The Reserve Bank of India or RBI”** is the central bank of India established on April 1, 1935 in accordance with the provisions of the Reserve Bank of India Act, 1934. RBI regulates the issuing of bank notes to ensure secure monetary stability in India.

**“Biometric”** shall refer to the automatic method of verifying an individual’s identity by their biometrics and is also used to grant or deny access to a computer system/mobile device/tablet /any other device.

**“Amount”** shall mean the payment amount in question which is required to be transferred from the Payer to the Receiver as a part of the UPI Transaction.

**“User”** refers to any person who has an Account with the Bank and who has been authorised by the Bank to avail UPI Facility provided by the Bank.

**“UPI PIN”** Shall mean the UPI Personal Identification Number created by the User for authenticating the services provided under UPI.

**“UPI Facility”** shall mean the UPI based facility for fund transfer and fund collection, balance check, PIN generation and reset of PIN etc. facilitated by the Bank to its customers who hold Account with the Bank in accordance with the NPCI Guidelines in this regard.

**“UPI Transaction”** shall mean the financial or non-financial transactions which are made by the User through the UPI Application using the Account of the User with the Bank.

**“Payer”** shall mean the User who pays the money and from whose Account the Amount is debited as part of the UPI Transaction.

**“Beneficiary”** shall mean the User who receives the money and in whose Account the Amount is credited as part of the UPI Transaction.

**“Payer Bank”** shall mean the bank that processes the debit request of the Payer.

**“Beneficiary Bank”** shall mean the bank that processes the credit request of the Beneficiary.

**Applicability of Terms and Conditions:**

By using UPI Facility, the User thereby agrees to these Terms and Conditions and the User understands that these Terms and Conditions form a binding contract between the User and the Bank. UPI Facility shall be governed by these Terms & Conditions as may be amended by the

Bank from time to time. These terms and conditions shall be in addition to and not in derogation of the Terms and Conditions relating to any Account of the User with the Bank and / or applicable to the respective product or the service provided by the Bank unless otherwise specifically stated.

**General Business Rules Governing Unified Payment Interface (UPI) Facility:**

The following Business rules will apply for UPI Facility:

1. The UPI Facility will be available to Users having satisfactorily running and eligible Account with the Bank, and shall be provided at the sole discretion of the Bank.
2. UPI Facility shall be available to Users who have registered and authenticated themselves for the facility, subject to the discretion of the Bank, NPCI and RBI.
3. The daily upper ceiling per customer shall be Rs.1,00,000/- for funds transfer.
4. The Bank's per transaction limit shall be Rs 50,000 per customer for funds transfer. However, this is subject to limits imposed by PSPs through which the User is making a UPI Transaction using the Account held with the Bank.
5. Entering the wrong login password thrice will block the application.
6. Entering the wrong UPI PIN thrice will block the UPI facility for the day and three such consecutive blockages will de-activate the customer from the facility and the customer should re register for the facility as per the procedure laid down for the same. Any change in the business rules of any of the processes will be notified on Bank's website [www.ujjivansfb.in](http://www.ujjivansfb.in) which will be construed as sufficient notice to the customer.
7. The Bank reserves the right to decide the type of services, which category of user shall be offered on each account type and the same may differ from category to category.
8. The Bank may also make additions /deletions to the services offered through UPI Facility at its sole discretion.
9. The User is responsible for the correctness of information supplied to the Bank through the use of UPI Facility or through any other means such as electronic mail or written communication. The Bank does not accept any liability for the consequences arising out of erroneous information supplied by the user.
10. User agrees that dispute resolution shall be as per the guidelines issued by NPCI from time to time.

**Usage of Facility:**

By accepting the terms and conditions on the mobile phone while registering for the UPI Facility, the User:

1. Agrees to use UPI Facility for financial and non-financial transactions offered by the Bank from time to time and irrevocably authorizes the respective Bank to debit the Bank Accounts which have been registered for UPI Facility for all transactions/services undertaken. The User understands that financial transaction includes pay & collects requests whereas non-financial transactions include change in UPI PIN, Bank Account balance etc.
2. Authorizes the Bank to map the account number and mobile number for the smooth operation of the facility offered by the Bank and to preserve the mapping record in its own server or server of any other third party and to use such data or disclose it to any third party for confidential use, at the Bank's discretion for providing/enhancing further banking/ technology products that it may offer. The User irrevocably and unconditionally authorises the Bank to access all the Account(s) and records for the purpose of providing the UPI Facility. The User agrees that the Bank may hold and process the User's personal information and all other information concerning its Account(s) in connection with the UPI Facility.
3. Agrees that To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information relating to the User and/or any other information given by the User for utilization of the UPI Facility to and between its branches, representative offices, affiliates, representatives, auditors and third parties selected by the Bank, wherever situated, for confidential use in and in connection with the UPI Facility. Further, the Bank shall be entitled at any time to disclose any and all information concerning the User within the knowledge and possession of the Bank to any other bank/association/financial institution or any other body whether governmental or regulatory.
4. Agrees that he/ she is aware and accepts that UPI Facility offered by the Bank will enable him/her to make a UPI Transaction using UPI PIN/1click 2FA/ Or biometric authentication and will be deemed as bonafide transaction.
5. Agrees to acquaint himself/ herself with the process for using the facility and validly registered in his/her name with the Payment Service Provider and undertakes to use the facility only through mobile number which has been used to register for the Facility.
6. Agrees that the Bank is authenticating the User by using Mobile Number, Mobile Phone, UPI PIN, Finger print authentication and/or can introduce other advanced authentication mechanism etc. in future which is acceptable and binding to the user and hence the user is solely responsible for maintenance of the secrecy & confidentiality of the MPIN and unauthorized usage of his/her mobile phone, without any liability to the Bank.

7. Confirms that notwithstanding anything mentioned herein, in no event shall the Bank be liable to the User or any other third party affected by the UPI Transaction for any loss or damages whatsoever whether such damages are direct or indirect based on loss of profits or revenues,, consequential or similar damages arising out of or in connection with the UPI Transaction, materials, information technology services or assistance provided under this Terms & Conditions.
8. The User undertakes to execute such other documents and writings in addition to the instructions for activating, initiating or making transfer of funds via UPI facility, in a form and manner as required by the Bank, from time to time.
9. The User understands that the transaction may be rejected or cancelled in case the instructions and/or any Authentication Credentials or any details, documents or information provided by the User are false or not in accordance with the conditions stipulated by the Bank, NPCI or the Reserve Bank of India or the Beneficiary Bank or the Payee Bank as the case may be.
10. The User also understands that the transaction may also be cancelled/rejected due to any of the reasons like "the designated account of Beneficiary not being maintained in the Beneficiary Bank" or an attachment order having been passed on the designated Beneficiary's account by a competent authority/Court or details pertaining to the Beneficiary/Beneficiary account details recorded with the Beneficiary Bank does not match or any other reasons.
11. Although, at present the Bank does not charge the User for the UPI Facility, the Bank reserves the right to charge the User such fees, cost and charges, as specified by the Bank/NPCI, from time to time.
12. The User acknowledges and understands that the completion of UPI Transactions based on the User's instruction shall involve various Counterparties. The User confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of 3rd parties or any other circumstances outside the control of the Bank.
13. Without prejudice to the generality of the foregoing, the User agrees to indemnify and save, keep harmless and keep indemnified the Bank against any improper/ fraudulent instructions purporting to be received from the User and/or for furnishing incomplete information or against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party pertaining to the use of UPI Facility by the User.. The User agrees to indemnify and keep indemnified the Bank against any loss or liability arising out of (i) any breach of any applicable law, rules and regulations, guidelines or fraud on part of the User (ii) violations of these Terms by the User or

unauthorized use of the UPI facility (iii) any misrepresentation or breach of representation or warranty made by the User (iv) any act, neglect or default on the part of the User.

14. The User understands that the provision of UPI Facility is subject to Indian laws and the guidelines and regulations issued from time to time by the NPCI or Reserve Bank of India in this regard.
15. The User agrees and confirms that the Bank reserves the rights to call for logs, proofs, User details or documents necessary at any time on account of audit, compliance, regulatory or legal requirement.
16. The User agrees and confirms that the Minimum and Maximum amount Stipulated for UPI may be stipulated by the Bank in its sole discretion and in accordance with the Guidelines set By NPCI or RBI, from time to time.
17. In a collect request transaction (PULL transaction), the User agrees and understands that the receipt of funds in the User's Account is subject to various factors such as the approval of the Payer, Payer Bank and the non-expiry of the session on the UPI Application at the time of making such requests. The User shall not hold the Bank liable in this regard.
18. Agrees that dispute resolution shall be as per the guidelines issued by NPCI from time to time.

**Liability of the User:**

The User is responsible for the accuracy and authenticity of the instructions provided to the Bank and the same, if is in the form and manner prescribed by the Bank, shall be considered to be sufficient to operate the UPI Facility. The Bank shall not be required to independently verify the instructions. The User agrees that the Bank has no liability if it does not or is unable to stop or prevent the implementation of any instructions issued by the User. Once the instruction is issued by the User the same cannot be subsequently revoked by the User.

All instructions, requests, directives, orders, directions, entered by the User, are based upon the User's decisions and are the sole responsibility of the User.

The User shall be responsible for each transaction initiated under his/her registered UPI Application. The User is liable for the losses arising out of any unauthorized transactions occurring through his/her accounts.

The User has to immediately bring in to the notice of the Bank in case he/she suspects that his / her Mobile number is / has been allotted to another person and/or notices unauthorized transactions in his / her accounts and make sure that the UPI Facility is deregistered for his / her mobile no.

The User understands that in the event of loss of his/her Mobile Phone / SIM Card or it falling in the wrong hands, it can be misused. The User indemnifies the Bank for any such misuse arising out of the same. The User shall not hold the Bank responsible for any loss that the User may suffer in these circumstances.

**Liability of Ujjivan Small Finance Bank:**

The Bank shall, in no circumstances, be held liable to the User, if access is not available in the desired manner for reasons including natural calamities, floods, fire and other natural disasters, legal restraints.

The Bank shall, in no circumstances, be held liable to the User, if there are faults in the telecommunication network or any other reason beyond the control of the Bank.

The Bank has the right to suspend the transactions with respect to the UPI Facility if it has reason to believe that the User's instructions will lead to or expose to direct or indirect loss to the Bank or may require an indemnity from the User before continuing to operate the UPI Facility.

Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business, wrong beneficiary credentials, wrong credits or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

**Termination of UPI Service:**

The Bank may suspend or terminate UPI Facility without prior notice if the User has breached the Terms and Conditions or if the Bank notices some errors / omissions / fraudulent transactions related to the User's Accounts or the User.

The User's UPI PIN will be blocked for 24 hours if the User enters wrong UPI PIN for 3 consecutive times. The User may choose to reset/change his/her UPI PIN by authenticating himself/herself by initiating the process defined by the Bank, UPI Application and any regulatory body, which process may change with/without intimation to the User.



Any change in the business rules of any of the processes will be notified on the Bank's website [www.ujjivansfb.in](http://www.ujjivansfb.in) which will be construed as sufficient notice to the User.

The UPI Facility may be suspended due to maintenance or repair work or any breakdown in the Network/Hardware/ Software for UPI Facility, any emergency or for security reasons without prior notice and the Bank shall not be responsible for any losses/damages to the Users.

**Miscellaneous:**

1. The User shall be solely responsible for any error made while using the UPI Facility.
2. The User shall keep the LOGIN PASSWORD and UPI PIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the Facility.
3. It will be the responsibility of the User to notify his/her Bank immediately if he/ she suspect the misuse of the LOGIN PASSWORD/UPI PIN. The User will also immediately initiate the necessary steps to change/reset the User's UPI PIN.
4. The User shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the UPI Facility is availed and the Bank does not accept/ acknowledge any responsibility in this regard.
5. The Bank reserves the right to add/remove the facilities offered to the User at its sole discretion.
6. The instructions of the User shall be effected only after authentication under his/her UPI PIN/Password, biometric authentication or any authentication method envisaged by the Bank and regulatory bodies.
7. The Bank shall not be responsible for the delay/ failure in carrying out the transactions due to any reasons whatsoever including failure of operational system or any other unforeseeable reasons which is beyond the control of the Bank.
8. The User expressly authorizes the Bank to access his/her Account Information required for offering the services under the UPI Facility and also to share the information regarding his/ her accounts with NPCI/any other third party as may be required to provide the services under the UPI Facility.
9. The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions. The Bank may store the transactional details for a period which may deem fit for the Bank or as per the regulatory requirements. The Bank clarifies that it has no liability or obligation



to keep a record of the instructions to provide information to the User or for verifying the instructions.

10. The Bank shall make all reasonable efforts to ensure the User information to be kept confidential however it shall not be responsible for any inadvertent divulgence or leakage of confidential User information for reasons beyond its control or by action of any third party.
11. The User expressly authorizes the Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her UPI PIN /biometric authentication. In the case of UPI Facility the User shall be deemed to have expressly authorized the Bank to make/receive the payment when a request is received from his/ her mobile phone as the case may be.
12. The Bank shall not be responsible for any additional charges/fees levied by the Telecom service provider during the course of availing the UPI Facility.

**Responsibilities and obligations of the User:**

1. The User shall be responsible for all transactions, including fraudulent/erroneous transactions using the UPI Facility through the use of his/her mobile phone, UPI PIN/biometric authentication regardless of whether such transactions are in fact entered into or authorized by him/ her. The User shall be responsible for the loss/damage, if any suffered.
2. The User shall use the UPI facility only by following the security credential in accordance with the prescribed norms as laid down by the Bank from time to time.
3. The User shall keep the security keys confidential and shall not divulge/tamper the same and the Bank shall not be liable for such instances in any manner.
4. The User accepts that any valid transaction originating/receiving from/by the registered mobile phone number shall be assumed to have been initiated/accepted by the User and any transaction authorized by the UPI PIN/biometric authentication is duly and legally authorized by the User.
5. The User shall be liable for any loss on breach of the Terms and Conditions contained herein or contributed or caused loss by negligent actions.

**Disclaimer:**

The Bank shall be absolved of any liability in case:

1. The Bank is unable to receive or execute any of the requests from the User or there is loss of information during processing or transmission or any unauthorized access by

any other person or breach of confidentiality or due to reasons beyond the control of the Bank.

2. There is any kind of loss, direct or indirect, incurred by the User or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.
3. There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, network failure, mechanical breakdown, power disruption, force majeure, etc.
4. The Bank, its employees, agent or contractors, NPCI shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, whether foreseeable or not, suffered by the User or any other person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information to and from the mobile phone of the User and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the mobile phone of the User, the Bank's/NPCI's system.

**Indemnity:**

In consideration of the Bank providing the UPI Facility, the User agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs (including attorney fees), charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the User pursuant hereto. The User shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given/received by the User or breach of confidentiality.

These terms & Conditions are subject to periodic updation. The User 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 User and same will be published in our website i.e., [www.ujjivansfb.in](http://www.ujjivansfb.in).

**Governing Law and Jurisdiction:**

These Terms shall be governed by laws of India and any dispute regarding these Terms shall referred to the exclusive courts of Bangalore.

**Communication:**

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

E-mail us at: [customercare@ujjivan.com](mailto:customercare@ujjivan.com)

Call us at: 18002082121