



Terms & Conditions for Finvoice Access

1. Definition:

- i. **Authorised Officials:** shall refer to those who have been specifically authorised by the Anchor/ Borrower to access the Platform on behalf of the Anchor/ Borrower.
- ii. **Anchor:** is the original equipment manufacturer / supplier/ national distributor / distributor and has engaged:
 - a) Its distributors/ dealers/ retailers (collectively referred to as “**Dealers**”) for sale/ supply of goods/ inventory to the Dealers or any other business.
 - b) Its vendors/ suppliers (collectively referred to as or “**Vendors**”) for procuring raw materials/ stocks/ spare parts and/ or other goods & services in course of its business.
- iii. **Borrower:** shall refer to the specific Dealers/ Vendors referred by the Anchor, to whom the Bank has extended the Facility.
- iv. **Facility:** shall refer to the Invoice discounting credit facility(ies) extended by the Bank to the Borrower.
- v. **Invoice or Invoice(s):** means the:
 - a) bills/ invoices/ receipts raised and issued by the Anchor against the sale/ supply of goods/ inventory/ services to the Dealers.
 - b) bills/ invoices/ receipts raised and issued by the Vendors against the sale supply of raw materials/ stocks/ spare parts/ materials and/ or other goods & services to the Anchor.
- vi. **User:** shall refer to the Anchor or Borrower, who have been authorised by the Bank for accessing the Platform.
- vii. **USFB or Bank:** shall refer to Ujjivan Small Finance Bank Limited.
- viii. **Platform:** shall refer to the Bank’s Finvoice platform.

2. Access to the Platform:

- i. The Platform will be available only to the Authorised Officials of the User, who have been authorised by the User for accessing the Platform. The Authorised Officials shall have knowledge about usage of the Platform and have legal and valid access to the Platform.
- ii. The User hereby has/have the necessary approvals/ resolutions empowering the Authorised Officials to access the Platform on its behalf and shall provide such approvals/ resolution as and when demanded by the Bank.
- iii. The information provided by the Authorised Officials through the Platform is updated at regular intervals and hence will pertain to the date and time when it was last updated by the Authorised Officials. The Bank shall not be liable for any loss that the User may suffer by relying on or acting on such information provided by the Authorised Officials.
- iv. The User agrees not to object to the admission of the records as evidence in any legal proceedings. The Bank may, at any point of time restrict access to the Platform to certain Authorised Officials at its discretion.
- v. The User hereby confirms and accepts that the except for the Authorised Officials, no other officials shall be provided with access to the Platform. In an event of any change in Authorised Officials, then the User shall immediately take-up with Bank for de-activating the access on Platform.
- vi. Further, the User and/or its Authorised Officials shall not attempt or permit others to attempt an access to the Platform.
- vii. The distinct Customer ID provided to each Authorised Officials by the Bank should be used by as his/ her/ their/ its User login ID, however, the Authorised Officials shall have to create a distinctive and unique password conforming to the password specifications as may be advised by the Bank, to access the Platform and the Bank may, in addition to User login ID and password, at its discretion, advice the Authorised Officials to adopt any other means of authentication including but not limited to smart cards, One Time SMS password and/or digital certification issued by Bank, licensed or approved Certifying Authorities or vendors for certain specific transactions and services offered by the Bank.

3. Platform:

- i. The Platform is only available to the Authorised Officials, for the purpose of uploading/ accepting/ rejecting the Invoice(s) on the Platform, viewing transaction details, verifying account statement of the User and such other services which the Bank may offer in relation to the Facility from time to time, who have been authorised by the User for accessing the Platform. The Authorised Officials shall have knowledge about usage of the Platform and have legal and valid access to the Platform.
- ii. The Bank may keep records of all the Invoice(s) uploaded/ approved/ rejected on the Platform, which shall be evidence of such transactions/ authorisation made by the Authorised Officials with the Bank in connection with the Facility.
- iii. The information provided by the Authorised Officials on the Platform is updated at regular intervals and hence will pertain to the date and time when it was last updated by the Authorised Officials. The Bank shall not be liable for any loss that the User may suffer by relying on or acting on such information.
- iv. Platform shall be offered in a phased manner at the absolute discretion of the Bank and the Bank at its sole discretion may make additions/deletions to the services offered in the Platform without giving any prior notices or reasons to the User.

4. Password:

- i. The User accepts and unconditionally agrees that Authorised Officials will use the distinct Customer ID provided by the Bank to each user, as User login ID and create a distinctive and unique password conforming to the password specifications advised by the Bank to access the Platform.
- ii. The User expressly undertakes that it shall be solely responsible for any loss incurred by the User as a result of misuse/ unauthorised use of login ID and/or password by any of its Authorised Officials and the Bank shall not be responsible for any such loss whatsoever.
- iii. In the event the Authorised Officers enters an incorrect password 03 (Three) times consecutively, the Bank shall block access to the Platform for next 24 hours and the Authorised Officials will be able to access the Platform with the same password or new password created by the Authorised Officials after the said 24 hours only. However, if the User wishes to unblock access to the Platform for any its Authorised Officials within that 24 hours, then the User may approach the Bank (through the branch or phone banking or e-mail) and get the access for Platform unblocked by following the procedure as may be advised by the Bank.

5. Software:

- i. The Bank will advise from time to time the software such as browsers, which are required for accessing the Platform. There will be no obligation on the Bank to support all the versions of the softwares. The Authorised Officers shall upgrade his/ her/ their/ it's softwares, hardwares and the operating systems at his/ her/ their/ its cost from time to time and the Bank shall be under no obligation to support the software, hardware, operating systems of the Authorised Officers.

6. Security:

- i. The Bank shall take reasonable care to ensure the security of and prevent unauthorised access to the Platform using technology reasonably available to the Bank.

7. Fees:

- i. At present the Bank does not charge any fee for the use of Platform. The Bank reserves the right to charge fees in relation to the use of the Platform. The Bank shall give written intimation in line with the extant Applicable Laws, to the User with regard to change in the fees, if any, from time to time before they become effective, which shall be binding on the User.

8. Authority to the Bank:

- i. The User irrevocably/ unconditionally and expressly authorises to the Bank to carry out discounting of the Invoice(s) uploaded/ approved by the Authorised Officials through the Platform. The Bank shall have no obligation to verify the authenticity of the Invoice(s) uploaded/ approved by the Authorised Officials through the Platform other than by means of verification of login ID and the password of the Authorised Officers.
- ii. Illegal or improper use of the Platform by the Authorised Officials, may result in the Bank treating the same as event of default.

- iii. User hereby expressly agree and undertake that once any Invoice(s) is discounted by the Bank pursuant to the Invoice(s) uploaded/ approved by the Authorised Officials through the Platform, such discounting is effective and binding upon the Users, as if the request is made by the User and such discounting shall not absolve the User from their obligations in relation to the Facility.

9. Liability of the User:

The User shall solely be responsible and liable for:

- i. any loss arising out of unauthorized use of the Platform;
- ii. breach of terms and conditions;
- iii. contributing or causing the loss by negligent actions of the Authorised Officials;
- iv. disclosing or failing to take all reasonable steps to prevent disclosure of the login ID and password to third party/ies including any minor, Bank staff and/ or failing to inform the Bank of such disclosure within reasonable time; and
- v. Failure to inform the Bank in a reasonable time about unauthorized access to or erroneous upload/ approval of the Invoice(s).

10. Liability of the Bank:

- i. The Bank shall in no circumstances be held liable if Platform is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or internet or network failure, power breakdown or UPS breakdown, software affected by virus or other malicious, destructive or corrupting code, programmes or macro or hardware failure and/ or error or any other reason beyond the reasonable control of the Bank. The Bank shall in no way be liable for any loss or damage that may occur due to hacking of the account by any person/s other than the Authorised Officials, which fits in the definitions of a 'Cyber Related Crime' as accepted internationally. The Bank shall under no circumstances 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 or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.
- ii. The Bank will in no way be held responsible or liable for delay, failure and/ or untimely delivery of SMS notification and/ or SMS Alerts including but not limited to network congestions, network failure, systems failure or any others reasons beyond the reasonable control of the Bank or its authorised service provider(s).
- iii. The Bank does not warrant that access to the Platform provided by the Bank will be uninterrupted, timely, or secure. However, to the extent possible, advance notifications will be provided in Bank's website for any scheduled downtime of the Platform. The Bank will not be liable for any virus/malware that may enter the Authorised Officials' system as a result of the Authorised Officials accessing the Platform provided by the Bank.
- iv. The Bank shall not be liable to the User for any error or delay in, or omission of (a) any such data, information or message or instructions, or (b) the transmission or delivery of any such data, information or message or instructions; or any loss or damage arising from or occasioned by (i) any such error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message or instructions when the Authorised Officials are using the Platform, under any circumstances beyond the control of the Bank.
- v. The Bank shall endeavour to provide the Platform with the given technology. The User agrees that they shall not hold the Bank or Bank's strategic partner(s) liable for incidents of system failure or incompatibility or non-availability of the Platform.
- vi. Notwithstanding anything contained herein, where Bank has reason to believe that any Invoice(s), have been fraudulently made (hereinafter referred to as a "suspect transaction"), the Bank shall be entitled to withhold discounting of such Invoice(s) in accordance with regulatory laws relating to Money Laundering or otherwise. If Bank determines after due enquiry and investigation that the Invoice(s) is/are valid, then Bank may continue for discounting of such Invoice(s).

11. Indemnity:

- i. The User shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of (i) usage of the Platform by the Authorised Officials in violation of the Terms and

Conditions and the Applicable Law and/or usage in any jurisdiction other than India; (ii) the Bank, in good faith, taking or refusing to take or omitting to take action on any instruction given by the User including its Authorised Officials; and (iii) illegal/ improper use of the Platform.

12. Proprietary Rights:

- i. The User acknowledges that the software/s underlying the Platform as well as related software/s, which are required for accessing the Platform is the property of the Bank or third-party licensors. The permission given by the Bank to the User, through its Authorised Officials, to access Platform does not convey or confer any proprietary or ownership rights in the software/s used for providing for utilising the Platform. The User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the Platform or create any derivative product based on such software/s. Any breach on the part of the User will be dealt under appropriate law and User shall be liable for damages that may be incurred by the Bank and its vendors.

13. Termination:

- i. The Bank may withdraw/ suspend/ terminate the access to the Platform anytime provided the User is given reasonable notice. The Bank may at its sole discretion, at any time without giving notice or reasons suspend or terminate the access to the Platform to the User including for reasons such as (i) breach of these Terms and Conditions by the User and/or Authorised Officials and (ii) knowledge or information about the death, bankruptcy or legal incapacity of the User.

14. Governing Law and Jurisdiction:

- i. The Bank may withdraw/ suspend/ terminate the access to the Platform anytime provided the User is given reasonable notice. The Bank may at its sole discretion, at any time without giving notice or reasons suspend or terminate the access to the Platform to the User including for reasons such as (i) breach of these Terms and Conditions by the User and/or Authorised Officials and (ii) knowledge or information about the death, bankruptcy or legal incapacity of the User.
- ii. The Platform and these Terms and Conditions shall be governed by and construed in accordance with the laws of India. The Bank and the User submit to the exclusive jurisdiction of the Courts of Bengaluru. The Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the User hereby expressly consents to such jurisdiction. If any provisions of these Terms and Conditions are deemed to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions affect such provision in any other jurisdiction.
- iii. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than India. The mere fact that the Platform can be accessed through internet by the User and/or its Authorised Officials in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions.
- iv. The Information Technology Act, 2000 recognizes authentication of an electronic record by affixing Users digital signature. However, the Bank at its discretion has adopted several methods, which are not recognized under the aforesaid Act, namely, personal identification numbers (PIN), code numbers, telephone-PIN numbers, relationship numbers, passwords, account numbers and encryption to authenticate access to the Platform. The User hereby consents and expressly agrees to the mode of authentication adopted by the Bank from time to time. The User further expressly agrees that all the activity carried out by the Authorised Officials using any of the aforesaid authentication methods adopted by the Bank from time to time shall be valid, binding and enforceable against the User.
- v. The User shall be solely responsible to keep all the information related thereto confidential and the Bank shall in no way be liable for any loss/ damage whatsoever that may be incurred or alleged to be incurred by the User due to use of the aforesaid authentication methods and hereby expressly waives the right to raise any dispute in relation to the use of such authentication mode.

15. Cyber Crime:

- i. The internet per se is susceptible to various cyber-crimes like phishing, vishing (Voice phishing), SMSing (phishing through SMS), compromise of Authorised Officials' system security, etc., that could affect upload/ approval of Invoice(s) or other instructions to the Bank. Whilst the Bank shall endeavor to protect the interest of the User, there is no guarantee from such cyber-crimes and other actions that could affect upload/ approval of Invoice(s) or other instructions to the Bank including but not limited to delay or failure in processing the Invoice(s) or other instructions.
- ii. The User shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber-crimes. The User understands that using the Platform at a cybercafé/ shared computer terminal is highly risky and shall avoid use of cybercafé /shared computer terminal while using the Platform.

16. Amendments:

- i. The Bank may revise these Terms and Conditions and/ or introduce additional terms and conditions at any time and from time to time. Any revision and/ or addition to these Terms and Conditions will be made with prospective effect subject to the Bank giving notice of 30 days, in line with the extant regulatory guidelines, to the User which may be given by posting it on the website or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the User, if the User and/or Authorised Officials continues to maintain or use the Platform on or after the effective date of posting such revised/ additional Terms and Conditions.

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