

Important Terms and Conditions

UPI Terms and Condition to receive payment with Jana SFB QR Code

These terms and conditions (“Terms”) shall apply to all transactions initiated by the Merchant vide UPI Services, web based QR Code provided by Jana Small Finance Bank Ltd. (“JSFB”). The QR Code is displayed at the Merchant’s establishment to facilitate instant payment to the Merchant’s account with JSFB by scanning the QR Code from any UPI linked mobile app. JSFB shall provide the UPI Services in accordance with applicable laws, regulations and guidelines issued by the Reserve Bank of India (the “RBI”) or National Payment Corporation of India, or such modified Terms as may be specified by JSFB from time to time.

1. Definitions

- (a) **“Issuer Bank”** – shall mean the User account holding bank which is a member bank of NPCI.
- (b) **“Merchant(s)”** – shall mean a merchant who provides goods and services in exchange for payment through UPI Services and hold an account with JSFB.
- (c) **“NPCI”** – shall mean the National Payments Corporation of India, a company incorporated in India under Section 25 of the Companies Act, 1956 (now Section 8 of Companies Act 2013) NPCI acts 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.
- (d) **“Payment Service Provider” (PSP) or “PSP App”** – shall mean the 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.
- (e) **“QR Code”** – shall mean a unique readable code of an array of black and white squares which can be scanned for making payment specific to the Merchant.
- (f) **“Service Providers”** – shall mean the service provider who has an arrangement with JSFB for generating the web based QR Code payment solution for the Merchant on behalf of JSFB.
- (g) **“UPI Services”** – shall mean the Unified Payment Interface (UPI), a multi-platform operable payment network solution provided by JSFB for the purpose of instant interbank funds transfer i.e., pay someone (push) or collect/receive from someone (pull) transaction, pursuant to the rules, regulations and guidelines issued by NPCI, RBI and/or JSFB, from time to time.
- (h) **“User(s)”** – shall mean customer(s) having account with the Issuer Bank who scan the web based QR Code for instant payment to the Merchant.

2. Scope of receiving payments through the web based QR code

The web based QR Code offers an instant, twenty four hours (24X7), interbank electronic funds transfer from the User’s account held with the Issuer Bank to the Merchant’s account held with JSFB.

3. Disclaimer of Warranty

The UPI Services, the web based QR Code solution is provided on an "as is" basis with no representation, guarantee or warranty of any kind, either express or implied, as to its functionality including warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the UPI Services. Downloading the web based QR Code does not automatically entitle the User or Merchant to receive any

documentation, telephonic / technical support or version updates on their handheld devices/desktops from NPCI/JSFB.

4. Representation and Warranties by the Merchant

The Merchant hereby undertakes, affirms and agrees that:

- (a) it is in good standing and that it has full authority to initiate this UPI Service and the web based QR Code payment solution and has obtained all the necessary approvals under the applicable law, to perform its obligations hereunder according to the Terms hereof.
- (b) It shall take adequate precautions not to breach the privacy of the Users during the course of performance of its obligations herein.
- (c) it has full power and authority to initiate this UPI Service and the web based QR Code payment solution and take any action and execute any documents required by the Terms hereof.
- (d) Neither the execution, delivery and performance of the Terms, nor the performance of the transactions contemplated herein, will require the consent of any third party, including any governmental authority or conflicts with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, rules or regulation/ guidelines of any court or government or regulatory body) or any covenant or instrument to which it is a party, or by which the Merchant or any of the property of the Merchant is bound.
- (e) The rights granted to a Merchant are limited, non-exclusive, and non-transferable. The Merchant shall not –
 - i. Indulge in any modification, adaptation, improvement, enhancement, translation or derivative work of the web based QR Code solution as a whole or part.
 - ii. Decompile, reverse engineer, copy, disassemble, and attempt to derive the source code of, or decrypt the web based QR Code and/or the Website.
 - iii. Remove or alter any propriety notices, legends, symbols or labels in the web based QR Code and/or the Website, including, but not limited to any trademark, logo or copyright.
- (f) Nothing contained herein shall be construed as granting or implying any transfer of rights (including license rights or ownership in the intellectual property owned by JSFB prior to this arrangement including the Website and/or the web based QR Code.

5. Merchant Obligations

- (a) The Merchant is aware that the amount can be received by scanning the QR Code on the Website.
- (b) The Merchant shall be responsible for providing correct details for generation of the QR Code by the Service Provider. Further, the Merchant shall be liable for any and all consequences arising out of any incorrect, incomplete or erroneous information supplied in this regard.
- (c) The Merchant shall not hold JSFB responsible for any damage, claim, and issue arising out of or in connection with the UPI Services and/or the web based QR Code and/or any irregularities in scanning thereof.
- (d) The Merchant agrees and accepts that the UPI Services is provided by JSFB in line with the NPCI and RBI's guidelines which are subject to change from time to time. The Merchant shall use the UPI Services and/or the QR Code in line with applicable laws and regulatory guidelines only for authorised purposes. The Merchant and/or User shall be held responsible in the event of any unauthorised or fraudulent transactions.
- (e) The Merchant shall forthwith provide any all details, data, information, report and complete status of the transaction in the event of any unauthorised or fraudulent use of the UPI Services and/or the QR Code, as and when directed by JSFB. In such an even the Bank shall additionally reserve the right to suspend/deactivate use of the UPI Services and/or stop access to the QR Code.

- (f) The Merchant shall provide any and all documents, records, information and data as are required by JSFB or RBI or NPCI to conduct audit (internal or external) by itself or through any agents appointed by JSFB on its behalf. The Merchant shall comply with all requirements that may be specified by JSFB or RBI or NPCI in this regard.
- (g) The Merchant shall be solely responsible for any acts of omission or commission, error/s or fraud/s on the part of its employees, agents or personnels.
- (h) The Merchant shall promptly notify JSFB if an error occurs in the web based QR Code for any reason whatsoever. The Merchant shall not hold JSFB responsible for any such error in the QR Code
- (i) The Merchant shall immediately notify JSFB of any inquiry, question or issue raised by any authority or regulatory body including but not limited to any statutory authority pertaining to the UPI Services herein and/or other functions of JSFB. The Merchant shall not unilaterally file any response / reply to such authority without the prior written consent and/or vetting by JSFB.
- (j) The Merchant is solely responsible for the accuracy and authenticity of the payment instructions issued by JSFB on behalf of the Merchant. Once a payment instruction is issued, the same cannot be subsequently revoked by the Merchant. JSFB accepts no liability for any consequences arising as a result of incomplete, incorrect or erroneous information provided by the Merchant in payment instructions. JSFB or NPCI shall have no liability or obligation to keep a record of the instructions or provide information to the Merchant or for verifying the said instructions. All instructions, requests, directives, orders, directions, issued by the Merchant and carried out/ executed by the User via the PSP App, are the sole responsibility of the Merchant and User.
- (k) The Merchant and User shall assume all responsibility and take over all consequences and risk of performing UPI transactions by scanning the web based QR Code. The Merchant shall be solely responsible for any liability incurred by the Issuer Bank in execution of any instruction issued by JSFB on behalf of the Merchant. The Merchant understands and agrees that once the QR Code is scanned / sent request is accepted, the Merchant's account held with JSFB will automatically be credited with the amount mentioned in the request received and accepted by the User. The Merchant understands and agrees that such amounts once credited to account cannot be reversed by the User.
- (l) The Merchant shall not engage in any activity that may interfere with or disrupts the Website and/or misuse the web based QR Code granted by JSFB.
- (m) The Merchant shall pay all fees, costs and charges, if applicable, in consideration of the UPI Services and/or the web based QR Code payment solution provided by JSFB pursuant to the Terms herein.

6. Disclaimer of Liability

- (a) The Merchant agrees and acknowledges that JSFB and/or NPCI shall not be liable and shall in no way be held responsible for any claim, loss, damages, costs etc. whatsoever including any direct, indirect, incidental or consequential damages and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the Merchant, information provided or disclosed by the Issuer Bank regarding the Merchant's account(s) or any loss of any character or nature whatsoever and whether sustained by the Merchant and/or User or by any other person.
- (b) While JSFB shall endeavour to promptly execute and process the transactions as per the Merchant's instructions, it shall not be responsible for any interruptions, non-response or delay in responding or non-performance due to any reason whatsoever, including due to failure of operational systems or any electronic or mechanical defect, data failure or corruption, viruses and bugs or related problems irrespective of whether the defect is attributable to the Merchant's telecommunication equipment and/or the QR Code provided by the Service Provider and/or JSFB. JSFB shall not be liable for non-performance/ non-response attributable to any directions/guidelines of any regulatory or government body and/or applicable law.

- (c) JSFB shall not be liable in case of any unauthorised, fraudulent, unlawful transactions or use of the UPI Services and/or the QR Code by the Merchant and/or the User and disclaims all liability arising out of any unauthorised or unlawful source of payment in any transactions pursuant to the use of such UPI Services and/or the QR Code.
- (d) JSFB shall not be liable for any loss, claim or damage suffered by the Merchant and / or any other third party arising out of or resulting from failure of any transaction initiated via PSP App on account of time out transaction i.e. where no response is received from NPCI/PSP to the transaction request. JSFB shall also not be liable for any loss, damage and / or claim arising out of or resulting from wrong account details provided by the Merchant.
- (e) Nothing contained herein shall limit or restrict or preclude JSFB from pursuing such further and other legal actions, including but not limited to the right to disable the web based QR Code, against the Merchant or User or any other third party for any breach or noncompliance of the terms as mentioned herewith.
- (f) JSFB reserves the right to change / modify the Terms at any time without any prior notice and at its own discretion. In the event that any changes are made, the revised Terms shall be updated on JSFB's website. The Merchant agrees to abide by the Terms as amended from time to time for any and all transactions through the web based QR Code and/or UPI Services.
- (g) JSFB shall have the absolute right to grant access to the Merchant to use the Website and/or the web based QR Code. Nothing herein shall restrict JSFB's right to delete / block / blacklist / prohibit creation of such QR Code which in JSFB's sole and absolute discretion are misleading and/or likely to create confusion.

7. Confidentiality

The Merchant shall keep all tangible and intangible information that has been disseminated or disclosed or developed by JSFB including all documents, data papers and statements and trade secret or any information relating to JSFB's past, present or future products, services, customer information, research and development or business activities, whether it has been marked as confidential or not including any information that JSFB may deem as confidential ("Confidential Information") as absolutely confidential and secret and shall not use such Confidential Information for any purpose other than as provided herein these Terms.

8. Indemnity

The Merchant shall, at its own expense, indemnify, defend and hold harmless JSFB and its officers, directors, employees, representatives, agents respective directors, and assigns from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loss that may occur, arising from or relating to:

- (a) any deletions, additions, insertions or alterations to, or any unauthorised use of, the UPI Services and/or the web based QR Code by the Merchant
- (b) a, violation breach, non-performance or inadequate performance by the Merchant of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties mentioned herewith.
- (c) The acts, errors, representations, fraud, misrepresentations, misconduct or negligence of the Merchant, its employees, subcontractors and agents in performance of its obligations.
- (d) Any deficiency in service/products of the Merchant.

This obligation shall survive the termination of this Agreement.

9. Termination

- (a) UPI Services and/or the right to access the QR Code shall automatically terminate if the Merchant's savings / current account with JSFB is closed.
- (b) Notwithstanding anything herein to the contrary, JSFB reserves the right to suspend or terminate the UPI Services and / or right of access the web based QR Code payment solution for any reason whatsoever and at any time

without notifying the Merchant of the same. JSFB shall have no liability as a result of such suspension/ termination by convenience.

- (c) Any termination by JSFB under these Terms shall not affect the accrued rights and obligations of the Merchant under this Agreement and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such termination.
- (d) Upon termination for any reason, all rights granted by JSFB with respect to the UPI Service and the web based QR Code shall immediately cease.

10. Force Majeure

JSFB shall not be liable for any failure to provide the UPI Services and/or the web based QR Code or non-performance of any of its obligations herein if the performance is prevented, hindered or delayed by any event due to any cause beyond the reasonable control of the party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government and/or NPCI ("Force Majeure Event"). The UPI Services and access to the web based QR Code may be suspended and/or terminated upon the occurrence of a Force Majeure Event.

11. Dispute Resolution

All the disputes arising out of the UPI Services and/or the QR Code and/or the Terms herein shall be settled by a sole arbitrator as appointed by JSFB, in accordance with the Arbitration and Conciliation Act, 1996, or any statutory amendments thereto. The arbitration proceedings shall be in English language and the place of arbitration shall be Bengaluru. Cost of arbitration shall be borne by the Merchant and/or the User.

12. General Conditions

- (a) Subject to the aforementioned arbitration clause, any legal action thereof shall be brought in the competent courts, tribunals or any other appropriate forum in Bengaluru, India. JSFB accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than that of India.
- (b) Notwithstanding the foregoing, the Bank reserves the right to approach any court, tribunal or other appropriate forum of competent jurisdiction as the Bank deems fit in connection with any dispute arising out of the Facility and/or the Facility Documents. This Agreement shall be governed by laws of India.
- (c) The headings in the clauses of these Terms are only for ease of reference only.
- (d) The Merchant shall not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to JSFB.
- (e) JSFB reserves the right to disclose any information as required by any order, decree, law, regulation, guidelines or direction of any court, government and/or regulatory body.

13. Disclaimer

The Merchant is advised to carefully read and understand these Terms before using the web based QR Code payment solution. By using the UPI Services and/or the web based QR Code payment solution, the Merchant shall be deemed to have read, understood and accepted the Terms herein and shall be bound by such Terms and those displayed on JSFB/NPCI's website, as amended from time to time. These Terms shall be in addition to and not in derogation of the terms and conditions applicable to any account of the Merchant and/or any other product/service provided by JSFB. Usage of UPI Services and/or the web based QR Code payment solution shall be further subject to the UPI guidelines issued by JSFB and/or NPCI and/or other regulatory authority from time to time. Nothing herein or otherwise with respect to the usage of QR Code or the availing of the UPI Services shall be construed as creating any contractual or other rights against NPCI.

