

JANA SMALL FINANCE BANK LIMITED

Terms and Conditions for **Vanii-App** Application.

These terms and conditions ("Terms") shall apply to and regulate the provisions of the specified products and services provided by Jana Small Finance Bank Limited ("JSFB") through the **Vanii-App** Application ("Application"). These Terms are in addition to and not in derogation to such other terms and conditions as may be specified by JSFB from time to time

In case of any inconsistency between these Terms and Primary/other specified terms and conditions, these Terms shall prevail.

1. DEFINITIONS

In these Terms, the following words and phrase shall have the following meanings as set below unless the content indicates otherwise:

'Issuer Bank' - shall mean the User account holding bank which is a member bank of NPCI.

'Merchant(s)' - shall mean a merchant who provides goods and services in exchange for payment through UPI Services and hold an account with JSFB.

'**Vanii-App**' - shall mean an Application which can be downloaded from playstore , where the QR code of merchant will be displayed which can be scanned to receive instant payment notification through a language based voice system

'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.

'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.

'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.

'Service' __ shall have the same meaning which has been set out in Clause 7.

'Service Providers' - shall mean the service provider who has an arrangement with JSFB for generating the **Vanii-App** QR Code payment solution for the Merchant on behalf of JSFB.

'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.

'User(s)' - shall mean customer(s) having account with the Issuer Bank who scans the **Vanii-App** for instant payment to the Merchant.

"Jana Small Finance Bank" refers to JSFB Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at The fairway Business Park , First Floor, Survey No.10/1,11/2 & 12/2B, Off Domlur, Koramangala Inner Ring road _Next to EGL Business Park Challaghatta, Bengaluru-560071_____.

"Personal Information" shall have the same meaning as ascribed to it under the IT Act, 2008.

"Services" refers to the products and services as made available by JSFB to the Merchants through the Application from time to time and as more specifically mentioned in clause 7 of the Terms.

"Website" refers to the website owned, established and maintained by JSFB hosted at the URL: - <https://www.janabank.com>

2. INTERPRETATION

In these Terms, unless the contrary intention appears:

a. Any reference to:

- an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
- an "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- "Law" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the

force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.

- b. the singular includes the plural (and vice versa);
- c. the headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms;
- d. reference to the words "include" or "including" shall be construed without limitation;
- e. reference to a gender shall include references to the female, male and neutral genders

3. APPLICABILITY

These Terms form a binding contract between the Merchant and JSFB for availing Services through the Application. For availing the Services, the Merchant shall be first required to register himself/herself on the Application. JSFB shall be entitled at its sole discretion to accept or reject such registration requests by the Merchant/s and its decision in this regard shall be final and binding. By registering on the Application, the Merchant acknowledges that he/she has read, understood the Terms and accepts these Terms. While availing the Services through the Application, as applicable, the Merchant may have to accept certain additional service terms and conditions or notes ("Service Terms"), with respect to the specific services, which shall be communicated to the Merchant and the Merchant's conduct of continuing to avail such specific Service shall amount to his/her acceptance of such Service Terms and shall be binding on the Merchant.

4. SCOPE OF RECEIVING PAYMENT THROUGH THE APPLICATION

The information provided to the Merchant through the Application is not updated continuously but at regular intervals. Consequently, any information supplied to the Merchant through the Application shall pertain to the date and time when it was last updated and not as the date and time when it is supplied to the Merchant. JSFB shall not be liable for any loss that the Merchant may suffer by relying on or acting on such information. In the event of any dispute, JSFB's records shall be binding as the conclusive evidence of the transactions carried out through the Application in the absence of clear proof that JSFB's records are erroneous or incomplete.

The Application facilitates instant payments from User/s to Merchant/s via UPI. Payments made through the QR code directly transfer to Merchant's account held with JSFB upon successful transaction completion and give alerts to the merchant with the preferred language setting chosen in the Application

Any request for any Service, shall be binding on the Merchant as and when JSFB receives such a request. If any request for a Service is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Merchant, JSFB shall not be required to act on the request until it receives such documentation from the Merchant. The Merchant shall ensure that the Application is not used for any purpose which is illegal, improper or which is not authorised under these Terms/other specified terms.

5. REGISTRATION

To avail services through the Application, Merchant has to first register himself / herself, the process for which shall be followed by Merchant on the Application.

6. LOG IN TO APPLICATION

A Merchant can log into Application after registering their mobile number with the JSFB and successfully completing the registration process. The Merchant shall be provided an access to the Application upon successfully logging in. The mandatory permissions have to be granted by the Merchant in favour of the Application. The Application may ask for further additional permissions as well in order to avail certain add on requirements and features within it, as applicable.

7. SERVICES

Following is an indicative list of the Services which shall be offered through the Application.

- a. _____ generate QR code_____.
- b. _____Receive instant alerts_____.
- c. _____Change PIN
- d. _____Change language
- e. Generate list of UPI transactions through that QR for past 24 hours _____.

8. UNAUTHORISED ACCESS

The Merchant shall take all necessary precautions to prevent unauthorized and illegal use of the Application and Services offered through the Application. The Merchant agrees not to use/access the Application and/or Services offered through the same in any manner other than as authorized and intended by JSFB. Where the Merchant uses the Application for any purpose which is illegal, improper or which is not authorised under these Terms/ Service Terms, JSFB shall have a right to disable the use of the Application or do such other acts in its sole discretion. JSFB shall take commercially reasonable care to ensure the security of and to prevent unauthorised access to the Application and the Services offered through this Application using commercially reasonable technology available in India.

Sub _merchant

JSFB reserves the right to charge or modify existing charge by giving due notice which shall not be less than 24 hours and recover from the Merchant such charge for providing Services through the Application. The Merchant hereby authorises JSFB to recover the said charges by debiting one of the Accounts or by sending a bill to the Merchant who shall be liable to make the payment within the specified period. Failure to do so shall result in recovery of the applicable charges by JSFB in a manner as JSFB may deem fit along with interest, if any, and/or suspension of the Services made available through the Application without any liability to JSFB or such other action that JSFB may deem fit at its sole discretion.

9. MAINTENANCE OF RECORDS

Merchant/s agree to intimate the Bank within a period of 30 days (from the date of update) in case of any update in KYC documents / information submitted at the time of establishment of business relationship / account-based relationship and thereafter, to enable updation of Bank records.

10. INSTRUCTIONS

Any instruction, order, direction and/or request made through the Application which is accessed post successful authentication of Merchant Id /Password of Merchant shall be deemed to be an instruction, order, direction and/or request received from the Merchant. All instructions, requests, orders, directions entered by the Merchant electronically or otherwise are the sole responsibility of the Merchant. The Merchant understands that entering an instruction, direction, order and/or request with JSFB, either electronically or otherwise, does not guarantee execution of such instruction, direction, order and/or request. JSFB shall not be deemed to have received any instruction, direction, order, request electronically transmitted by the Merchant until it acts upon such instructions or confirms the receipt of the same.

All instructions for accessing the Application and/ or use of Service/s shall be given, through computer or any other medium/Application enabled by JSFB for the purpose, by the Merchant in the manner indicated by JSFB. The Merchant is solely responsible for the accuracy and authenticity of the instructions provided to JSFB and the same shall be considered to be sufficient for JSFB to effect. JSFB shall not be required to independently verify the instructions, and the instruction shall remain effective unless such instructions are cancelled by subsequent instructions that maybe given by the Merchant. JSFB shall have no liability if it does not or is unable to stop or prevent the implementation of such instruction, which is subsequently cancelled. Where JSFB considers the instructions to be inconsistent or contradictory it may seek clarification from the Merchant before acting on any such instruction of the Merchant or JSFB may act upon any such instruction as it deems fit. JSFB states that it has no liability or obligation to keep a record of the instructions given by a Merchant. JSFB may refuse to comply with the instructions without assigning any reasons and shall not be under any duty to assess the prudence or otherwise of any instruction and have the right to suspend the operations through the Application if it has reason to believe that the Merchant's instructions will lead to or expose JSFB to direct or indirect loss. However, JSFB requires an unconditional indemnity from the Merchant if the Merchant is allowed to operate the Application / Service(s).

11. ACCURACY OF INFORMATION

The Merchant is solely responsible for correctness and the accuracy of the information supplied to JSFB for registering / use of the Application and/or use of Services through any other means such as electronic mail or written communication. JSFB accepts no liability for the consequences arising out of erroneous information supplied by the Merchant. If the Merchant notices an error in the information supplied to JSFB in either the application form or any other communication, he shall immediately inform JSFB of such error. JSFB will endeavour to correct the error wherever possible on a "reasonable efforts" basis.

A Merchant must ensure that correct information is provided at the time of registration or on boarding regarding name, address, date of birth, nationality, mobile, email id etc. Where JSFB finds the information so provided prime facie to be incorrect or fictitious, then it shall have the right to terminate the usage of the Application as per its discretion.

12. LIABILITY OF THE MERCHANT AND JSFB

Neither JSFB nor its Affiliates shall be liable for any unauthorised transactions occurring through the access / use of the Application and/or availment of Services. The Merchant agrees to unconditionally, irrevocably and fully indemnify, defend and hold JSFB and the Affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. JSFB shall under no circumstance be held liable to the Merchant if the access to the Application and/or Services is not made available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure or any other reason beyond the control of JSFB. Under no circumstances shall JSFB 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, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Merchant or by any other person. Illegal or improper use of the Application and/or Services shall render the Merchant liable for payment of financial charges as decided by JSFB and/or will result in suspension of the operations through the Application.

13. DISCLAIMER OF WARRANTIES

The Merchant expressly agrees that the access / use of the Application and/or availment of Services is at the Merchant's sole risk. The Application is provided on an "as is" and "as available" basis.

Except as warranted in the Terms, JSFB expressly disclaims all warranties of any kind, whether express or implied or statutory and including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy, completeness and any warranties relating to the non-intrusion by hackers into the Application / Services.

JSFB does not warrant that access to the Website and Application and/or Services shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the use of the Website/ Application, accuracy or reliability of the Application and/or Services. JSFB does not warrant and shall not be responsible for any delay in carrying on the instructions due to any reason whatsoever, including due to failure of operational systems, technical issues or due to any requirement of law.

JSFB will not be liable for any malware/ virus that may enter the Merchant's system as a result of the Merchant using/accessing the Application and/or during availment of the Services. JSFB does not guarantee to the Merchant or any other third party that the Application would be virus/ malware free.

14. INDEMNITY

In consideration of JSFB providing the Merchant with access to the Application and/or Services, the Merchant shall, at his own expense, indemnify and hold JSFB, its directors and employees, representatives, agents and/or the Affiliates, as the case may be, harmless against all losses and expenses, on full indemnity basis, which JSFB may incur, sustain, suffer or is likely to suffer in connection with JSFB's or Affiliates' execution of the Merchant's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence of or by reason of providing Service through the Application , for any act or omission by JSFB and /or its Affiliates, its officers, employees or agents, on the instructions of the Merchant. The Merchant will pay JSFB and /or the Affiliates such amount as may be determined by JSFB and/or the Affiliates to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.

Further, the Merchant agrees, at its own expense, to indemnify, defend and hold harmless JSFB, its directors and employees, representatives, agents, and its Affiliates against any claim, suit, action or other proceeding brought against JSFB, its directors and employees, representatives, agents and Affiliates by a third party to the extent that such claim, suit, action or other proceeding brought against JSFB, its directors and employees, representatives, agents, and Affiliates is based on or arises in connection with:

- a. a violation of the Terms contained herein by the Merchant;
- b. any deletions, additions, insertions or alterations to, or any unauthorized use of / access to Application /Service(s), by the Merchant;
- c. any misrepresentation or breach of representation or warranty made by the Merchant contained herein; or
- d. any breach of any covenant or obligation to be performed by the Merchant hereunder

The Merchant agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

The Merchant hereby agrees that under no circumstances, JSFB's total aggregate liability for claims relating to JSFB's obligations contemplated under these Terms, whether for breach or in tort (including but not limited to negligence) shall exceed the transaction charges/fees or consideration paid by the Merchant within the previous twelve (12) months for use of / access to Application / availing Service(s), excluding any amount paid towards transactions.

15. DISCLOSURE OF INFORMATION

The Merchant agrees that JSFB and/or Affiliates or their contractors may hold and process his Personal Information and all other information concerning his Account(s) on computer or otherwise in connection with the use of / access to Application / availing Service(s) as well as for analysis, credit scoring and marketing. The Merchant also agrees that JSFB may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognised credit scoring agencies, or for fraud prevention purposes.

As per the Information Technology Act, 2000 ("Act") a subscriber may authenticate an electronic record by affixing his digital signature. The Act also provides legal recognition to digital signatures for authentication of electronic records.

The Merchant is solely responsible for maintaining the secrecy and confidentiality of the Password / PIN / any other details without any liability of JSFB in this regard

16. CHANGE OF TERMS

JSFB shall have the absolute discretion to amend or supplement any of the Terms, Service Terms, Primary Terms or Guidelines at any time and shall give a notice of amendment or supplement or other change whatsoever by hosting the same on the Website or in any other manner as decided by JSFB. The Merchant shall be responsible for regularly reviewing these Terms, Service Terms, Primary Terms, Guidelines and other terms including amendments thereto as may be posted on the Website. Such amended Terms, Service Terms, Primary Terms and Conditions will thereupon apply to and be binding on the Merchant immediately on such amendment or supplement being made to any Terms, Service Terms, Primary Terms or Guidelines.

If in the opinion of the Merchant, the changes are to his/her disadvantage, the Merchant may opt to close the Account and/or discontinue with the Service/s, at any time up to one month from the date of the notice by intimating JSFB of the same. However, the Merchant shall be liable to pay any extra charges or interest that may be applicable owing to such amendment or supplement being made to any Terms, Service Terms, Primary Terms or Guidelines for the period starting from the implementation of the said amendment till the date of the communication by the Merchant of his intention to discontinue with the Service/s.

By using any new Services as may be introduced by JSFB, the Merchant shall be deemed to have accepted the modified Terms as stipulated by JSFB.

17. NON- TRANSFERABILITY

The grant of access to the Application to a Merchant is not transferable under any circumstances.

18. TERMINATION

The Merchant may block his/her access to the Application and/or discontinue availing the Services, by uninstalling the Application or closing the account with JSFB. The Merchant shall remain responsible for any transactions made through the Application until the time of such termination.

JSFB may withdraw or terminate the access to the Application and/or discontinue provision of the Service/s and / or block the accounts of the Merchant without assigning any reason at any time either entirely or with reference to a specific Service or Merchant; or in case of breach of the Terms by the Merchant without a prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the Merchant; or if at any time JSFB finds that the Merchant has provided / declared incorrect / inaccurate information such as date of birth, nationality, name etc. It shall survive on the termination of this arrangement or of the Application for any reason whatsoever.

19. NOTICES

Unless mentioned otherwise, notices under these Terms may be given by JSFB and the Merchant in writing by delivering them by hand or by sending them by post to the last address given by the Merchant and in the case of JSFB to its corporate office address as set out hereinabove. In addition, JSFB may also publish notices of general nature, which are applicable to all Merchants in newspapers and/or on its Website. Such notices will have the same effect as a notice served individually to each Merchant. Notice and instructions by JSFB will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, cable, telex, email, SMS or facsimile.

20. FORCE MAJEURE

JSFB shall not be liable for any failure to provide the Application 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 Application may be suspended and/or terminated upon the occurrence of a Force Majeure Event.

21. DISPUTE RESOLUTION

All the disputes arising out of the Application 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.

22. GOVERNING LAW

These Terms of Application of the Merchant shall be governed by the laws of India. The Parties hereby agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Bengaluru in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. JSFB, however, in its absolute discretion, may commence any legal action or proceedings arising out of the Terms in any other court, tribunal or other appropriate forum, and the Merchant hereby consents to this right of JSFB. Any provision of the Terms which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but this shall not invalidate the remaining provisions of the Terms in such jurisdiction or affect such provision in any other jurisdiction.

23. APPLICABILITY TO FUTURE ACCOUNTS

JSFB and the Merchant agree that if the Merchant opens further Accounts with/subscribes to any of the products/services of JSFB or any of the Affiliates and JSFB extends the access to the Application/ Services to such Accounts or products or services and the Merchant opts for the use thereof, then the Terms as well as the Service Terms shall automatically apply to such further use / access by the Merchant.

24. GENERAL

- a. The clause headings herein are only for convenience and do not affect/be deemed to affect the meaning of the relative clause.
- b. 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.
- 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.