

UPI Terms and Condition for Loan Repayment

This document prescribes the Terms and Conditions, which shall be applicable to all transactions initiated by the User/Customers through any UPI PSP app and for using Unified Payments Interface (UPI) services for the repayment of loan/credit facility obtained from Jana Small Finance Bank Limited (“JSFB”). The repayment may be either in partial/EMI/full repayment of loan amount outstanding.

1. Definitions

- **‘Amount’** – The payment amount in question which is required to be transferred from the Payer to the Receiver via scanning the QR code generated in the website as a part of the UPI Transaction.
- **‘Authorisation / Authorised Transactions’** – The process by which Issuing Bank approves a Transaction.
- **‘Beneficiary Bank’** – Beneficiary Bank means “Jana Small Finance Bank Limited (JSFB) as the loan account will be held with JSFB.
- **‘Commission’** means the commission, fees, charges or levies payable to Bank, for facilitating a Transaction.
- **‘NPCI’** – 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.
- **‘Payer’** – Customer of the Beneficiary Bank who is holding loan account with Beneficiary Bank and who intends to use the UPI services for loan repayment.
- **‘Payment Service Provider’ (PSP) or “PSP App”** – 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.
- **‘Remitter Bank’** – The account holding bank of the Payer where the Debit of the UPI instruction is received from the Payer for execution on real time basis.
- **‘Service Providers’** – The Banks, Financial Institutions and Software Providers who are in the business of providing Information Technology Services, including but not limited to, Internet Based Electronic Commerce, Internet Payment Gateway and Electronic Software Distribution Services and who have an arrangement with bank

or with NPCI to enable use of UPI Software developed by them to route UPI Transactions.

- **‘Transaction’**– Every payment instruction that results in a debit (excluding Non-Financial transactions) to the Payer’s Account and a corresponding credit to the Receiver’s Account.
- **‘Non-Financial Transactions’** – Any transactions which is initiated on the App but does not result in debiting / crediting of User accounts.
- **‘UPI PIN’**– The authentication credentials, password, etc., as provided by User Account Holding Bank (‘Issuer Bank’), which shall be required by the User for completion of the transfer of funds through UPI.
- **‘UPI Services’**– The Unified Payment Interface, a multi-platform operable payment network solution which is being provided by Jana for the purpose of Interbank Funds Transfer i.e., pay someone (push) or collect from someone (pull) transaction, pursuant to the rules, regulations and guidelines issued by NPCI, Reserve Bank of India and theJSFB, from time to time.
- **‘User’** or **‘Customer’**- The term individually and collectively refer to Payer(s) using UPI services on Master Merchant Platform for initiating and executing UPI transactions for repayment of loan account held with Beneficiary Bank.
- **‘Virtual Payment Address’** – A unique Payment Identifier issued by a PSP to a Payer or a Receiver that, among other things, can be used to identify the debit or credit to a bank account.
- **‘QR code’** – A unique readable code of an array of black and white squares which can be used to scan for making payment.

2. Applicability of Terms

- These Terms and Conditions are applicable to the existing and eligible Users of the member Banks of NPCI offering the UPI Services. JSFB is the member bank of NPCI.. These Terms shall be in addition to and not in derogation of the Guidelines applicable to UPI Services of NPCI.
- It is agreed by the User that the obligations provided in these Terms and Conditions, shall be binding on the User with regard to any transaction done by the User via any UPI PSP App. The User understands and agrees that nothing herein or otherwise with respect to the usage of UPI PSP app or the availing of the UPI Services via UPI PSP app shall be construed as creating any contractual or other rights against NPCI.

3. Scope of Loan repayment through web based QR code

- **The Web based QR code loan repayment** offers an instant, twenty four hours (24X7), Interbank Electronic Funds Transfer and / or Funds Collection Service to the Users of UPI member banks. The Services allows Users to repay the loan / credit facility obtained from JSFB.

4. Disclaimer of Warranty

- The UPI Web QR based loan repayment 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. Downloading the QR code or using the website does not automatically entitle the User to receive any documentation, telephonic / technical support or version updates on their handheld devices/desktops from NPCI/JSFB

5. User Obligations

- The User is aware of the loan details being held with JSFB and also understands that the loan amount can be repaid through scanning the QR code in the website and the debit / credit transactions can be done from the default account only as set in User's PSP app. User may change the default account before initiating such debit transactions per his/her convenience.
- User agrees to assume and take over all consequences and risk of performing UPI transactions through scanning the UPI QR code and shall be solely responsible for any liability incurred by Issuer Bank in execution of any instruction issued by the JSFB. The User understands and agrees that once QR code is scanned / sending request is accepted under UPI Services, the default's loan account will automatically be credited with such amounts as may be mentioned in the sending request. The User understands and agrees that such amounts once credited to loan account cannot be reversed by the User.
- The User shall provide correct loan details at the time of initiating transaction while using the web based QR code solution. The User shall be solely responsible for entering wrong loan account number details due to which the funds may be transferred to an incorrect Loan account number.
- The User shall not hold JSFB responsible for any damage, claim, and issue arising out or in connection with any irregularities occurred while scanning the QR code initiated via the PSP App. The User understands and agrees that all such claims, losses, damages, liabilities and issues shall constitute a claim only against such PSP apps installed by Payer and not against JSFB.
- User agrees and accepts that the UPI Services is provided by JSFB in line with the NCPI and RBI's guidelines which are subject to change from time to time.

- User shall inform his / her account holding bank/JSFB immediately of any inquiry, question or issue raised by any authority including but not limited to any statutory authority. User shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by JSFB in case it relates to the functions of JSFB.
- The User shall be solely liable for ensuring availability of sufficient funds in the Account(s) at all times for the purpose of availing the Services. Charges and taxes will be applicable per the existing loan availed by the user with JSFB.
- The User is solely responsible for the accuracy and authenticity of the payment instructions issued via any PSP App. Once a payment instruction is issued, the same cannot be subsequently revoked by the User. JSFB accepts no liability for any consequences arising from erroneous information provided by the User in payment instructions.

JSFB or NPCI states 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. All instructions, requests, directives, orders, directions, carried out by the User via the UPI enabled PSP App, are based upon the User's decisions and are the sole responsibility of the User.

6. Disclaimer of Liability

- The User agrees and acknowledges that NPCI shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the User, information provided or disclosed by Issuer Bank regarding User's Account(s) or any loss of any character or nature whatsoever and whether sustained by the User or by any other person. While JSFB shall endeavour to promptly execute and process the transactions as instructed to be made by the User. JSFB shall not be responsible for any interruptions, non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law.
- JSFB shall not be liable for any loss, claim or damage suffered by the User and / or any other third party arising out of or resulting from failure of any transaction initiated via user's 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 Loan account details being provided by the User.
- JSFB shall not be responsible for any electronic or mechanical defect, data failure or corruption, viruses and bugs or related problems that may be attributable to User telecommunication equipment and / or the services provided by any Service

Provider. For the protection of both the parties, and as a tool to correct misunderstandings, the User understands, agrees and authorises JSFB, at its discretion, and without further prior notice to the User, to monitor and record any or all telephone conversations or electronic communications between the User and NPCI/PSP.

- JSFB expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the UPI Facility.
- The rights granted to a User are 'limited, non-exclusive, non-transferable. The User should not –
 - i. Indulge into any 'modification, adaptation, improvement, enhancement, translation or derivative work' of the UPI Webs based QR code Loan repayment solution as a whole or part.
 - ii. 'Decompile, reverse engineer, copy, disassemble, and attempt to derive the source code of, or decrypt the Website.'
 - iii. Remove or alter any propriety notices, legends, symbols or labels in the Website, including, but not limited to any trademark, logo or copyright.
 - iv. User agrees that all ownership of the Website including all relevant intellectual property rights shall remain with JSFB.
- Any breach of these stated Terms shall entitle JSFB to seek appropriate legal actions against the User as it shall deem fit and appropriate, including and not restricting the right to disable the Application.
- JSFB reserves the right to change / modify the Terms and Conditions at any time without prior notice. In the event that any changes are made, the revised Terms and Conditions shall be updated on JSFB website. User agrees to abide by the most recent version of this Terms each time the User uses UPIthe website for loan repayment only.
- JSFB has absolute right to grant access to the User to use the Application and user agrees and consents that the user shall not engage in any activity that shall interfere with or disrupts the Application. In the event of any misuse of the Application by user; JSFB shall have sole and absolute discretion to take suitable action against the user, including and not restricting JSFB right to seek appropriate legal remedies at the users cost and expenses. Further, nothing herein shall restrict JSFB's right to delete / block / blacklist / prohibit creation of such QR code which in JSFB'ssole and absolute discretion are misleading and/or likely to create confusion.

7. Indemnity

The User agrees, at its own expense, to indemnify, defend and hold harmless JSFB, in connection with the use of the UPI Services with reference to –

- A violation of the Terms by the User.
- Any deletions, additions, insertions or alterations to, or any unauthorised use of, the UPI Services by the User.
- Any misrepresentation or breach of representation or warranty made by the User contained herein.
- Any breach of any covenant or obligation to be performed by the User hereunder.
- The User 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, and action or proceeding attributable to any such claim.

This obligation shall survive termination of these Terms for any reason.

8. Termination

- UPI Services will automatically terminate if the User's Loan account linked to JSFB is closed.
- Notwithstanding anything herein to the contrary, JSFB reserves the absolute discretion to suspend or terminate the UPI Services and / or right of access to UPIthe Web based QR Loan repayment services for any reason and at any time with notifying the User and without any liability.
- Any termination by JSFB under these Terms and Conditions will not affect any of the obligations of the User under this Agreement which have arisen before the effective date of such termination.
- Upon termination for any reason, all rights granted by JSFB with respect to the App shall immediately cease and the User agrees to delete the App from any device on which the App has been installed including all components of the App in the possession or control of the User.

9. General Conditions

- The laws of India shall govern these Terms and Conditions and the usage of UPI Services / UPIWebsite based QR code Loan repayment services by the User and any legal action or proceeding pertaining to UPI Services / UPIWebsite based QR code Loan repayment services or arising out of these Terms and Conditions shall be brought in the competent courts, tribunals or any other appropriate forum in Bengaluru, India. JSFBBank accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India.
- JSFB may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.
- The headings in the clauses of these Terms and Conditions are only for convenience and do not affect the meaning of the relative clause.
- User hereby agrees and consents that he / she shall not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to JSFB.
- JSFB reserves the right to disclose any information as necessary to satisfy any law, regulation or governmental request.

Disclaimer

The User is advised to carefully read and understand these Terms and Conditions before using the Website based QR code Loan repayment services. By using the Website based QR code Loan repayment services, the User will be deemed to have read, understood and accepted the Terms and Conditions, mentioned herein below and will be bound by these Terms and Conditions, as amended from time to time, as displayed on JSFB /NPCI website and the continued use of the Website based QR code Loan repayment services UPI constitutes acceptance by the User of any such amendment. Usage of UPI services via Website based QR code Loan repayment services by the User shall be further subject to UPI guidelines issued by JSFBNPCI and other regulatory from time to time.