



UJJIVAN SMALL FINANCE BANK
Build a Better Life

TERMS AND CONDITIONS FOR QUICK RESPONSE CODE ("QR CODE") OF UNIFIED PAYMENT INTERFACE ("UPI")

These terms and conditions (hereinafter the "T&C") apply to and regulate the provision of QR Code based Unified Payments Interface facility (hereinafter "the Facility") offered by Ujjivan SFB.

1. Definitions:

The words and expressions used in the T&C shall have the below mentioned respective meanings assigned to them, unless the context indicates otherwise:

- a) "**Account**" refers to the resident Indian savings bank and/or current account(s) held and maintained by the Merchant with Ujjivan SFB, which is permitted to be used for the Facility.
- b) "**Business Day**" means a day (other than Public Holiday) on which Ujjivan SFB and banks are open for business in the location at which the branch of Ujjivan SFB, where the Account is maintained, is situated.
- c) "**Customer**" means the remitter who contracts with the Merchant for purchase of goods and/or availing services and makes a payment or remittance thereunder.
- d) "**Customer Payment Amount**" means the amount paid by the Customer to the Merchant, using the Facility, for purchase of any goods and/or for availing services from the Merchant.
- e) "**Facility**" means the Quick Response Code based Unified Payments Interface facility provided by Ujjivan SFB to Merchant in relation to the Account in conformity with the UPI Guidelines.
- f) "**Intellectual Property Rights**" means collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, reexaminations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefore, trade names, service marks, service names, or logos; (iv) rights relating to the protection of trade secrets and confidential information; and (v) Internet domain names, Internet and World Wide Web URLs or addresses or mobile phone applications; and (vi) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and whether or not such registration has been obtained.
- g) "**Merchant**" shall mean and include online, mobile-app based and offline merchant(s) who provide(s) goods and/or services for payment through the Facility.
- h) "**Merchant Services**" the services or products provided by the Merchant to his/her/its Customer, the remittance/payment for which is to be made through the Customer's valid accounts/Card/s or bank account, using the Facility.
- i) "**NPCI**" or "**National Payment Corporation of India**" means an umbrella organisation for operating retail payments and settlement systems in India, set up under the provisions of the Payment and Settlement Systems Act, 2007.
- j) "**Processing Mechanism**" means the payment mechanism through any permissible mode of payment and delivery as may be notified by Ujjivan SFB from time to time, including but not limited to Immediate Payment Service ("IMPS"), National Electronic Funds Transfer ("NEFT"), Real Time Gross Settlement ("RTGS") and/or UPI (defined hereinafter).
- k) "**Public Holiday**" means Second Saturday, Fourth Saturday, Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881), and days on which banks are not open for business either in the respective Clearing House or in the place of business of Ujjivan SFB where the Account is maintained.
- l) "**RBI**" means Reserve Bank of India.
- m) "**RBI Guidelines**" shall mean any guideline, circular, notification, regulation, requirement or other restriction or any decision or determination that has been or may be issued by the RBI from time to time.
- n) "**Tax**" includes any and all direct and indirect (including goods and services tax), present and future taxes, including without limitation any tax, levy, impost, duty, demand, cess, fees, revenues, surcharge, claims, public demands or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

- o) **"Transaction"** shall mean an electronic financial transaction undertaken using the payment acceptance services of Ujjivan SFB.
- p) **"Ujjivan SFB"** or **"the Bank"** means Ujjivan Small Finance Bank Limited, a company incorporated under the provisions of the Companies Act, 2013 (CIN: L65110KA2016PLC142162) and a Banking Company within the meaning of Banking Regulation Act, 1949, with its Registered Office and Head Office at Grape Garden, No: 27, 3rd "A" Cross, 18th Main, 6th Block, Koramangala, Bengaluru, Karnataka – 560 095, including its successors and assigns.
- q) **"Ujjivan SFB Customer Care Centre"** refers to the phone banking service provided by Ujjivan SFB. All customers availing of the services of USFB Customer Care Centre shall be bound by the terms and conditions stipulated by Ujjivan SFB in this regard. The USFB Customer Care Centre can be reached 24 X 7 all throughout 365 days a year at 1800 208 2121 or customercare@ujjivan.com.
- r) **"UPI"** refers to the Unified Payments Interface Service offered by NPCI in collaboration with its member banks.
- s) **"UPI Guidelines"** means any directive, rule, regulation, guideline, circular, notification, clarification, instruction, requirement, order, or other measure issued by NPCI from time to time.
- t) **"VPA" or "Virtual Payment Address"** means a unique Payment Identifier issued to the Customer or a Receiver which, among other things, can be used to identify the debit or credit to a bank account.
- u) **"Website" or "Official Website of Ujjivan SFB"** means the website of USFB, presently being www.ujjivansfb.in.

2. Interpretation:

- a) In the T&C, (i) reference to the masculine gender includes the reference to the feminine gender and vice versa; (ii) the meaning of the terms used herein shall be equally applicable for both singular and plural forms of the terms; (iii) unless otherwise specified, reference to a Clause shall mean reference to that particular clause; and (iv) reference to any document, statute, enactment, ordinance, order, regulation, guideline, notification, circular etc. shall be construed to include a reference to the amendments, extensions, re-enactments, supplementals, restatements, and/or consolidations thereto from time to time;
- b) Words or expressions used herein, but not specifically defined, shall have the respective meanings assigned to them as per the RBI Guidelines and the UPI Guidelines.
- c) The clause headings are only for convenience and do not affect the meaning of the relative clause.
- d) The terms and conditions governing the Account, stipulated by Ujjivan SFB from time to time, shall not be deemed as waived off or modified by these T&C, and the Account shall continue to be governed by all such terms and conditions.
- e) The T&C shall be in addition to and not in derogation of the comprehensive terms and conditions governing the Account, the UPI Guidelines and the RBI Guidelines.

3. Conditions Precedent: By applying for and availing the Facility, the Merchant acknowledges and agrees that:

- i. prior to submitting the application seeking the Facility, he/she/it has got acquainted thoroughly with the T&C, the RBI Guidelines and the UPI Guidelines;
- ii. he/she/it is a legal person, duly constituted and validly existing entity under the laws of Republic of India, holding requisite regulatory, legal and other authorizations, approvals and licenses to carry on and conduct his/her/its business activities and to undertake the activities disclosed to Ujjivan SFB, in accordance with all applicable guidelines, approvals and licenses and that agreeing to this T&C and performance of his/her/its obligations narrated herein does not and will not breach or cause conflict with any other obligations under law or with any parties;
- iii. he/she/it is capable of entering into and authorized to enter into a legally binding agreement with Ujjivan SFB with regard to the Facility; iv. his/her/its employees, officers, representatives, and other agents accessing the payment acceptance service of Ujjivan SFB and the Facility is/are duly authorized to access the same and legally bind the Merchant to the T&C and all actions;
- v. each and single information submitted to Ujjivan SFB for availing the Facility is/are accurate, true and correct in all respects, and he/she/it will maintain the accuracy of each and single information submitted to Ujjivan SFB for availing the Facility;
- vi. he/she/it is not barred or otherwise legally prohibited from accessing or using the services under the laws of Republic of India; and
- vii. he/she/it is aware and expressly acknowledges and agrees that use of the Facility is permitted only for those who are physically located in India at the time of registration, and the Facility shall not be used for Prohibited Services (mentioned in Annexure).

4. Scope:

- a) Ujjivan SFB has developed and is the owner of payment acceptance service. Ujjivan SFB shall endeavor to provide the Facility in accordance with the RBI Guidelines and the UPI guidelines, circulars and/or regulations issued by the RBI and NPCI from time to time, subject to the terms and conditions herein specified.

- b) The Facility will be provided by Ujjivan SFB at its discretion, subject to the Merchant being compliant at all times with the RBI Guidelines, the UPI Guidelines and those guidelines prescribed by Ujjivan SFB from time to time.
- c) To avail the Facility, the Merchant should be a business entity holding an active and valid Indian mobile number and the Account.
- d) The T&C is subject to amendments from time to time, which shall be notified by Ujjivan SFB to the Merchant through electronic media, by publishing on the Website, and notifying in the branches/offices of Ujjivan SFB. All such amendments shall be binding on the Merchant, unless he/she/it specifically notifies in writing to the branch of Ujjivan SFB where the Account is held at least 15 (Fifteen) days from the date of notifying such changes by Ujjivan SFB. However, Ujjivan SFB reserves the right to accept or reject such request of/notification by the Merchant.
- e) Ujjivan SFB shall be entitled to undertake enhancements for customer experience and transaction security in its absolute discretion. For the avoidance of any doubt, it is clarified that enhancements may also be in the nature of optimisation procedures, both manual and machine learning based, for different modes of payments in order to improve the payment performance.
- f) The Merchant shall use the Facility strictly in accordance with the T&C (as modified/amended/supplemented from time to time), and shall not access or attempt to access the Facility by any means other than through the interface that is provided by Ujjivan SFB and in the manner permitted thereby.

5. Fees and Charges:

- a) The Facility will attract requisite Fees/Charges stipulated by Ujjivan SFB from time to time, in conformity with the RBI Guidelines, the UPI Guidelines and/or the guidelines of Ujjivan SFB. The Merchant shall have to pay such Fees/Charges to Ujjivan SFB.
- b) In addition to the Fees/Charges, the Merchant shall have to pay applicable tax thereon and interest on delayed payment of Fees/Charges.
- c) Fees/Charges and all amount due from the Merchant to Ujjivan SFB will be recovered by Ujjivan SFB from the Account or any other account maintained by the Merchant with any branch of Ujjivan SFB, without specific notice/intimation to the Merchant. This shall be without prejudice to the right of Ujjivan SFB to deduct from any payment to be made to the Merchant, all such amounts which remain unpaid.

6. Payments:

- a) By availing the Facility and accepting the T&C, the Merchant expressly authorises Ujjivan SFB to hold, receive, process, disburse and settle funds on behalf of the Merchant.
- b) Such authorization shall permit Ujjivan SFB to receive Customer Payment Amounts pursuant to a Transaction into the Account to further process each Transaction.
- c) Ujjivan SFB shall hold, receive, process, disburse and settle funds with reference to the Transaction and the Account, strictly in conformity with the RBI Guidelines, the UPI Guidelines and the guidelines of Ujjivan SFB.

7. Terms & Conditions for UPI QR Acceptance:

- a) By accepting the T&C, the Merchant expressly authorize Ujjivan SFB to hold, receive and settle funds on behalf of the Merchant to such other value added services as may be opted and instructed by the Merchant on the permitted use of the application.
Ujjivan SFB shall initiate transfer of the relevant Customer Payment Amount received by it to the Account within the number of Business Days from the date of successful Transaction as defined in commercial arrangement with the Merchant. The same will be transferred after deduction of applicable Fees and Charges. It is clarified that Ujjivan SFB shall be liable to settle Customer Payment Amounts only upon actual receipt thereof.
- c) In processing the Transaction, Ujjivan SFB shall be entitled to rely upon all electronic communications, orders or messages received by Ujjivan SFB through the processing mechanism.
Ujjivan SFB shall not be obligated to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. Ujjivan SFB shall not be required to independently verify the veracity, authenticity or validity of the instructions, or the authority of the personnel who gave the instructions or to advise the Merchant about prudence of the instructions. Ujjivan SFB shall not undertake any liability in regard to any action taken by Ujjivan SFB based on the instructions so received or for delay in carrying out the instructions, or where the Merchant do not or is/are unable to stop or prevent the carrying out of or the execution/implementation of an instruction that is subsequently detected to be fraudulent or otherwise. All actions by Ujjivan SFB in the above manner shall be fully binding on the Merchant and he/she/it shall in no circumstance dispute or cause to be disputed such action by Ujjivan SFB.
- d) Ujjivan SFB shall not be responsible for any losses sustained through the use of stolen or hacked devices or fraudulent electronic transactions.

- e) Ujjivan SFB shall be entitled to act or refuse to act as it deemed fit, without incurring any liability whatsoever to the Merchant or to any other person, with respect to the Transaction or any instructions in relation to operations in the Account.
- f) Ujjivan SFB shall provide the Merchant the details of Transaction through a personal dashboard on an interface. The Merchant shall, within a period of 10 (Ten) days from the date of receipt of the details, report in writing to Ujjivan SFB any discrepancy/unauthorized Transaction reflected therein, along with full details of the discrepancy and the Merchant shall not be entitled to object to the same thereafter on any ground whatsoever, and the Transaction shall be deemed as accepted by the Merchant.

8. Representations, Warranties and Covenants:

- a) By applying for and availing the Facility the Merchant represents, warrants and covenants with Ujjivan SFB on an ongoing basis that:
 - i. all information submitted by him/her/it to Ujjivan SFB is and shall during the tenure of the engagement be maintained as true, correct and accurate in all respects;
 - ii. he/she/it is not barred or otherwise prohibited from accessing or using the Facility in any manner;
 - iii. he/she/it is and shall, during the tenure of this engagement, remain at all times the legal and beneficial owner of the Account and keep all details thereof up to date;
 - iv. he/she/it shall not transfer, assign or otherwise alienate the Account or the Facility;
 - v. all goods and/or services provided by him/her/it to the Customer shall be lawfully sold/provided and that the Merchant shall not sell/provide/offer products that are or may be perceived as illegal, offensive or prohibited and those listed in Annexure;
 - vi. he/she/it shall not impersonate any person or entity, falsely claim or otherwise misrepresent an affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signatures/signatures or perform any other fraudulent activity;
 - vii. he/she/it shall promote the Facility at his/her/its place of business and on his/her/its website;
 - viii. he/she/it shall promptly provide all information (including, but not limited to the financials, area of operation, occupation, nature of activity etc. related to the Merchant and/or the Transaction) and assistance as may be required by Ujjivan SFB from time to time in dealing with requests or queries of any governmental authority or judicial/quasi-judicial authorities;
 - ix. he/she/it shall provide KYC information and details to Ujjivan SFB, in electronic and physical form as may be required by Ujjivan SFB;
 - x. he/she/it is aware and acknowledges that Ujjivan SFB shall not be liable in any manner whatsoever for any negligence or misuse of the QR Code by him/her/it or his/her/its agents, employees, representatives or the Customer or anyone claiming under him/her/it or third parties;
 - xi. he/she/it shall not breach or cause to be breached privacy of the Customer, including the data/information and/or any other information with reference to the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute;
 - xii. he/she/it shall deliver goods/services immediately to the Customer upon receiving the confirmation of payment; and
 - xiii. he/she/it has appointed Ujjivan SFB as a collection agent for payments to be received by it.

9. Confidentiality and Intellectual Property Rights:

- a) The Merchant acknowledges that, it may have access to certain confidential information of Ujjivan SFB and accordingly, he/she/it agrees not to disclose the same to any third party.
- b) The Merchant shall not use the name or trademarks or Intellectual Property Rights of Ujjivan SFB in any manner without the prior written consent of Ujjivan SFB.
- c) The Merchant shall keep in strict confidence and shall not, without the prior written consent of Ujjivan SFB, use for a purpose other than for the purpose of the Facility or disclose to any third party any information relating to this arrangement and its terms including but not limited to any information related to Ujjivan SFB's business howsoever acquired, directly or indirectly, trade secrets, any information or data received from Ujjivan SFB or any other data pertaining to Ujjivan SFB that may come into the Merchant's possession in any form during the course of the arrangement under these presents, including information having commercial value, any intellectual property of Ujjivan SFB including but not limited to the use of any name, trademarks of Ujjivan SFB and other information of a confidential nature acquired in the course of dealings with Ujjivan SFB.
- d) The term Confidential Information shall mean and include all proprietary and confidential information or data of Ujjivan SFB and those of its customers, clients or suppliers whether commercial, financial, technical or otherwise (whether oral or recorded in any medium) relating to the business, financial or other affairs (including future plans) of Ujjivan SFB which is treated by it as confidential, or is marked or is by its nature confidential, including but not limited to all copyright, trademarks, trade secrets, patents and other intellectual property rights belonging to it.

- e) The Merchant shall ensure that no person who has access to the Facility or any other services (including any payment acceptance services) offered by Ujjivan SFB shall reverse engineer, decompile or disassemble any software shared/disclosed by Ujjivan SFB, or write or develop any derivative software or any other software program based thereon.
- f) Ujjivan SFB shall exclusively retain all worldwide rights, title and interest in and to the Facility and all other services (including any payment acceptance services) offered by Ujjivan SFB (including without limitation ownership of all intellectual property rights therein and to the Processing Mechanism enabled by Ujjivan SFB and software related thereto).
- g) The Merchant understands and agrees that the customizations, if any, carried out for and on behalf of you shall be intellectual property rights of Ujjivan SFB and that the Merchant can only use such additional modifications/amendments during the term of the engagement.
- h) This arrangement does not transfer any technology and Intellectual Property Rights including the trademarks and logos belonging to Ujjivan SFB in favour of the Merchant and all rights, title and interest in the technology and Intellectual Property rights (whether registered or not) shall remain solely with Ujjivan SFB.

10. Indemnification:

- a) The Merchant undertakes and agrees to indemnify and hold harmless Ujjivan SFB and its officials against all actions, proceedings, claims, penalties, demands and costs (including without limitation, legal costs incurred by Ujjivan SFB), awards, damages, losses, liabilities and/or expenses, however arising out of or in connection with the T&C:
 - i. any claim of or proceeding brought by a Customer in relation to product and/or service offered or sold by the Merchant;
 - ii. any act of commission or omission by the Merchant or any of his/her/its agents, employees, licensees, contractors or the Customer;
 - iii. a breach of any term or condition mentioned herein, by the Merchant or any inaccuracy of a representation or warranty given by the Merchant hereunder; and/or
 - iv. a breach of applicable laws.

11. Limitation of Liability:

- a) Ujjivan SFB reserves the right to offer the Facility at its discretion. Ujjivan SFB shall also have the absolute discretion to offer the Facility selectively or not to offer, even if applied for by the Merchant. For offering the Facility, Ujjivan SFB may utilize the services of business partners and/or third parties, and the Merchant shall be deemed to have agreed for the same and also to the processes stipulated by Ujjivan SFB/the business partners and/or third parties in relation to the Facility.
- c) Ujjivan SFB is mere facilitator of QR Code based Unified Payments Interface facility, and it is in no way associated with the business or the goods or services offered by the Merchant. All issues arising out of the dealings between the Merchant and the Customer should be dealt with and resolved by the Merchant and the Customer. Use of the payment acceptance services of Ujjivan SFB by the Merchant or the Customer in no way represents any endorsement of the Merchant by Ujjivan SFB. Ujjivan SFB is not obligated to mediate disputes between the Customers and the Merchants or between a Customer and a Merchant or any payment system participants.
- d) Ujjivan SFB offers the Facility by classifying/categorizing Merchants under 2 (Two) categories depending on the Transactions in the Account (individual Transaction and/or Transactions during a given periodicity) based on internal criteria laid down by Ujjivan SFB in conformity with the UPI Guidelines. At a given point of time, the Merchant shall be eligible for recognized under only one category. The Merchant shall be solely responsible to ensure that the individual Transaction and/or Transactions in the Account during a given periodicity do not exceed the permissible limits and to inform Ujjivan SFB about the breach in limits.
- e) Ujjivan SFB reserves the right to review the Account periodically, and classify and/or reclassify the Merchant to an available different category based on internal criteria laid down by Ujjivan SFB in conformity with the UPI Guidelines.
- f) Merchant desirous of getting his/her/its category reclassified can submit requisite requisition to Ujjivan SFB and the reclassification will be effective once the Merchant complies with the formalities prescribed by Ujjivan SFB. Notwithstanding the same, Ujjivan SFB reserves the right to classify and/or reclassify the Merchant to an available different category on its own without obtaining from the Merchant such requisition, if Ujjivan SFB is of the opinion that individual Transaction and/or Transactions in the Account during a given periodicity do not conform to the applicable guidelines of the given category. Continued usage of the Facility will be deemed as acceptance of the classification and/or reclassification, and the applicable T&C, by the Merchant.
- g) Unless otherwise required by applicable law, all Transaction processed under these presents shall be non-refundable. Ujjivan SFB is not a party to and shall not be responsible for any disputes, chargebacks or reversals amongst the Merchant and the Customer. Notwithstanding anything contrary contained in the T&C, Ujjivan SFB shall not be liable to the Merchant or any Customer for any special, indirect, incidental or consequential damages arising in connection with the T&C or otherwise.

- h) For any proven claims of any nature whatsoever, the total liability of Ujjivan SFB shall never exceed Fees received from the Merchant for a 7 (Seven) day period immediately preceding from the date of the relevant claim or demand.
- i) Ujjivan SFB shall have absolute right to withhold, cancel or reverse settlement/payments of the Customer Payment Amount or place operational restrictions with regard to the Account or the amount received pursuant to the Transaction, if Ujjivan SFB has reasons to believe that there exists reasonable grounds to suspect that the Transaction has been conducted in breach of the T&C or with the intent to defraud, OR if Ujjivan is directed/mandated so by any statutory/regulatory/law enforcement/other authority.
- j) The Merchant shall be deemed to have acknowledged and agreed that Ujjivan SFB would be placing operational restrictions (if any) in the Account or the Facility with a view to prevent Ujjivan SFB/the Merchant/third parties from exposing to risks and/or to save Ujjivan SFB/the Merchant/third parties from suffering loss (monetary or otherwise), or based on lawful directives served on Ujjivan SFB. The Merchant shall be solely responsible for ensuring that the standing instruction(s) and/or payment instruction(s), if any, already issued by him/her/it in the Account is/are appropriately managed/addressed by the Merchant at his/her/its own cost and responsibility, without casting any liability on Ujjivan SFB, during the period which the operational restrictions are in force. Operational restrictions once placed in the Account or the Facility shall be removed/revoked by Ujjivan SFB if the Merchant requests. However, in regard to instances of operational restrictions placed pursuant to lawful directives, removal/revocation of the operational restrictions shall be considered only based on further lawful directives served on Ujjivan SFB. Without prejudice, Ujjivan SFB may consider removal/revocation of the operational restrictions on its own, if it considers that removal/revocation of operational restrictions is appropriate. The Merchant shall not dispute or cause to be disputed, at any point of time, any of the action on the part of Ujjivan SFB in this regard.
- k) The Merchant shall be solely responsible for ensuring secure usage and storage of the QR Code. Ujjivan SFB shall not be liable for issues or instances or disputes or losses arising out of misuse or unwarranted disclosure of the same by the Merchant or due to any reason whatsoever.
- l) By availing the Facility, the Merchant shall be deemed to have authorized Ujjivan SFB to disclose, from time to time, any information and data relating to the Merchant (including personal sensitive data or information and any information that requires consent under the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and/or any other statute) in or outside India to: (a) any group entity, employees, agents, representatives etc. of Ujjivan SFB; (b) third parties engaged by Ujjivan SFB or any of its group entities; (c) any rating agency, insurer or insurance broker of, or direct or indirect provider of credit protection to Ujjivan SFB or any group entity; (d) any service provider or professional adviser of Ujjivan SFB or its group entity with the rights to further share it with their sub-contractors in any jurisdiction; (e) any credit bureau, credit information companies, database/databanks, corporates, banks, financial institutions etc.; (f) any authority or other entity as required by law or any authority; (g) any other person to (or through) whom Ujjivan SFB assigns or transfers or novates (or may potentially assign or transfer or novate) all or any of its rights and obligations under the Facility; (h) RBI or any Government or any other regulatory Authorities/Bodies/Departments; and/or (i) any court or judicial, statutory authority/tribunal. Possession, processing, usage or sharing of the information by Ujjivan SFB and/or the herein mentioned entities shall not be disputed or cause to be disputed by the Merchant at any point of time.

12. No Warranty: Except as expressly provided herein, Ujjivan SFB disclaims all warranties, responsibilities, express or implied, written or oral, including but not limited towards warranties of merchantability, any service interruptions (including on account of communication outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Transaction) and fitness of the payment acceptance services of Ujjivan SFB and it does not warrant that the functions contained in the payment acceptance services of Ujjivan SFB shall be uninterrupted or error free.

13. Suspension and Termination:

- a) Ujjivan SFB and its partners reserve the right and shall be entitled to suspend the services immediately, including withholding, rejecting the settlements that is or may be suspicious, susceptible or fraudulent or for risk management purposes, pending inquiry and/or resolution of such issue, including any breach of the T&C.
- b) Each party hereto is entitled to terminate this arrangement, at its option by giving a notice of not less than 15 (Fifteen) days in writing to the other party. However, Ujjivan SFB shall have absolute rights to terminate the arrangement hereunder at any time without notice to the Merchant.
- c) If there are reasonable grounds for Ujjivan SFB to suspect that a Transaction is suspicious or fraudulent, Ujjivan SFB shall be entitled to suspend its services immediately, terminate this arrangement with immediate effect without having to give any notice of termination to the Merchant and withhold the settlements to the Merchant. Ujjivan SFB shall also have the right to block any future payments. The Merchant acknowledge that Ujjivan SFB shall not be responsible for any interruption caused due to suspension of services.
- d) Termination of the services hereunder shall not release any party hereto from the obligation to make payment of all amounts then due and/or payable; upon Termination both parties shall settle all outstanding dues payable to the other party.

- e) The Merchant agrees and acknowledges that Ujjivan SFB is not bound to provide any support services on termination of the arrangement under these presents.
- 14. Force Majeure:** Should Ujjivan SFB be delayed in or prevented, in whole or in part, from performing any obligation or condition hereunder, or from exercising its rights by reason or as a result of any force majeure, it shall be excused from performing such obligations or conditions. Ujjivan SFB shall have the right to terminate the event if the force majeure event continues for a period of 90 (Ninety) days. The term "force majeure" as used herein means acts of God, acts of government, acts of terrorism, strikes, lockouts, or other industrial disturbances, acts of a public enemy, blockades, wars, insurrections or riots, terrorism, epidemics, landslides, fires, storms, floods, explosions, technological failures, breaches, hacks, system vulnerabilities or incompatibilities, or other similar causes beyond the control of such party.
- 15. Dispute Resolution, Governing Law and Jurisdiction:**
- a) The T&C shall be governed by and construed in accordance with the laws of Republic of India. Any difference, dispute, conflict or controversy, including any question as to its existence, validity or termination, arising out of or in connection with the T&C ("Dispute") shall, if not amicably settled within 30 (Thirty) days after the receipt by one party hereto of a written notice from the other party hereto of the existence of such Dispute, be referred to and resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat and venue of arbitration shall be Bengaluru in India and the arbitration shall be conducted in English. The award of the arbitrator shall be final and binding upon the parties hereto. Each party hereto shall bear its own cost of arbitration. Pending the award, including any interim award, the Merchant shall be liable to perform all its obligations under the T&C.
- c) All disputes arising out of and/or in relation to the T&C and the Facility shall be subject to the jurisdiction of the court/tribunal/forum of situated in Bengaluru and that, accordingly, any legal action, suit or proceedings arising out of or in connection with the T&C and/or the Facility may be brought in those courts/tribunals/fora. Provided however, that Ujjivan SFB shall be entitled to pursue the same in any other court of competent jurisdiction at any other place.
- d) Any complaints/ requests raised by the customer with the Bank shall be addressed in the manner specified in Bank's grievance redressal policy
- 16. Miscellaneous:**
- a) In availing the Facility, the Merchant declares, assures and undertakes to abide by the relevant security standards/regulations/requirements/guidelines which would be applicable to the conduct of the Transaction, including, without limitation: (i) regulatory provisions as may be applicable from time to time, (ii) security measures and resultant hardware/software upgrade consequent upon upgrade of Merchant's systems and procedures with a view to ensuring security of the Transaction, (iii) maintenance, protection, confidentiality and such other requirements with respect to Transaction data as may be imposed by any regulatory or standards authority.
- b) The Merchant acknowledges that his/her/its timely provision of access to his/her/its systems and various devices, as well as assistance, processes, cooperation, complete and accurate information and data from his/her/its officers, agents, and employees and suitably configured hardware and software are essential to performance of any payment acceptance services of Ujjivan SFB. The Merchant shall allow Ujjivan SFB to audit and inspect business processes followed by the Merchant in relation to the payment acceptance services of Ujjivan SFB and suggest suitable changes thereto.
- c) The Merchant may receive communication over voice calls and messages regarding payment acceptance services of Ujjivan SFB, and products, and other such promotional communications. The Merchant unconditionally consent that such communications are: (i) upon his/her/its request and authorization; (ii) not 'unsolicited commercial communications' as per the guidelines of Telecom Regulation Authority of India (TRAI); (iii) in compliance with the relevant guidelines of TRAI or such other authority.
- d) The Merchant shall keep complete and accurate records related to the Facility and the Transaction. All the said records shall, unless otherwise agreed in writing, be kept by the Merchant for the period as required under Applicable Law. The Merchant shall, subject to being provided reasonable notice, allow Ujjivan SFB, its management, its auditors external or internal and/or its regulators including RBI, the opportunity of inspecting, examining and auditing of the records, processes which are directly relevant to the Facility. The Merchant shall co-operate with such auditing. The Merchant shall correct any practice which is found to be deficient as a result of any such audit, within the time stipulated by Ujjivan SFB.
- e) The arrangement herein is on a principal to principal basis. Nothing contained herein shall be deemed to constitute a partnership, joint venture, agency, legal representative, employment relationship or to create any fiduciary relationship between the parties hereto.
- f) If any provision of the T&C shall contravene or be illegal, invalid or unenforceable under the laws of any State or jurisdiction in which these T&C shall be performed or enforced, then such contravention, illegality, invalidity or unenforceability shall not invalidate the entire T&C. Such provision shall be deemed to be modified to the extent necessary to render it valid, legal and enforceable, and if no such modification shall render it valid, legal and enforceable, then the T&C shall be construed as if not containing the provision held

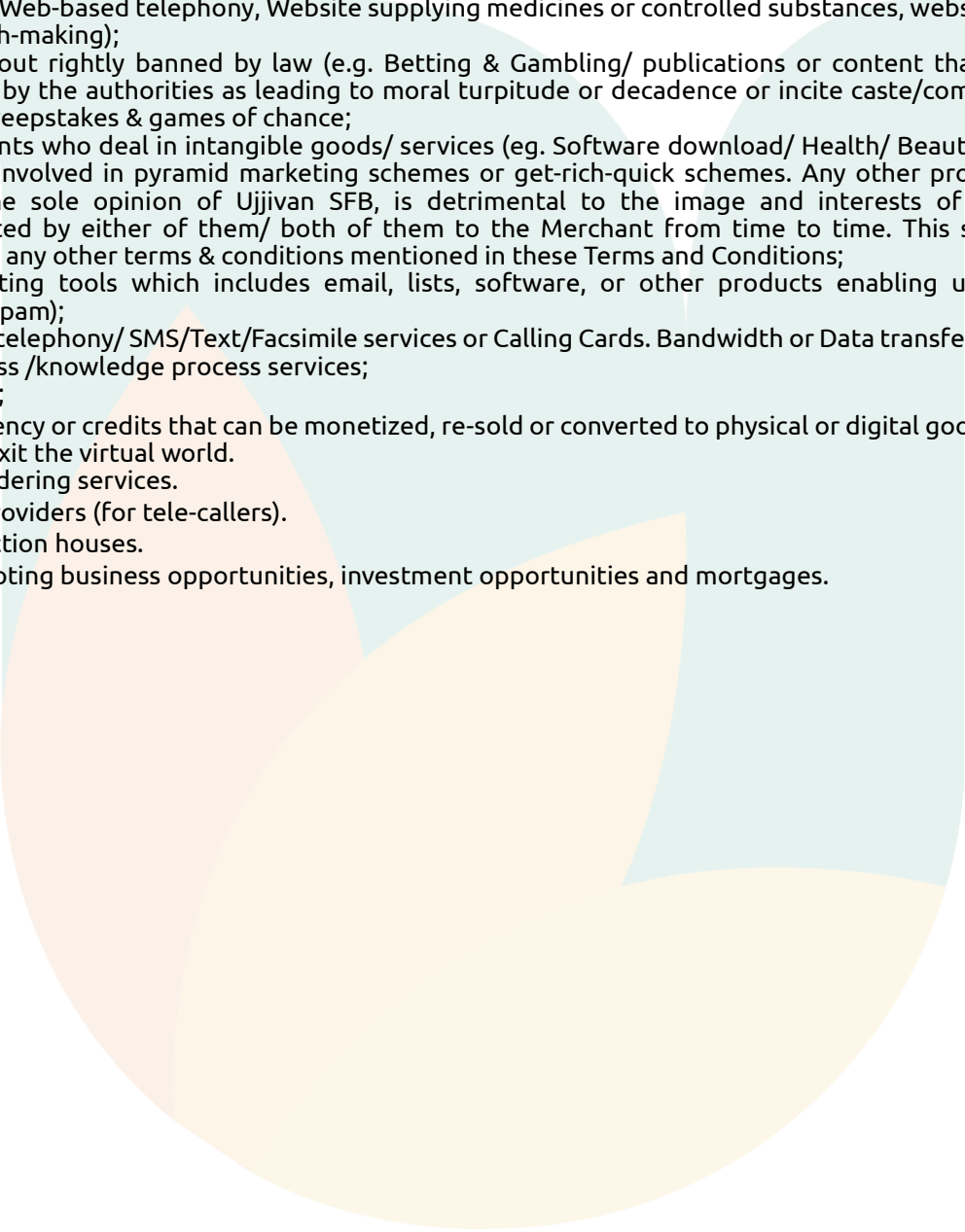
to be invalid, and the validity, legality and, enforceability of the provisions or covenants of this T&C shall be unaffected, and the rights and obligations of the parties shall be construed and enforced accordingly.

- g) Notices under these T&C may be given in writing by delivering them by hand or on the Website or by sending them by post to the last address given by the Merchant and in the case of Ujjivan SFB to its Registered Office address. In addition, Ujjivan SFB may also publish notices of general nature, which are applicable to Merchants through visual or electronic or print media. Such notices will have the same effect as a notice served individually to each Merchant. Notice and instructions issued by Ujjivan SFB to the Merchant will be deemed served 5 (Five) days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile. Notice issued by the Merchant to Ujjivan SFB shall be deemed as served upon actual receipt by Ujjivan SFB.

ANNEXURE

Prohibited Services:

1. Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services; website access and/or website memberships of pornography or illegal sites;
2. Alcohol which includes alcohol or alcoholic beverages such as beer, liquor, wine, or champagne;
3. Body parts which includes organs or other body parts;
4. Bulk marketing tools which includes email lists, software, or other products enabling unsolicited email messages (spam);
5. Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free;
6. Child pornography which includes pornographic materials involving minors;
7. Copyright unlocking devices which includes Mod chips or other devices designed to circumvent copyright protection;
8. Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials;
9. Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software;
10. Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods;
11. Drugs and drug paraphernalia which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms;
12. Drug test circumvention aids which includes drug cleansing shakes, urine test additives, and related items;
13. Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction;
14. Gaming/gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content;
15. Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles;
16. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, website, or other protected property;
17. Illegal goods which includes materials, products, or information promoting illegal goods or enabling illegal acts;
18. Miracle cures which includes unsubstantiated cures, remedies or other items marketed as quick health fixes;
19. Offensive goods which includes literature, products or other materials that: (a) defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors; (b) encourage or incite violent acts; (c) promote intolerance or hatred.
20. Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals;
21. Pyrotechnic devices, combustibles, corrosives and hazardous materials which includes explosives and related goods; toxic, flammable, and radioactive materials and substances;
22. Regulated goods which includes air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications;
23. Securities which includes government bonds or related financial products;
24. Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products;
25. Traffic devices which includes radar detectors/jammers, license plate covers, traffic signal changers, and related products;
26. Weapons which includes firearms, ammunition, knives, brass knuckles, gun parts, and other armaments;
27. Wholesale currency which includes discounted currencies or currency exchanges;

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28. Live animals or hides/skins/teeth, nails and other parts etc. of animals;
 29. Multi-Level Marketing collection fees;
 30. Matrix sites or sites using a matrix scheme approach;
 31. Work-at-home approach and/or Work-at-home information;
 32. Drop-shipped merchandise;
 33. Any product or service which is not in compliance with all applicable laws and regulations whether federal, state, local or international, including the laws of India;
 34. The Merchants providing services that have the potential of casting the Payment Gateway Facilitators in a poor light and/or that may be prone to Buy & Deny attitude of the cardholders when billed (e.g. Adult material/ Mature content/Escort services/ friend finders) and thus leading to chargeback and fraud losses;
 35. Businesses or website that operate within the scope of laws which are not absolutely clear or are ambiguous in nature (e.g. Web-based telephony, Website supplying medicines or controlled substances, website that promise online match-making);
 36. Businesses out rightly banned by law (e.g. Betting & Gambling/ publications or content that is likely to be interpreted by the authorities as leading to moral turpitude or decadence or incite caste/communal tensions, lotteries/sweepstakes & games of chance;
 37. The Merchants who deal in intangible goods/ services (eg. Software download/ Health/ Beauty Products), and businesses involved in pyramid marketing schemes or get-rich-quick schemes. Any other product or Service, which in the sole opinion of Ujjivan SFB, is detrimental to the image and interests of Ujjivan SFB, as communicated by either of them/ both of them to the Merchant from time to time. This shall be without prejudice to any other terms & conditions mentioned in these Terms and Conditions;
 38. Bulk marketing tools which includes email, lists, software, or other products enabling unsolicited email messages (spam);
 39. Web-based telephony/ SMS/Text/Facsimile services or Calling Cards. Bandwidth or Data transfer/ allied services. Voice process /knowledge process services;
 40. Mailing lists;
 41. Virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world.
 42. Money laundering services.
 43. Database providers (for tele-callers).
 44. Bidding/Auction houses.
 45. Firms promoting business opportunities, investment opportunities and mortgages.