

## TERMS & CONDITIONS

This document lays out the “**Terms and Conditions**”, which shall be applicable to all transactions initiated by the Customer *vide* the Unified Payment Interface, as defined herein below, through YES BANK Limited, for the purpose of transfer of funds.

Before usage of the “**Unified Payment Interface**”, all Customer(s) are advised to carefully read and understand these Terms and Conditions. Usage of the **Unified Payment Interface** by the Customer(s) shall be construed as deemed acceptance of these Terms and Conditions, mentioned herein below.

### 1. DEFINITIONS:

- 1.1 “**Authentication Credentials**” shall mean password, biometrics, PIN etc., as provided by YES BANK or 3<sup>rd</sup> party provider like UIDAI, from time to time, which shall be required by the Customer for completion of the transfer of funds through UPI;
- 1.2 “**UPI Services**” shall mean Unified Payment Interface, a multi-platform operable payment network solution which is being provided by NPCI for the purpose of inter-bank fund transfer of funds i.e., pay someone (*push*) or collect from someone (*pull*) pursuant to the rules, regulations and guidelines issued by NPCI, Reserve Bank of India and the Bank, from time to time;
- 1.3 “**YES BANK**” shall mean YES BANK Limited, a company within the meaning of the Companies Act, 1956 and a banking company within the meaning of Section 5(c) of the Banking Regulation Act, 1949 having its registered office at 9<sup>th</sup> floor, Discovery of India Building, Nehru Centre, Dr. Annie Besant Road, Worli, Mumbai - 400018;
- 1.4 “**NPCI**” shall mean National Payments Corporation of India, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at 1001A, B wing 10th Floor, The Capital, Plot 70, Block G, Bandra- Kurla Complex, Bandra (East), Mumbai - 400 051, and acting 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;
- 1.5 “**ECS**” shall mean an electronic mode of payment / receipt for transactions that are repetitive and periodic in nature and predominantly used by institutions for making bulk payment of amounts towards distribution of dividend, interest, salary, pension, etc., or for bulk collection of amounts towards utility payment, cess and tax collections, loan installment repayments, periodic investments in mutual funds, insurance premium etc.

- 1.6 **"UIDAI"** shall mean the Unique Identification Authority of India, is a government agency based in New Delhi that serves as the issuing authority for Aadhaar unique identification numbers (UIDs) and cards;
- 1.7 **"Beneficiary Bank"** shall mean the Bank holding a bank account of the Receiver where the credit of the UPI instruction is received from the Payer to be executed either in real time basis or periodically with a settlement process.
- 1.8 **"Remitter Bank"** shall mean a bank holding a bank account of the Payer where the Debit of the UPI instruction is received from the Payer to be executed on real time basis.
- 1.9 **"Merchant"** shall mean a merchant established under the prevalent law and has an agreement with Master Merchant to accept payment through UPI Services towards the sale of products or services to its customers.
- 1.10 **"Authorization/Authorized Transactions"** means the process by which YES BANK approves a Transaction as stipulated by competent authorities/ 3<sup>rd</sup> parties, from time to time.
- 1.11 **"Chargeback"** shall mean approved and settled UPI transactions which are at any time refused, debited or charged back to Master Merchant's account by the Issuer, Acquiring Bank or NPCI for any reason whatsoever, together with YES BANK fees, penalties and other charges incidental thereto.
- 1.12 **"Payer"** shall mean any person holding a banking account and who desires to pay money to the Receiver for purchase of goods or services online using the UPI Services, being offered by the Master Merchant or the Merchant on its website or mobile application thereto.
- 1.13 **"Receiver"** shall mean any person or the Merchant holding a banking account, who are desirous to receive payments from the Payer over the internet using the UPI Services. In case the Payer is customer of the Merchant and is paying money to the Merchant for purchase or utilization of goods and services from the Merchant, the Merchant shall be the Receiver.
- 1.14 **"Customers"** shall be used to collectively refer to Payer(s) and Receiver(s) using UPI services on Master Merchant Platform for initiating and executing UPI transactions.
- 1.15 **"Amount"** shall mean the payment amount in question which is required to be transferred from the Payer to the Receiver via the Master Merchant or Merchant as a part of the UPI Transaction.
- 1.16 **"Merchant Account"** shall mean YES BANK account of the Merchant maintained with YES BANK for collecting Fees, charges and other levies. In case the Merchant intends to

use this Merchant Account to settle UPI transactions, for which the Merchant is the Receiver, then the Merchant Account shall also be used for settlement of transactions using UPI Services.

- 1.17 "Master Merchant Account"** shall mean YES BANK account of the Master Merchant maintained with YES BANK for collecting Fees, charges and other levies. In case the Master Merchant intends to use this Master Merchant Account to settle UPI transactions, for which the Master Merchant is the Receiver, then the Master Merchant Account shall also be used for settlement of transactions using UPI Services.
- 1.18 "Service Providers"** means 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 YES BANK or with NPCI to enable use of UPI Software developed by them to route UPI Transactions.
- 1.19 "Commission"** means the commission, fees, charges or levies payable to YES BANK, for facilitating a Transaction.
- 1.20 "Payment Service Provider" or "PSP"** shall mean entities which are allowed to issue virtual addresses to the customers 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.
- 1.21 "Premises"** shall mean the place of business of the Master Merchant or Merchant
- 1.22 "Transaction"** shall mean every payment instruction that results in a debit to the Payer's Account and a corresponding credit to the Receiver's Account.
- 1.23 "Virtual Address"** means a unique Payment Identifier issued by a PSP to a Payer or a Receiver that, among other things, can be used to identify, debit or credit a bank account.
- 1.24 "Master Merchant Platform"** shall mean the website/mobile with the domain name or Application name and which is established by the Master Merchant Platform for the purposes of enabling Payers and Receivers to carry out Transactions. It shall also include the platform provided by Master Merchant to the Merchant consisting of UPI services provided by YES BANK for the purpose of enabling UPI transactions.
- 1.25 "Merchant Platform"** shall mean the website/mobile with the domain name or Application name and which is established by the Merchant Platform for the purposes of enabling Payers and Receivers to carry out Transactions.

## **2. FOR MASTER MERCHANT:**

- 2.1** The Master Merchant shall duly fulfill all Transactions in accordance with the instructions of the Customers and as mutually decided between the Master Merchant and its Customers/Merchants and shall not dispute or dishonor them for any reason whatsoever, other than reasons as mentioned herein or upon mutual agreement between the Customer/Merchant and the Master Merchant.
- 2.2** YES BANK may at any time and without assigning any reasons thereof, disqualify/reject any Merchants, by sending a written notice or email to the Master Merchant. The Master Merchant agrees to not offer UPI services to Merchants, who are disqualified or rejected or not approved by YES BANK, from time to time. Further, YES BANK has the right to ask for additional details/documents on a case-to-case basis to approve a Merchant basis its internal policies, as amended from time to time.
- 2.3** The Master Merchant shall ensure to keep confidential all information submitted by the Customers on the Master Merchant's Platform. The Master Merchant shall ensure that there are proper encryption and robust security measures to prevent any hacking of the information of the Customers. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to the interests of the Customer. The Master Merchant shall use the Customer's data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party.
- 2.4** The Master Merchant agrees to put up notices, disclaimers or warranties as may be requested by YES BANK or other relevant parties and shall comply with the aforesaid requests forthwith.
- 2.5** The Master Merchant shall take all precautions as may be feasible or as may be directed by YES BANK, the NPCI and other relevant parties to ensure that there is no breach of security of the Master Merchant's Platform, YES BANK UPI software and/or the link between both parties is maintained at all times during the term of the contractual arrangement between the Master Merchant and YES BANK.
- 2.6** The Master Merchant shall permit the authorized representatives of YES BANK to carry out physical inspections of the place(s) of business and records to verify compliance during normal business hours of the Master Merchant by giving prior written notice of not more than 3 Business Days. The Master Merchant shall permit the authorized representatives of YES BANK to audit the Master Merchant's Platform to verify compliance to security guidelines by giving prior written notice of not more than 2 Business Days.

- 2.7** The Master Merchant shall submit a 3<sup>rd</sup> party security audit report of the Master Merchant's Platform once every year unless specifically exempted in writing by YES BANK.
- 2.8** The Master Merchant shall provide a reasonable level of service support to the Customers. Such support shall include appropriate notice to Customers of means of contacting the Master Merchant in the event the Customer has questions regarding the nature or quality of the products and/or services and the procedures for resolving disputes.
- 2.9** The Master Merchant agrees and confirms that all risks associated with the delivery of the products and/or services by the Merchant shall be solely that of the Master Merchant. Any and all disputes regarding quality, merchantability, non-delivery and delay in delivery of the products and/or services or otherwise will be resolved directly between the Merchant, Master Merchant and the Customer without making the Bank, the Service Providers and the acquiring banks a party to such disputes.
- 2.10** The Master Merchant shall keep the Bank informed of the claims it receives in relation to Transactions or any other matter in connection with the arrangement providing details as may be required by the Bank. However, the Bank shall not be under any obligation to provide any assistance to it in connection with any such claim. The Bank shall provide dispute resolution and other related activities including Chargeback, presentment, pre-compliance, compliance, pre-arbitration and arbitration etc. to the Master Merchant.
- 2.11** The Master Merchant shall give prior written notice to the Bank prior to any change in its constitution or composition or ownership or business or commercial activity. The Master Merchant shall promptly report to the Bank a fault or suspected fault in UPI services or Software or Merchant's own platform that can materially affect UPI Transaction(s) already executed or to be executed
- 2.12** The Master Merchant shall integrate UPI Software provided by the Bank in a manner that it will not capture, access, and store or try to store, sensitive customer data like Card Details, PIN, Expiry Date, OTP etc. All these details shall be captured only by UPI software provided by the Bank, whereas the Master Merchant's Platform shall only facilitate it, without any facility to store the sensitive Customer data.
- 2.13** The Master Merchant shall provide all reasonable assistance, and shall ensure that Merchants do the same, to the Bank and for the prevention and detection of fraud in respect of usage of UPI Services and software provided by the Service Providers.
- 2.14** The Master Merchant shall enter into Transactions only in Indian Rupees, unless otherwise permitted by the Bank in writing in advance.



- 2.15** The Master Merchant acknowledges that the UPI Services may not be uninterrupted, error free or malicious code free and the Bank disclaims all warranties, including but not limited to, merchantability and fitness of the services for a particular purpose. The Master Merchant also acknowledges that the arrangement between NPCI and the Bank may terminate at any time, and UPI services may be withdrawn, without any prior notice or reason, whatsoever.
- 2.16** The Master Merchant agrees and confirms that the Bank shall not be liable to the Master Merchant or the Merchant for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of the Customer's access to and/or use of the Payment Gateway Services; interruption or stoppage of Service Providers or acquiring bank website; non-availability of connectivity between the Master Merchant's Platform and the Bank's software, etc. The Bank does not warrant that the Service Providers facilities and the acquiring bank's payment mechanism will be provided uninterrupted or free from errors or it is free from any virus or other malicious, destructive or corrupting code, program or macro.
- 2.17** The Master Merchant agrees and confirms that the Bank's sole obligation in the event of interruption in the UPI Services shall be to use all reasonable endeavors to restore the said services as soon as reasonably possibly.
- 2.18** The Master Merchant shall follow any and all additional guidelines that are released from NPCI, RBI or any other competent authority or by the Bank in connection with UPI services from time to time, and as communicated by YES BANK in writing. The Master Merchant agrees and undertakes to ensure compliance of all the aforesaid guidelines by the respective Merchants.
- 2.19** The Master Merchant agrees that the Bank reserves its right to suspend the UPI Services provided herein in event the Master Merchant fails to observe the aforesaid covenants.
- 2.20** The Master Merchant agrees and confirms that any Transaction entered by the Master Merchant, or any of the Merchants, in any of the following circumstances shall be the final responsibility of Master Merchant. The Master Merchant agrees and confirms to YES BANK Charging back the Transaction without any demur or protest in the following circumstances for transactions: (a) which are fraudulent, collusive, illegal, misrepresented or otherwise irregular in any manner whatsoever; or (b) in relation to a customer's complaint or request for an adjustment, which has not been resolved; (iii) which are recorded or submitted otherwise than in accordance with the terms and conditions stipulated by YES BANK.

- 2.21** The Master Merchant agrees and confirms that YES BANK reserves the following right (in accordance with the Regulatory Guidelines): (i) Deduct and set off from settlement of funds due to the Master Merchant; or (ii) Raise an invoice or raise a debit note to recover the amounts outstanding from the Master Merchant separately; or (iii) Debit the Master Merchant Current Account, for any of the following amounts:
- a) The amount of any refunds issued/ due to the customer
  - b) Invalid transactions (including Chargeback and our related losses)
  - c) Any fees or charges
  - d) Fees or penalties or fines imposed by and any other regulatory / competent authority/compliances/agencies/ banks etc. for violation of applicable Rules and Regulations or acts or omissions or chargeback
  - e) Government charges or tax claims
  - f) Over payment by YES BANK due to errors or otherwise
  - g) Extra costs incurred for the Master Merchant or Merchant transactions related to UPI services, incurred after termination of this agreement
  - h) Any other amounts due from the Master Merchant to YES BANK
- 2.22** The Master Merchant shall ensure that the Transaction information (e.g. Merchant Category Code (MCC), transaction type, payment identifiers, etc.) sent through the APIs or any other mode to the Bank is correct and any claims, demands, disputes, fines or losses incurred due to or arising in connection with supply of any incorrect information sent by Master Merchant shall be the sole responsibility and liability of the Master Merchant.
- 2.23** The Master Merchant shall not be entitled to, transfer or assign any of its rights or obligations under the contractual arrangement contemplated herein.
- 2.24** The Master Merchant shall be responsible and accountable for proper and prudent maintenance of authorization letters/required necessary documents with regard to Transactions and provide in such form and manner as may be required by the Bank from time to time, information and related documentation in respect of Transactions;
- 2.25** The Master Merchant hereby undertakes and agrees to indemnify the Bank, Service Providers and acquiring banks, including their officers, directors and agents hold them harmless and keep the Bank, Service Providers and acquiring banks including their officers, directors and agents at all times fully indemnified and held harmless and keep them fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, Charge backs, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of: (i) Breach or violation or non-performance by the Master Merchant or its merchants or their agents or employees, of any of its undertakings, warranties,

covenants, declarations, provisions or obligations here under; or (ii) Any claim, penalty, fine, levy or proceeding brought by the Customer or any other person against the Bank, the NPCI, beneficiary and Remitter Banks on account of any act, deed, omission, non-performance in respect of deficiency in the provision of products and service to its Customers; or (iii) Any act of omission or misconduct or fraud of the Master Merchant or its Merchants or its agents or Customers; or (iv) Any hacking or lapse in security in the website/software or the Customer data; or (v) Any act, deed, omission or non-performance on the part of the Master Merchant or its merchants or its customers; or (vi) Failure by the Master Merchant or any of its Merchant (or any of Master Merchant's or its merchants' officers, employee or agent) to comply with the provision of the terms and conditions including any act, commission or omission, negligence, fraud, forgery, dishonesty, money laundering, misconduct or violation of any of the terms and conditions; the breach of contract or duty by the Master Merchant or any of its merchant (or any of Master Merchant's or its merchants' officers, employee or agent) to a Customer or any third party; any of Merchant's representations and warranties being or becoming false or untrue; and any claim from any statutory authority or Customer. Any claim, penalties, fines, assessments, levies etc from NPCI/Banks/schemes pertaining to Master Merchant or its merchants' activity under this Agreement.

- 2.26** The Master Merchant agrees and confirms that, notwithstanding any other terms and conditions mentioned herein, in no event shall the Bank be liable to the Master Merchant or its Merchants or the Customer or any other third party affected by the Transaction for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Transaction, materials, information technology services or assistance provided under this Agreement.
- 2.27** The Master Merchant agrees that in addition to any general lien or similar right to which the Bank may be entitled by law, the Bank may at any time without notice to the Master Merchant combine or consolidate all or any of the Master Merchant's Accounts and any other account held by the Master Merchant and liabilities to the Bank and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Master Merchant's liabilities to the Bank of any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
- 2.28** The Master Merchant hereby grants to the Bank a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Master Merchant and its merchants solely in connection with the marketing of the UPI Services to the public. The Master Merchant and its corresponding merchants shall retain all intellectual property rights in such marks.



- 2.29** The Master Merchant shall prominently display, on the Website, Mobile App, Platform and in other online marketing materials, a statement/logo/image provided and approved by the Bank, without obtaining intellectual property rights to such elements, relating to the UPI Services. Nothing contained herein shall authorize the Master Merchant or any of its merchants to use, display and reproduce the trademarks, service marks and logos of the Bank without prior written consent.
- 2.30** The Master Merchant agrees that it shall use the software application only for the purposes of availing the UPI Services. In particular, but without limitation, the Master Merchant undertakes, not to allow or attempt unauthorized use of or access to the software application and not to disassemble, reverse engineer, decompile, decode or to in any way override or break down any protection system integrated into the software application.
- 2.31** The Master Merchant fully understands that due to access of the Customers to the UPI Software, the Bank may create or generate database in respect of such Customers for which the Bank shall be bound by confidentiality obligations.

### **3. FOR MERCHANT:**

- 3.1** The Merchant shall duly fulfill all Transactions in accordance with the instructions of the Customers and as mutually decided between the Merchant and its Customers and shall not dispute or dishonor them for any reason whatsoever, other than reasons as mentioned herein or upon mutual agreement between the Customer and the Merchant.
- 3.2** The Merchant shall ensure to keep confidential all information submitted by the Customers on the Merchant's Platform. The Merchant shall ensure that there are proper encryption and robust security measures to prevent any hacking of the information of the Customers. The Customer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to the interests of the Customer. The Merchant shall use the Customer's data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party.
- 3.3** The Merchant agrees to put up notices, disclaimers or warranties as may be requested by YES BANK or other relevant parties and shall comply with the aforesaid requests forthwith.
- 3.4** The Merchant shall take all precautions as may be feasible or as may be directed by YES BANK, the NPCI and other relevant parties to ensure that there is no breach of security of the Merchant's Platform, YES BANK UPI software and/or the link between both parties is maintained at all times during the term of the contractual arrangement between the Merchant and YES BANK.

- 3.5** The Merchant shall permit the authorized representatives of YES BANK to carry out physical inspections of the place(s) of business and records to verify compliance during normal business hours of the Merchant by giving prior written notice of not more than 3 Business Days. The Merchant shall permit the authorized representatives of YES BANK to audit the Merchant's Platform to verify compliance to security guidelines by giving prior written notice of not more than 2 Business Days.
- 3.6** The Merchant shall submit a 3<sup>rd</sup> party security audit report of the Merchant's Platform once every year unless specifically exempted in writing by YES BANK.
- 3.7** The Merchant shall provide a reasonable level of service support to the Customers. Such support shall include appropriate notice to Customers of means of contacting the Merchant in the event the Customer has questions regarding the nature or quality of the products and/or services and the procedures for resolving disputes.
- 3.8** The Merchant agrees and confirms that all risks associated with the delivery of the products and/or services by the Merchant shall be solely that of the Merchant. Any and all disputes regarding quality, merchantability, non-delivery and delay in delivery of the products and/or services or otherwise will be resolved directly between the Merchant and the Customer without making the Bank, the Service Providers and the acquiring banks a party to such disputes.
- 3.9** The Merchant shall keep the Bank informed of the claims it receives in relation to Transactions or any other matter in connection with the arrangement providing details as may be required by the Bank. However, the Bank shall not be under any obligation to provide any assistance to it in connection with any such claim. The Bank shall provide dispute resolution and other related activities including Chargeback, presentment, pre-compliance, compliance, pre-arbitration and arbitration etc. to the Merchant.
- 3.10** The Merchant shall give prior written notice to the Bank prior to any change in its constitution or composition or ownership or business or commercial activity. The Merchant shall promptly report to the Bank a fault or suspected fault in UPI services or Software or Merchant's own platform that can materially affect UPI Transaction(s) already executed or to be executed
- 3.11** The Merchant shall integrate UPI Software provided by the Bank in a manner that it will not capture, access, and store or try to store, sensitive customer data like Card Details, PIN, Expiry Date, OTP etc. All these details shall be captured only by UPI software provided by the Bank, whereas the Merchant's Platform shall only facilitate it, without any facility to store the sensitive Customer data.

- 3.12** The Merchant shall provide all reasonable assistance, and shall ensure that Merchants do the same, to the Bank and for the prevention and detection of fraud in respect of usage of UPI Services and software provided by the Service Providers.
- 3.13** The Merchant shall enter into Transactions only in Indian Rupees, unless otherwise permitted by the Bank in writing in advance.
- 3.14** The Merchant acknowledges that the UPI Services may not be uninterrupted, error free or malicious code free and the Bank disclaims all warranties, including but not limited to, merchantability and fitness of the services for a particular purpose. The Merchant also acknowledges that the arrangement between NPCI and the Bank may terminate at any time, and UPI services may be withdrawn, without any prior notice or reason, whatsoever.
- 3.15** The Merchant agrees and confirms that the Bank shall not be liable to the Merchant or the Merchant for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of the Customer's access to and/or use of the Payment Gateway Services; interruption or stoppage of Service Providers or acquiring bank website; non-availability of connectivity between the Merchant's Platform and the Bank's software, etc. The Bank does not warrant that the Service Providers facilities and the acquiring bank's payment mechanism will be provided uninterrupted or free from errors or it is free from any virus or other malicious, destructive or corrupting code, program or macro.
- 3.16** The Merchant agrees and confirms that the Bank's sole obligation in the event of interruption in the UPI Services shall be to use all reasonable endeavors to restore the said services as soon as reasonably possibly.
- 3.17** The Merchant shall follow any and all additional guidelines that are released from NPCI, RBI or any other competent authority or by the Bank in connection with UPI services from time to time, and as communicated by YES BANK in writing. The Merchant agrees and undertakes to ensure compliance of all the aforesaid guidelines by the respective Merchants.
- 3.18** The Merchant agrees that the Bank reserves its right to suspend the UPI Services provided herein in event the Merchant fails to observe the aforesaid covenants.
- 3.19** The Merchant agrees and confirms that any Transaction entered by the Merchant, or any of the Merchants, in any of the following circumstances shall be the final responsibility of Merchant. The Merchant agree and confirms to YES BANK charging back the transaction without any demur or protest in the following circumstances for transactions: (a) which are fraudulent, collusive, illegal, misrepresented or otherwise

irregular in any manner whatsoever; or (b) in relation to a customer's complaint or request for an adjustment, which has not been resolved; (iii) which are recorded or submitted otherwise than in accordance with the terms and conditions stipulated by YES BANK.

**3.20** The Merchant agrees and confirms that YES BANK reserves the following rights (in accordance with the Regulatory guidelines): (i) Deduct and set off from settlement of funds due to the Merchant; or (ii) Raise an invoice or raise a debit note to recover the amounts outstanding from the Merchant separately; or (iii) Debit the Merchant Current Account, for any of the following amounts:

- a) The amount of any refunds issued/ due to the customer
- b) Invalid transactions (including Chargeback and our related losses)
- c) Any fees or charges
- d) Fees or penalties or fines imposed by and any other regulatory / competent authority/compliances/agencies/ banks etc. for violation of applicable Rules and Regulations or acts or omissions or Chargeback
- e) Government charges or tax claims
- f) Over payment by YES BANK due to errors or otherwise
- g) Extra costs incurred for the Merchant or Merchant transactions related to UPI services, incurred after termination of this agreement
- h) Any other amounts due from the Merchant to YES BANK

**3.21** The Merchant shall ensure that the Transaction information (e.g. Merchant Category Code (MCC), transaction type, payment identifiers, etc.) sent through the APIs or any other mode to the Bank is correct and any claims, demands, disputes, fines or losses incurred due to or arising in connection with supply of any incorrect information sent by Merchant shall be the sole responsibility and liability of the Merchant.

**3.22** The Merchant shall not be entitled to, transfer or assign any of its rights or obligations under the contractual arrangement contemplated herein.

**3.23** The Merchant shall be responsible and accountable for proper and prudent maintenance of authorization letters/required necessary documents with regard to Transactions and provide in such form and manner as may be required by the Bank from time to time, information and related documentation in respect of Transactions;

**3.24** The Merchant hereby undertakes and agrees to indemnify the Bank, Service Providers and acquiring banks, including their officers, directors and agents hold them harmless and keep the Bank, Service Providers and acquiring banks including their officers, directors and agents at all times fully indemnified and held harmless and keep them fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, Charge backs, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses

however arising directly or indirectly, including but not limited to, as a result of: (i) Breach or violation or non-performance by the Merchant or its merchants or their agents or employees, of any of its undertakings, warranties, covenants, declarations, provisions or obligations here under; or (ii) Any claim, penalty, fine, levy or proceeding brought by the Customer or any other person against the Bank, the NPCI, beneficiary and Remitter Banks on account of any act, deed, omission, non-performance in respect of deficiency in the provision of products and service to its Customers; or (iii) Any act of omission or misconduct or fraud of the Merchant or its agents or Customers; or (iv) Any hacking or lapse in security in the website/software or the Customer data; or (v) Any act, deed, omission or non-performance on the part of the Merchant or its merchants or its customers; or (vi) Failure by the Merchant or any of its Merchant (or any of Merchant's or its merchants' officers, employee or agent) to comply with the provision of the terms and conditions including any act, commission or omission, negligence, fraud, forgery, dishonesty, money laundering, misconduct or violation of any of the terms and conditions; the breach of contract or duty by the Merchant or any of its merchant (or any of Merchant's or its merchants' officers, employee or agent) to a Customer or any third party; any of Merchant's representations and warranties being or becoming false or untrue; and any claim from any statutory authority or Customer. Any claim, penalties, fines, assessments, levies etc from NPCI/Banks/schemes pertaining to Merchants' activity under this Agreement.

- 3.25** The Merchant agrees and confirms that, notwithstanding any other terms and conditions mentioned herein, in no event shall the Bank be liable to the Merchant or its Merchants or the Customer or any other third party affected by the Transaction for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Transaction, materials, information technology services or assistance provided under this Agreement.
- 3.26** The Merchant agrees that in addition to any general lien or similar right to which the Bank may be entitled by law, the Bank may at any time without notice to the Merchant combine or consolidate all or any of the Merchant's Accounts and any other account held by the Merchant and liabilities to the Bank and set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Merchant's liabilities to the Bank of any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.
- 3.27** The Merchant hereby grants to the Bank a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant and its merchants solely in connection with the marketing of the UPI Services to the public. The Merchant and its corresponding merchants shall retain all intellectual property rights in such marks.

- 3.28** The Merchant shall prominently display, on the Website, Mobile App, Platform and in other online marketing materials, a statement/logo/image provided and approved by the Bank, without obtaining intellectual property rights to such elements, relating to the UPI Services. Nothing contained herein shall authorize the Merchant or any of its merchants to use, display and reproduce the trademarks, service marks and logos of the Bank without prior written consent.
- 3.29** The Merchant agrees that it shall use the software application only for the purposes of availing the UPI Services. In particular, but without limitation, the Merchant undertakes, not to allow or attempt unauthorized use of or access to the software application and not to disassemble, reverse engineer, decompile, decode or to in any way override or break down any protection system integrated into the software application.
- 3.30** The Merchant fully understands that due to access of the Customers to the UPI Software, the Bank may create or generate database in respect of such Customers for which the Bank shall be bound by confidentiality obligations.

#### **4. FOR BANK:**

- 4.1** If the Bank suspects that the Master Merchant or any of its Merchants has committed a breach of the terms and conditions or has acted dishonestly or fraud has been committed against the Bank or any Customer or third party, or the Master Merchant has in connivance with any other person done the same or assisted in the same, the Bank shall be entitled to suspend all payments under this arrangement to the Master Merchant and the Beneficiary, pending enquiries by the Bank.
- 4.2** Notwithstanding anything contained herein, where the Bank has reason to believe that any Transaction is fraudulently incurred or is in breach of any law or regulation, the Bank shall be entitled to withhold payment in respect thereof.
- 4.3** The Bank shall be, in relation to a Transaction, entitled at any time to refuse payment hereunder to the Beneficiary or Master Merchant or if payment has been made to the Master Merchant, to debit the Master Merchant's Account or to seek immediate reimbursement from the Master Merchant towards the amounts paid, and conduct enquiries, if: (i) any Transaction entered into by Master Merchant or any of its merchants is reported as fraudulent, unlawful or unenforceable; (ii) information provided by the Master Merchant or any of its merchants to YES BANK in respect of the Transaction is not received in accordance with the Bank's requirements; (iii) Payer disputes or denies the Transaction with reasons thereafter; (iv) Transaction appears more than once to Payer's account; (v) Transaction is doubtful or erroneously paid to the Beneficiary; and (vi) A fraud has been committed or is suspected to have been committed; and (vii) Any other event or circumstance which the Bank shall from time to time notify to the Master Merchant in writing shall have occurred.

## 5. FOR CUSTOMER:

- 5.1 The Customer is aware, understand and agree to the following features in relation to UPI: (i) use personal mobile as the primary device for all transfer of funds including person to person, person to entity, and entity to person; (ii) use Aadhaar number, mobile number, card number, and account number in a unified way; (iii) make payments only by providing an address with others without having ever provide account details or credentials on 3rd party applications or websites; (iv) send collecting requests to others (person to person or entity to person) with "pay by" date to allow payment requests to be "snoozed" and paid later before expiry date without having to block the money in the account until customer is ready to pay; (v) to pre-authorize multiple recurring payments similar to ECS with a one-time secure authentication and rule based access.
- 5.2 The Customer can initiate and/or transfer funds through UPI by accessing the mobile application or internet banking provided by YES BANK, which will allow the Customer to pay from any account post confirmation of the Authentication Credentials, as stipulated by YES BANK, from time to time. All transactions shall be confirmed by a 1-click 2-factor authentication on personal phone of the Customer, without having any acquiring devices or having any physical tokens.
- 5.3 The Customer undertakes to execute such other documents and writings in addition to the instructions for activating, initiating or making transfer of funds *via* UPI facility, in a form and manner as required by YES BANK, from time to time.
- 5.4 All instructions given by the Customer shall be irrevocable in nature. YES BANK shall be bound to act upon all instructions given by the Customer for transfer of funds using UPI upon confirmation of the Authentication Credentials, as stipulated by YES BANK, from time to time, for the purpose of giving effect to any inward or outward transfer of funds initiated by the Customer. However, YES BANK may, in its sole and absolute discretion and without requirement of any notice or reason whatsoever, revoke or cancel any instructions issued by the Customer and such decision of YES BANK shall be final, binding and conclusive on the Customer.
- 5.5 The Customer understands that the transaction(s) shall be acted upon by YES BANK through UPI, on the date of the instruction given by the Customer and/or in accordance with the time period stipulated by YES BANK, from time to time.
- 5.6 The Customer understands that the transaction may be rejected or cancelled in case the instructions and/or any Authentication Credentials or any details, documents or information provided by the Customer are false or not in accordance with the conditions stipulated by YES BANK or the Reserve Bank of India or the Beneficiary bank.

- 5.7 The Customer also understands that the transaction may also be cancelled/rejected due to any of the reasons like "the designated account of beneficiary not being maintained by the Beneficiary bank" or an attachment order having been passed the designated Beneficiary account by a competent authority/Court or details pertaining to the Beneficiary/Beneficiary account details recorded with the Beneficiary bank does not match or any other reasons.
- 5.8 The Customer ensures and confirms that upon completion of the transaction initiated by the Customer, i.e., receipt of fund by the recipient maintained with the Beneficiary Bank, YES BANK will be entitled to charge such fees, cost and charges, as specified by YES BANK, from time to time, save and except, where such imposition of charge is restricted by law. Without prejudice to any other rights of recovery that YES BANK may have, YES BANK shall be entitled to debit any of the Customer's account held with the YES BANK for any such fees, charge or costs.
- 5.9 The Customer acknowledges and understands that the completion of transactions for transfer of funds based on the Customer's instruction shall involve various counterparties. The Customer confirms that YES BANK shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of 3<sup>rd</sup> parties or any other circumstances outside the control of the YES BANK. Without prejudice to the generality of the foregoing, the Customer agrees to indemnify and save, keep harmless and keep indemnified YES BANK against any improper/ fraudulent instructions purporting to be received from the Customer and/or for furnishing incomplete information.
- 5.10 The Customer understands that the provision of UPI is subject to Indian laws and the guidelines and regulations issued from time to time by the NCPI or Reserve Bank of India in this behalf.
- 5.11 The Customer agrees and confirms that YES BANK reserves the rights to call for logs, proofs, customer details or documents necessary at any time on account of audit, compliance, regulatory or legal requirements and the Master Merchant agrees to comply with such requests within 2 business days from the date of such requests being made.
- 5.12 The Customer understands that the NCPI in this regard shall be an intermediary/ a service provider in the process of settlement of a transaction initiated using UPI, subject to the availability of sufficient funds in the account of the Customer. Any transaction initiated by the Customer shall be deemed to be complete in all respects if a decline message is not received by the Customer from YES BANK within a reasonable period time (decision of YES BANK in this regard shall be final and binding). UPI transaction shall be deemed to be settled at the time when the account of the Customer has been debited and the account of the recipient maintained with the Beneficiary Bank has been credited.



**5.13** The Customer understands that YES BANK may amend the above terms and conditions, at any time without any notice or assigning any reason whatsoever and such amended terms and conditions will thereupon apply to and be binding on the Customer.

**5.14** The Customer agrees and confirms that the Minimum and Maximum amount stipulation for UPI may be stipulated by YES BANK in accordance with the Guidelines set by NPCI or RBI, from time to time.

## **6. TERMINATION OF THE UPI SERVICES:**

**6.1** The contractual arrangement contemplated herein may be terminated by either Party without assigning any reason whatsoever by giving to the other Party a notice in writing of a minimum 30 (thirty) days prior to the date proposed for termination.

**6.2** This contractual arrangement contemplated herein may be terminated by either Party forthwith by serving on the notice of termination to the other Party, and provided either party has given a notice in writing at-least 15 days in advance highlighted the breach and requesting the other party to rectify, if: (i) any of the Representations, Warranties, of respective Parties herein contained are found to be incorrect or untrue; (ii) the Master Merchant or any of its merchants breaches any of the terms and conditions or procedures contained herein; (iii) the other Party becomes bankrupt or insolvent or likely to be so in the sole discretion of YES BANK; (iv) the Master Merchant or any of its merchant is, in the sole discretion of YES BANK, involved in or has facilitated any suspicious transaction or fraud; (v) there is no deposit activity in the account for more than 60 days and if there are no transactions using the UPI Services for a continuous period of 60 days.

**6.3** Upon termination of the contractual arrangement contemplated herein, the Master Merchant shall forthwith, and at his own expense, return to YES BANK in good condition all related documentation as may be required by YES BANK.

**6.4** Subject to NPCI or other competent authority Guidelines, upon termination of the contractual arrangement contemplated herein, the amounts payable, if any, to by either Party in terms of the contractual arrangement contemplated herein shall be settled between the Parties within a period of forty five (45) days from the date of such termination.