



Merchant Terms and Conditions

Please read the terms & conditions mentioned hereunder carefully before availing or registering for any of the JPBL services/availing UPI services. By signing the Merchant Acquisition Form, and/or by digitally accepting these terms and conditions, and/or through any other method as may be introduced by JPBL on the Merchant Platform for accepting these terms & conditions, and/or by using/availing the UPI, the Merchant agrees to these terms and conditions and shall be bound by the same. The acceptance of these terms and conditions shall be unconditional and without any limitation or qualification. The UPI Services shall be made available to the Merchant at the sole discretion of JPBL. The Merchant unconditionally confirms that the Merchant shall comply with and be bound by these terms and conditions as in force from time to time. No act, delay or omission by JPBL shall affect its rights, powers and remedies under these terms and conditions.

JPBL and Merchant are individually referred to as a “Party” and collectively as the “Parties”.



A. 1. DEFINITION OF TERMS AND INTERPRETATION

1.1. In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

- a) "Agreement" shall mean these terms and conditions;
- b) "Applicable Law" or "applicable law" shall mean the applicable laws and regulations of India which is including but not limited to rules, guidelines, regulations, notifications and instructions issued by Reserve Bank of India ("RBI") and/or NPCI and/or any other applicable legal/regulatory authority;
- c) "Consumer" shall be used to collectively refer to payers and receivers using UPI Services on Partner Platform for executing UPI Transactions;
- d) "Grievance Redressal Policy" shall mean such dispute resolution mechanism which may be notified by JPBL to the Merchant from time to time;
- e) "Merchant" shall mean the merchant who has signed and accepted the MAF.
- f) "Merchant Application Form"/"MAF" shall mean the form to be completed by the Merchant and submitted along with necessary supporting documents, either online on Platform or physically to designated and authorized agents of JPBL;
- g) "Merchant Platform" shall mean all platforms declared by the Merchant on which the Consumer makes payment through UPI to the Merchant for purchasing the Products from the Merchant which is including but not limited to : (i) Merchant's website, (ii) retail outlets/physical stores of Merchant (through POS or otherwise); (iii) Merchant's mobile application; and (iv) servers/backend servers/websites of a Merchant used for authentication of Transactions undertaken through Platform or any payment instruments processed by JPBL for payment to such Merchant (v) any other platform designated by Merchant and approved by JPBL;
- h) "Partner Platform" or "JPBL Platform" shall refer to the corresponding website, mobile app, and/or any other platform of JPBL including website, mobile app and any other partner platforms designated by JPBL;
- i) "Products" shall mean the products and/or services of Merchant purchased/availed by the Consumer and the payment for which is made by the Consumer using UPI Services on the Merchant Platform;
- j) "Program Manager" shall mean and include an intermediary between Merchants and JPBL. Program Manager is the entity that is sourcing and providing merchant a payment collection platform, along with other value-added services to the Merchants on behalf of JPBL.
- k) "JPBL" shall mean Jio Payments Bank Limited, a company incorporated under the laws of India and having its registered office at 1st Floor, Building 4NA, Maker Maxity, Bandra Kurla Complex Road, Bandra (East), Mumbai 400051
- l) "JPBL Policies" shall mean all policies of JPBL, including Merchant Onboarding and KYC-AML Policy, Merchant Settlement & Reconciliation Process, Grievance Redressal Policy, Privacy Policy, etc. published on the Platform <https://www.jiopayments.bank.in/> and/or communicated to the Merchant from time to time;
- l) "Settlement Account" shall mean the settlement account of the Merchant identified in the MAF to which the proceeds of the Transactions processed on behalf of the Merchant are to be credited as per the records of the Merchant Account. JPBL, on request of the merchant, will change the settlement account of the Merchant in its records post undertaking required due-diligence ;
- m) "Transactions" shall mean payment transaction made by the Consumer utilising over UPI for availing the Products and Services of the Merchant; and
- n) "UPI Services" shall mean to provide end to end services required for processing UPI Transactions as per the rules and guidelines of NPCI and RBI from time to time for routing and seeking transaction authorization from PSPs, Issuing and Acquiring banks.

B. 1.2. INTERPRETATION

The MAF, Schedules, Annexures and any amendments, modification, additions thereto shall form part of this Agreement and shall have the same force and effect. In the event of a conflict between this Agreement and any other JPBL agreements or policies, this Agreement shall prevail. RBI/NPCI rules, policies, guidelines, regulation etc. shall prevail in case of UPI Services.

2. SCOPE OF THE AGREEMENT

JPBL has agreed to provide and the Merchant has agreed to avail UPI Services on nonexclusive basis on the terms and conditions of this Agreement.

3. MERCHANT ACCOUNT REGISTRATION AND OTHER OBLIGATIONS OF MERCHANT

- 3.1. Merchant consents and agrees to inform JPBL in the event of conversion of the entity into sole proprietorship/ Limited Company / Private Company, as may be applicable and provide all relevant information, documents including the updated constitutional documents in relation to such conversion.
- 3.2. On receipt of MAF, KYC documents, and other documents as requested by JPBL and on approval of usage of UPI Services by JPBL for the Merchant, JPBL at its sole discretion will activate Merchant and the same shall be intimated to the Merchant.
- 3.3. Merchant shall ensure that it shall comply with all orders of the Consumer for the Products and Services of the Merchant, for which the Consumer has used UPI Services for making payment to the Merchant and deliver the Products and Services as per industry standards. Merchant agrees and acknowledges that all risks associated with the sale of the Products/ delivery of the Products, quality, merchantability, non-delivery and delay in delivery of the Products shall be solely that of Merchant and JPBL shall have no liability thereof, in any manner whatsoever and Merchant agrees to indemnify and keep JPBL indemnified from the same. The Merchant understands that JPBL reserves the right to undertake background and antecedent checks of the Merchant in order to ensure that such Merchants do not have any malafide intention of duping customers, do not sell fake / counterfeit or prohibited products.
- 3.4. JPBL shall assume that: the request for the Transaction (a) that originates from the Merchant has been duly authorised by Merchant; (b) that originate from the Consumer has been duly authorised by the Consumer. JPBL shall not be liable for any losses or damages caused to any person including the Merchant whatsoever as a result of any such request being unauthorised, inaccurate or fraudulent.
- 3.5. Merchant agrees that JPBL may use Merchant logos, service marks and trade marks on a non-exclusive, royalty free, license for displaying it on any of the marketing material of JPBL in the list of Merchants or as a Merchant of JPBL and the Parties may use the trade marks, or service marks or logos of the other Party jointly after mutual agreement on any joint marketing material approved by the Parties. The Merchant shall not use any logos, name, trademarks, service marks or any intellectual property of JPBL without prior written permission from JPBL.
- 3.6. The Merchant shall ensure that there is no breach of security at its end and that the integrity of the link between JPBL and Merchant Platform is maintained at all time. Merchant shall ensure that there are proper encryption and security measures in its systems and Merchant Platform to prevent any hacking into information pertaining to the Transactions and the Consumer under this Agreement.
- 3.7. Merchant shall use the merchant encryption key provided by JPBL for integration and acknowledge the receipt and confidentiality of the said merchant encryption key.
- 3.8. Merchant shall ensure that it has all necessary infrastructure and facilities at Merchant Platform to provide uninterrupted service to the Consumer.
- 3.9. Merchant shall not request the Consumer for sharing any confidential Consumer details to be used in Transaction by the Consumer which is including but not limited to passwords, account number and PIN in relation to Platform and UPI Services. The Merchant shall not under any circumstances store customer's payment data.
- 3.10. If JPBL suspect that Merchant has committed breach of this Agreement, fraud, against JPBL and/or the Consumer, JPBL shall be entitled to suspend all payments under this Agreement to Merchant pending

- enquiries by JPBL and JPBL shall not liable to pay any interest upon such suspended amounts during or after the pendency of the inquiry.
- 3.11. JPBL has or may enter into agreements with third parties like banks, GST application service providers, etc., which may have direct bearing on the UPI Services to the Merchant and/or be incidental and/or ancillary thereto. There may be terms in such agreements which may be applicable to the Merchant . JPBL shall intimate said terms to the Merchant from time to time vide email or through publication on the Platform. The Merchant shall keep itself updated with the same by visiting the Platform from time to time.
 - 3.12. The Merchant agrees that it shall use UPI Services for the legitimate business disclosed by it under this Agreement. It shall not use UPI Services for any other business operated in the same Merchant premises. The Merchant shall approach JPBL to enter into a separate Merchant agreement for the same.
 - 3.13. The Merchant shall provide JPBL with the address of each of its offices/Merchant Platform where the UPI Services shall be availed by the Merchant for accepting payments from the Consumer and the complete description of the Products sold by it on an ongoing basis as and when requested by JPBL.
 - 3.14. Merchant agrees and confirms that all the documents provided by the Merchant to JPBL are true copy of its original documents and all information and details provided are true, accurate and complete and it shall indemnify and keep JPBL indemnified from any loss, dispute, cost, compensation, litigation etc. arising out of and related to the same. Merchant shall submit the original documents for verification as and when demanded by JPBL.
 - 3.15. The Merchant agrees and accepts that all JPBL trademarks, tradenames, service marks etc. are the respective property of their owners and that Merchant shall not contest such ownership under any circumstances. Merchant agrees that at any point of time JPBL or the payment network may prohibit the Merchant from using any payment network branding/marks.
 - 3.16. Merchant also accepts that a payment network or JPBL may enforce any provision of its respective rules in order to ensure the integrity of its UPI Services and the Merchant agrees to abide by any such decision of the payment network or JPBL.
 - 3.17. For availing the UPI Services, the Merchant hereby expressly consents and agrees to provide all information, documents including personal information & data, know-your customer or “KYC” documents, merchant identity, address and credit information, transaction information and/or any other information required by JPBL, to JPBL and/or such authorised agent of JPBL, as may be determined by JPBL, from time to time for use, transfer, process, utilise, store etc. the said information for the purpose of this Agreement.
 - 3.18. If the Merchant has signed more than one Merchant agreement with JPBL and has opened more than one Settlement Account for its business, JPBL shall have right to set-off amount from any of the Settlement Account of any of the business of the Merchant for the recovery of the amounts due from Merchant from any of its businesses. Merchant agrees that Merchant shall have no objection on the same and hereby authorize JPBL to set off amount from the Settlement Account at the discretion of JPBL any time.
 - 3.19. Any information shared by JPBL and any of JPBL affiliates/group companies/holding/ subsidiary companies with the Merchant under this Agreement shall be Confidential Information of JPBL and its respective affiliate/group/holding/subsidiary companies and shall be owned by them. The Merchant shall keep the Confidential Information confidential and shall not share the same with any third party. The Merchant shall return all Confidential Information to JPBL on termination of this Agreement or on demand of JPBL whichever is earlier.
 - 3.20. The Merchant agrees not to engage in any prohibited business/activities as may be communicated by JPBL at the time of onboarding. JPBL shall communicate amended list of prohibited business/activities from time to time to the Merchant and the Merchant shall be bound to comply with the said lists. The Merchant agrees that JPBL may terminate this Agreement any time without notice to the Merchant if JPBL is of the view that the Merchant is involved in any prohibited business/activities.

- 3.21. The Merchant shall comply with applicable laws and/or any other payment network security requirement including those related to transaction information, storage etc. as may be communicated or published by JPBL on the platform from time to time to Merchant .
- 3.22. Merchant shall not do any act or conduct any activity that could adversely affect the goodwill, reputation and interest of JPBL.
- 3.23. All the commercials/contractual terms to the Consumer in relation to Products shall be offered by the Merchant and agreed upon between Merchant and Consumer alone. The Products, commercials/contractual terms include (without limitation) price, shipping cost, mode of delivery, warranty, quality, quantity, after sale services etc. related to the Products. JPBL does not determine, advice have any control or in any way involved itself in the offering or acceptance of such commercials/contractual terms between Merchant and Consumer. JPBL shall not be responsible for any non-performance or breach of any contract between Merchant and its Consumers. The Merchant shall not make JPBL party to any litigation/issues/dispute in between the Merchant and the Consumer in relation to the products/services of the Merchant which is including in relation to quality, quantity, delivery, purity of the goods/services etc.
- 3.24. The Merchant shall be liable to pay all monies, refund amounts, chargeback amounts etc. immediately to JPBL as and when demanded by JPBL. Additionally, the Merchant agrees that JPBL may set-off such amounts from the amounts received from the Consumer towards purchase of the Products/Services.
- 3.25. Merchant agrees that it shall be bound by and comply with all Applicable Laws and regulations which includes but not limited the RBI regulations, NPCI rules, regulations, circulars etc.
- 3.26. Merchant agrees that JPBL may set off any penalties levied by RBI, NPCI due to any default/fault/breach by the Merchant from any amount payable to the Merchant . Additionally, JPBL may claim such amounts from Merchant and Merchant shall pay such amounts within 5 (five) days from the receipt of such demand from JPBL.
- 3.27. JPBL does not make any representation and warranties in relation to the Consumer. Merchant shall independently verify the bona fides of any particular Consumer that Merchant chooses to deal with.
- 3.28. Merchant agrees and acknowledges that JPBL shall have access to information regarding the Consumer obtained from the Merchant and JPBL shall create or generate a database in respect of such Consumers which shall be solely owned by JPBL, with JPBL having complete collection, storage, sharing and transfer rights over it. Merchant shall obtain necessary consent for this from the Consumers.
- 3.29. Merchant shall ensure adequate supervision for the performance of its obligations set out in this Agreement. Any deficiencies in the performance of Merchant obligation under the Agreement shall be rectified immediately when intimated in writing by JPBL.
- 3.30. JPBL shall not be bound by any declaration or undertaking or any agreement given by Merchant to any legal/regulatory authority or to Consumers on its own account.
- 3.31. Merchant understands and acknowledges that JPBL may reject authorization of a Transaction placed by the Consumer, without any liability, for any reason whatsoever including but not limited to risk management, suspicion of fraudulent, illegal or doubtful transaction, selling of banned items by Merchant , use/sale of blacklisted/ banned items and breach of applicable laws and JPBL shall in no event be held liable/responsible for the same.
- 3.32. Merchant agrees that NPCI may at its discretion cancel/ suspend/hold any transaction/transaction amount of the transaction between Merchant and Consumer. Also the Merchant may be suspended, limits of the transactions may be modified or NPCI may terminate its services to the Merchant at its own discretion or when NPCI is of the view that the Merchant is breaching laws, terms and conditions, technology/software, not maintaining safety and security of its software, selling banned/illegal goods/services etc. In all such scenario, the JPBL shall not be responsible and liable and Merchant shall not raise any issues/ disputes/litigation against JPBL.
- 3.33. The Merchant agrees and confirms that it has obtained necessary consents from the Consumer for sharing the Consumer information with JPBL and NPCI for its use, storage, transfer, process, disclosure, collection for the purpose of providing the UPI Services.



4. **BANK ACCOUNT CREDENTIALS CONFIRMATION**

The Merchant agrees and confirms that, (a) the bank account/Settlement Account details provided by Merchant to JPBL shall be correct and JPBL shall not be responsible for verifying the same, (b) JPBL may make transaction of Rs. 1/- (Rs. One only) or any other denomination at its discretion in the Merchant bank/Settlement Account as may be communicated by the Merchant to JPBL before initiating any settlement in the said Settlement Account/bank account to verify if the credentials of the Merchant are matching with the said bank/Settlement Account, (c) the Merchant has authorised the bank with whom it holds Settlement Account to share its Settlement Account details including Merchant name, account details etc. to JPBL after receipt of the verification transaction amount as mentioned in this clause for verification of the Settlement Account. Notwithstanding anything stated in this Clause, the Merchant shall be solely liable and responsible in case of any liability, disputes, litigations, losses, issues, costs, compensation, damages, etc. arising out of and related to verification of the bank/Settlement Account and settlement of any amount made by JPBL in the said bank/Settlement Account. The Merchant agrees that JPBL may use any other method as well for verification of the Merchant bank/Settlement Account at its discretion and the Merchant shall submit necessary information and documents as may be requested by JPBL with JPBL.

5. **UPI RELATED TERMS**

The Merchant agrees to the following terms and conditions for availing UPI related services –

- 5.1. The Merchant shall provide all necessary and correct details including account number, amount details for the transaction.
- 5.2. The Merchant agrees and understands that JPBL is providing UPI service in accordance with UPI guidelines, circular and/or regulations issued by National Payments Corporation of India (“NPCI”) and/or Reserve Bank of India (“RBI”) from time to time. The Merchant agrees that the UPI is a payment platform facilitated by NPCI.
- 5.3. The Merchant agrees to comply with all applicable regulations, advisories, recommendations, circulars and guidelines issued by the Reserve Bank of India (RBI) or National Payments Corporation of India (NPCI) from time to time
- 5.4. Merchant shall ensure that any UPI service extended by JPBL is solely used for completing the relevant UPI payment and not for any other purpose
- 5.5. Merchant shall strictly adhere to the requirements of UPI OC 32, 95, 181, 76C, 141, 101, 101A, 118 and any other transaction limit or merchant/P2M related circulars or guidelines issued by NPCI for UPI transactions and associated services
- 5.6. Merchant shall not use, either directly or indirectly, any Personally Identifiable Information (PII) or Sensitive Payment Information (SPI) available through JPBL UPI services other than for the purpose of completing UPI transaction processing
- 5.7. Merchant shall not provide, expose or sublet any JPBL UPI service to any third party, except for purposes explicitly permitted by JPBL
- 5.8. The Merchant agrees that there shall be a transaction limit on each UPI transaction as published by JPBL on its Platform or the limit prescribed by JPBL. The Merchant agrees that the JPBL may charge platform or convenience fees on account of providing platform services and it shall get in touch with JPBL for any details in relation to the same.
- 5.9. The Merchant shall be bound by JPBL consumer terms and conditions published at <https://www.jiopayments.bank.in/> The Merchant shall visit the Platform from time to time and keep itself updated with the said terms and conditions including any amendments/ modifications thereto.
- 5.10. Merchant shall comply with the bank’s prohibited list of MCCs for onboarding and transaction processing. Where a merchant’s business falls under multiple categories as per the NPCI MCC list for UPI, such merchants shall be provided with multiple UPI IDs with relevant MCCs. Regular due diligence of merchants, including verification of transaction nature, periodic review of MCCs/KYC information, merchant risk profiling and fraud monitoring on an ongoing basis to be done.
- 5.11. The Merchant agrees that JPBL may at its sole discretion temporarily or permanently suspend Merchant’s access to the UPI Services if JPBL believes that there is suspicious or unusual activity being

carried out through Merchant 's UPI ID. Also Merchant agrees that JPBL may reject UPI transactions for any reason including but not limited to risk management, fraud, suspicious transactions, unlawful transactions and/or violations of applicable law or JPBL Policies.

- 5.12. JPBL will endeavour to process UPI transactions in a timely manner, however there may be a delay in processing of UPI transactions due to issues which are beyond its control.
- 5.13. JPBL may terminate or suspend the use of the UPI Services by Merchant at any time without giving any notice and without liability.
- 5.14. JPBL shall act upon instruction for transfer of funds using the UPI system only upon receipt of the complete information required for initiating such transfer of funds for giving effect to the instructions. The transaction shall be initiated by JPBL on the date of the instruction as per the NPCI clearing timings. The transaction may be rejected or cancelled in case the instructions and/ or any information provided by the Merchant does not meet the security procedures of JPBL and/or NPCI/RBI. The Merchant also understand that the transaction may also be cancelled/rejected due to any of the reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by the competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the JPBL and/or beneficiary bank.
- 5.15. JPBL shall be entitled to charge such fees, charges and applicable taxes as it determines to be adequate for the provision of the UPI and as communicated to the Merchant from time to time or as per the JPBL Policy. The Merchant acknowledges and understands that the completion of the transaction for the transfer of funds based on the Merchant 's instructions shall involve various counter parties. The Merchant confirms that JPBL shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of JPBL. Without prejudice to the generality of the foregoing the Merchant agrees and accepts its responsibility to compensate/reimburse JPBL for any losses, claims, or actions and to save, keep harmless and keep protected JPBL against any improper fraudulent instructions purporting to the received from the Merchant and/or for furnishing incomplete information.
- 5.16. Merchant acknowledges and accepts the liability in the event JPBL receives complaints or notices regarding suspected fraud, chargebacks, cybercrime complaints, UPI API misuse or any non-compliance raised by regulators, including RBI, NPCI or government bodies, for requests or transactions processed by us or our merchants. Merchant agrees to keep JPBL indemnified at all times
- 5.17. The Merchant understands that the provision of the UPI is subject to the guidelines and regulations issued from the time to time by the RBI/NPCI on this behalf. The RBI/NPCI and/or any other agency/company appointed by the RBI/NPCI in this regard shall be an intermediary/ service provider in the process of the settlement of a transaction initiated using any of the UPI and subject to the availability of the sufficient funds in the Account. UPI transactions shall be deemed to be settled at the time when the account of the payer has been debited and the account of the beneficiary has been credited in the central clearing system.
- 5.18. JPBL may in its discretion deny any split payments.
- 5.19. Merchant acknowledges that JPBL retains the right to conduct audits/inspections either directly or through a third party, to verify our access to and use of JPBL's UPI services. Merchant shall cooperate fully and provide all necessary support for such audits, which may cover, usage of UPI services, transaction processing, post-transaction activities etc. and adherence to applicable guidelines

6. INSPECTION AND INSTALLATION

- 6.1. JPBL or transaction governing authority or any legal/regulatory authority may carry out audit or inspection at the Merchant Platform for the purpose of this Agreement i.e. in case of any audit directed by RBI or any such regulatory authority or if there is any fraud or suspicious transaction or similar transactions etc. In case of such audit or inspection the Merchant shall provide necessary information, documents, papers as may be requested in relation to this Agreement and provide access to its premises

to the authorised representative of JPBL and/or transaction governing authority to regulatory/legal authority as the case may be for such audit.

- 6.2. The Merchant hereby authorises JPBL to share information/documents obtained from/about the Merchant including KYC information to, (i) the credit rating organisation/ verification agencies at the discretion of JPBL to verify Merchant s' credit rating/verify Merchant 's credentials for the Settlement Account activation at the cost of JPBL and/or, (ii) regulators, payment networks. The Merchant agrees that it shall have no objection if such verification agencies conduct verification of the Merchant and hereby give express consent for the same and if JPBL uses such information and documents for providing services to the Merchant /Consumer.
- 6.3. Any decision taken by JPBL about the Settlement Account activation shall be considered as final.

7. TERM OF THE AGREEMENT

This Agreement is effective from the date of MAF execution and acceptance and shall remain valid until terminated in accordance with the terms of this Agreement.

8. JPBL'S ROLE AND RESPONSIBILITIES

- 8.1. JPBL's role shall be limited to facilitating the UPI Services between the Consumer and the Merchant subject to terms of this Agreement.
- 8.2. The right to accept or cancel a Transaction after the same has been initiated by the Consumer through JPBL on the Merchant Platform shall vest with the Merchant . However, in the event a Transaction is cancelled, the Merchant shall be under an obligation to refund the amount of such Transaction in accordance with terms of this Agreement to the Consumer while making payment through UPI.
- 8.3. Notwithstanding anything to the contrary contained in this Agreement, JPBL shall have a right to restrict or prohibit a Transaction, without any liability to the Merchant and the Consumer at its sole discretion if such Transaction is in breach or likely to breach of applicable laws, appears to JPBL to be fraudulent/suspicious.
- 8.4. JPBL shall not be liable to the Merchant on account of any Consumer or the Merchant being unable to access UPI Services due to any reason whatsoever including planned and unplanned maintenance activity, technical issues, Force Majeure etc. JPBL will endeavour to notify Merchant in case of any planned maintenance activity.
- 8.5. JPBL shall from time to time notify specific technical and business procedures and policies to be followed for optimal use of the UPI Services.

9. RESTRICTED USE

The Merchant shall not act as a payment intermediary, aggregator or service bureau or otherwise resell the UPI Services on behalf of any third party including handling, processing or transmitting funds for any third party. The Merchant also shall not use the UPI Services to process cash advances.

10. UNAUTHORIZED OR ILLEGAL USE

- 10.1. The Parties hereby agree that JPBL is under no obligation to authorize or settle any Transaction that is in violation of any agreement and applicable regulations or exposes other Consumers, JPBL's process or incurs harm to JPBL.
- 10.2. If JPBL reasonably suspects that Settlement Account has been used for an unauthorized, illegal, or criminal purpose, JPBL shall be free to share information about the Merchant , Merchant Account, Settlement Account, Merchant 's Transactions and/or any other information and documents in relation to the Merchant with the relevant regulators and legal authorities.
- 10.3. Merchant hereby agrees and grants express authorization to JPBL to share such information and documents to the relevant regulators/legal authorities under the circumstances as specified in Clause 10.2 above. It is further clarified, for the avoidance of doubt that any sharing of information under

Clause 10.2 of the Agreement shall not be considered as a breach of any confidentiality obligation of JPBL under the Agreement.

11. FEES

The Merchant shall pay to JPBL the Convenience fees as agreed in MAF or by execution of separate mutually agreed document in writing or as published by JPBL on its or its service providers Platform. The fee will be levied to the Merchant during the clearing cycle by the Merchant Acquiring System (MAS) based on the Convenience Fee configured. The Parties agree that any changes in fees or other charges shall be communicated by JPBL from time to time to the Merchant vide letter correspondence or email. Continue use of the services by the Merchant shall be treated as Merchant's acceptance of fees and other charges and/or any changes thereto.

12. SETTLEMENT INTO ACCOUNT

12.1. The payments (in respect of the successful Transactions) shall be managed and processed and paid to the Merchant's Settlement Account by JPBL in accordance with Applicable Laws. The payment schedule may be altered by JPBL any time with due intimation. However JPBL shall not intimate Merchant if such schedule is changed as per the regulatory requirement. JPBL will make payments to the designated Settlement Account of the Merchant from the transaction amount actually received by JPBL from the Consumer submitted through UPI Services (less any applicable fees & taxes, penalties etc., which JPBL may deduct prior to any payment being made to the Settlement Account). Funds for any given Transaction will not be deposited in the Settlement Account until the Transaction is deemed complete and successful at the sole satisfaction of JPBL.

12.2. The Merchant shall monitor and communicate all errors in any of the settlements/ monies processed and managed by JPBL (mentioned in Clause 12.1 above) to JPBL within fifteen (15) calendar days of such settlement. Any additional or lesser amount paid to the Merchant by JPBL shall be settled in the next settlement cycle. The Merchant hereby agrees that JPBL shall have all the rights to recover/demand/set-off any additional amounts paid to the Merchant from or against any other Transaction/monies payable by JPBL to the Merchant. Further, JPBL may, in its sole discretion, seek refund of any such additional amount paid to the Merchant and Merchant shall refund such amount to JPBL within 2 days of receipt of such demand/communication to this effect. Failure to notify JPBL of any lesser amount paid to the Merchant within 15 (fifteen) calendar days will be deemed as a waiver of any right to amounts owed to the Merchant.

13. REFUNDS AND DISPUTE/CHARGEBACK

13.1. REFUND

13.1.1. Refund can be processed on Merchant request with reference to original Transaction. On request of Merchant JPBL shall process the refund of said amount which shall not exceed the original Transaction amount at any given point in time. JPBL shall recover the said amount from Merchant's settlement or any other payables under this Agreement. The said amount shall be credited to the Consumer's account from which the transaction was initiated.

13.1.2. If Consumer approaches JPBL for refund and/or cancellation of the Transaction, JPBL shall request the Merchant to confirm as to if such Transaction amount can be refunded. On Merchant's instructions JPBL will process or reject the refund for the Transaction. For processing refund, the process suggested in Clause 13.1.1 here above shall apply.

13.2. DISPUTE

13.2.1. If in case of the dispute/complaint/claim is raised by the Consumer in relations to the Transaction. JPBL shall withhold the transaction amount from the next settlement cycle or any other payable to the Merchant. JPBL shall conduct preliminary investigation and request Merchant to provide the evidence



for the said dispute within applicable TATs from the time of the request raised by JPBL. JPBL shall honour the dispute, in case a) if Merchant fails to provide evidence to the satisfaction of JPBL or there is no response from the Merchant within the prescribed TAT; b) or if the result of the investigation by JPBL is in favour of the Consumer.

- 13.3. The Merchant agrees if there is no sufficient settlement or any other payable available with JPBL to process the Refund as set-out in Clause 13.1 and/or 13.2, JPBL shall have a right to claim such amount from the Merchant, the Merchant shall pay the said amount to JPBL within 5 (five) days from the date of said claim.
- 13.4. Any grievances which the Merchant may have with respect to the Transaction or the UPI Services could be shared by the Merchant with the nodal officer of JPBL at Dhirubhai Ambani Knowledge City, Building 25, 1st Floor, A Wing, Kopar Khairane, Navi Mumbai, Maharashtra - 400709.

14. RIGHT TO WITHHOLD PAYMENT

JPBL shall be, in relation to a Transaction, entitled to withhold such amount for such period as may be detailed out in the Grievance Redressal Policy. Notwithstanding anything contained herein, where JPBL has reason to believe that any Transaction is fraudulently incurred, JPBL shall be entitled to withhold payment in respect thereof provided such withholding shall be in accordance with the applicable law and statutory timelines. In the event that JPBL is required to conduct an investigation, resolve any pending dispute related to the Merchant Settlement Account as per the Grievance Redressal Policy or as required by law or under direction of any regulatory authority, JPBL may defer payout or restrict access to certain funds till the resolution of such investigation or as may be directed by the regulators. Such funds held back shall not accrue any interest. In aforesaid scenario the Merchant will be given an opportunity to hear and the JPBL shall after hearing the Merchant take necessary decisions at its end. The decision of JPBL shall be final and binding on Merchant. It is clarified that the above right may also be exercised by the Acquirer for card transaction services in accordance with the applicable laws and the Merchant agrees to abide by the decision of the Acquirer in this regard.

15. DISCLOSURES AND NOTICES

JPBL shall provide disclosures and notices required by law and other information to the Merchant electronically through email address registered with JPBL and if the email is not registered by the Merchant with JPBL such notices shall be displayed on the Platform. Such disclosures and notices are considered received by the Merchant within 24 hours of such posting on the Platform or sending of the email.

16. COMPLIANCE WITH PAYMENT STANDARDS

The Merchant agrees that all the systems of the Merchant shall be compliant with the applicable payment industry standards and Regulatory requirements as may apply to the Merchant. Merchant shall follow reasonable security practices in line with industry best practices and PCI DSS recommendation based on PCI DSS specified level as communicated by JPBL from time to time and/or as per policy of JPBL Merchant shall permit JPBL and/ or any regulatory body including payment networks to conduct an audit of the Merchant systems in order to verify such compliance. In case of any security lapses, data leak etc. Merchant shall report such incidence to JPBL within 2 (two) hrs of such breach. The Merchant understands that JPBL reserves the right to undertake the security audit of the Merchant to check its compliance under the applicable laws, as and when required.

17. CONFIDENTIALITY

For purposes of this Agreement, "Confidential Information" means all data, information and other material whatsoever, including but not limited to any technical or business information disclosed by JPBL and/or its Representatives to Merchant and/or its representatives. Confidential Information includes all notes, analyses, compilations, forecasts, studies, summaries, information memoranda, opinions and similar documentation that incorporate or are derived from the Confidential Information; the existence and terms of this Agreement, the business purpose, the fact that discussions or

negotiations are taking place, or have taken place, between parties in relation to the business purpose and contents of any discussion between the parties and/or their respective representatives in relation to the business purpose. The Merchant shall keep all Confidential Information confidential and shall not share such information with any third party. The Merchant shall use the Confidential Information only for the purpose of this Agreement and return such information to JPBL immediately on demand by JPBL or on termination of this Agreement whichever is earlier.

18. SUSPENSION OR TERMINATION BY JPBL

- 18.1. Either Party may terminate this Agreement by giving 30 (thirty) days' notice to the other Party in writing without assigning any reason.
- 18.2. JPBL reserves the right to cease to provide UPI Services and/or suspend the Agreement and/or close the Merchant Account, without giving any notice to Merchant at its own option and/or as per the instructions of RBI/NPCI (a) if the Merchant has breached the terms of this Agreement or applicable laws or any payment network rules; (b) Merchant's failure or neglect to use UPI Services or Merchant Account for a continuous period of 180 (one hundred eighty) days; (c) any person other than the Merchant is attempting to access the Merchant Account or attempts to hack the same; (d) if some person presents identical commercial credentials in attempts to open another Merchant Account; (e) if JPBL is mandated to do so by the relevant regulators or to the extent the same is required to be done by reason of any payment network rules; (f) any Transaction with the Merchant is for any reason unlawful, or unenforceable; (g) the transaction is suspicious/fraudulent
- 18.3. If any regulatory authority terminates its services for JPBL for any reason whatsoever JPBL may terminate this Agreement with immediate effect.
- 18.4. The Parties agree and confirm that any termination or suspension of this Agreement does not relieve the Merchant of any obligations to pay Fees or costs accrued till the date of termination and any other amounts owed to JPBL as provided in this Agreement.
- 18.5. On termination of this Agreement, the Merchant agrees to return all assets, materials, Confidential Information including any properties belonging to JPBL and destroy or return the same at the option of the JPBL. The Merchant agrees to provide JPBL with a written confirmation within fifteen (15) business days, confirming such return or destruction as the case may be.

19. CONSEQUENCES OF TERMINATION

Upon termination of the Agreement, the Merchant agrees: (a) that upon completion of the said notice period, the relevant Merchant Account shall be closed. Upon closure of the Merchant Account, any pending Transactions will be cancelled. Any funds that JPBL is holding in custody for the Merchant at the time of closure, less any applicable Fees and penalties, will be paid out in accordance with the payout schedule, assuming all payout-related authentication requirements have been fulfilled and no investigation is pending at the time of Merchant Account closure; (b) to continue to be bound by such provisions of this Agreement which survive by their nature; (c) to immediately stop using UPI Services; (d) that JPBL reserves the right to delete all of information of the Merchant and related account data stored on JPBL's servers including Merchant Account; (e) that JPBL shall not be liable to the Merchant or any third party for termination of access to UPI Services or for deletion of Merchant's information or related account data including Merchant Account; (f) to provide all records, data, documents in its possession to JPBL; and (g) to return all assets, materials and destroy software at the option of JPBL belonging to JPBL; (h) JPBL shall disconnect any and all services, UPI Services and Merchant Account shall be closed by JPBL and the Merchant shall not be entitled to access the said account from the date of such termination.

20. OWNERSHIP

The relationship between JPBL and the Merchant is limited to a contractual relationship for the provision of UPI Services and is not one of a principal and agent. For the sake of clarity the Parties agree that the relationship between the Merchant and JPBL shall be on principal to principal basis. UPI Services is protected by trademarks, copyright, trade secret and other intellectual property laws. The

Merchant agrees and acknowledges that JPBL and/or its affiliates are and shall continue to be the owner and/or licensee as the case may be of all trademarks, copyrights, trade secrets and other intellectual property rights in UPI Services, Platform and the Merchant agrees and undertakes not to claim any right over any such trademark, copyright, trade secrets and/or other intellectual property rights.

21. INDEMNITY

The Merchant shall indemnify, defend and hold harmless JPBL from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest and expenses including without limitation attorneys' fees arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by any person or entity that arises out of or relates to or in connection with: (a) any actual or alleged breach of the Merchant's representations, warranties, or obligations set forth in this Agreement; (b) violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (c) violation of any law, rule or regulation of India or any other country; (d) Consumer or any other party's access and/or use of the Merchant Account with the Merchant's unique username, password or other appropriate security code; and/or (e) Transaction between the Merchant and Consumer or any sale or proposed sale of Products by a Merchant to the Consumer at Merchant Platform; (f) Wrongful or improper use of JPBL technologies; (g) any issues and/or disputes in relation to the Transactions; (h) any refunds; (i) chargeback/dispute as mentioned in Clause 13; (j) breach of confidentiality and intellectual property rights obligation of the Merchant; (k) dispute/claims/proceedings brought against JPBL in relation to the Products offered/sold by Merchant to the Consumer; (l) any fines, penalties, or interest imposed directly or indirectly on JPBL on account of Merchant or transaction conducted through Merchant under this Agreement. The indemnities shall survive termination of this Agreement.

22. REPRESENTATION AND WARRANTIES

The Merchant represents, undertakes and warrants to JPBL that: (a) any Transaction submitted will represent a bona fide sale or rendering of Products by the Merchant; (b) any Transactions submitted will accurately describe the Products sold and delivered by Merchant to a Consumer; (c) it shall fulfil all obligations to each Consumer for which a Transaction has been submitted and will resolve any Consumer dispute or complaint directly with the Consumer; (d) the Merchant and all Transactions initiated by the Merchant will comply with all national, state, and local laws, rules, and regulations applicable to the Merchant and/or the business, including any applicable tax laws and regulations for availing the UPI Services and shall continue to remain compliant with the same; (e) no Transaction submitted through UPI Services will represent a sale to any principal, proprietor, or owner of the JPBL; (f) the Merchant will not use the UPI Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the UPI Services; (g) use of the UPI Services will be in compliance with this Agreement and the applicable laws; (h) it is legally authorized to carry on business and has all necessary permits and licenses to carry out its business; (i) It shall use UPI Services, the Merchant Account and the Settlement Account only in India; (j) it will not accept payments in the Merchant Account/Settlement Account or use UPI Services or receive payment through UPI Services/Merchant Platform from the Consumer in connection with any and all business activities that are: (i) listed as excluded/ banned/illegal activities on the Platform, as updated from time to time; and/or (ii) which are illegal/ not permitted as per any applicable laws. (k) it shall ensure to maintain and preserve records of Transactions as per applicable laws. (l) the UPI Services can be in any event be brought to abrupt end in any event whatsoever by NPCI or JPBL for any reason whatsoever. JPBL's sole obligation and Merchant's sole and exclusive remedy in the event of interruption of the UPI Services or loss of use and/or access to JPBL Platform/UPI Services shall be to use all reasonable endeavours to restore the services/Platform and/or access to UPI Services as soon as reasonably possible.

23. NO WARRANTIES

The UPI Services and Platform are provided on an “as is” and “as available” basis. Use of the UPI Services and Platform are at the Merchant’s own risk. To the maximum extent permitted by applicable law, the Platform and UPI Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by the Merchant from JPBL or through UPI Services/Platform will create any warranty not expressly stated herein. Without limiting the foregoing, JPBL, its processors, its providers, its licensors (and their respective subsidiaries, affiliates, agents, directors, and employees) do not warrant that the content is correct; that UPI Services and Platform will meet the Merchant’s requirements; that the UPI Services and Platform will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that UPI Services and Platform is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of UPI Services and Platform is downloaded at the Merchant’s own risk and he will be solely responsible for any damage to his property or loss of data that results from such download.

JPBL does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the UPI Services or Platform or any hyperlinked website or service, or featured in any banner or other advertising, and JPBL will not be a party to or in any way monitor any Transaction between the Merchant, third-party providers of such products or services and the Consumer.

24. LIMITATION OF LIABILITY AND DAMAGES

- 24.1. JPBL, nor its affiliates nor any of their respective directors, officers, employees or agents shall be liable for any losses or damages resulting from the hacking, tampering or other unauthorized access or use of JPBL technologies, Merchant Account, Settlement Account or Platform or the information contained therein or any claims from any Consumer purchasing or proposed to purchase any Products from the Merchant.
- 24.2. In the event that any Party breaches this Agreement, in addition to any other remedies provided pursuant to this Agreement or applicable law, the non-breaching Party will be entitled to recover from the breaching Party only the actual and direct damages that the non-breaching Party incurs on account of such breach. Notwithstanding any other provision of this Agreement, in no event, either Party, a Party’s direct or indirect subsidiaries, affiliates, agents, employees or representatives be liable for (i) any indirect, incidental, special, punitive, exemplary or consequential damages of any kind in connection with or arising out of this Agreement, or (ii) any lost profits, any loss of revenue or any compensation for anticipated sales or the cost of procurement of substitute services or for any costs, expenses, expenditures, investments or other commitments made in reliance upon or otherwise in connection with or arising out of this Agreement, under statute, in equity, at law or otherwise, whether or not the Party has been advised of the possibility of such damage.
- 24.3. The total liability of JPBL under this Agreement shall not be more than Rs. 1000/- (Rs. One thousand only).

25. MERCHANT’S TERMS AND ACCEPTANCE

- 25.2. The Merchant undertakes to be abided by the rules and regulations formed by the governing authority in respect of the Anti-Money Laundering Act 2002, Information Technology Act 2000 and subsequent amendments incorporated thereon and guidelines issued by the Department of Regulation, RBI from time to time for Combating Financing of Terrorism (CFT).
- 25.3. The Merchant hereby undertakes that, all the representations made herein are true and valid as per law of India. The Merchant represents that the Merchant holds valid licenses, brand proofs, tie-up agreements from its business associates and the Merchant is legally authorised to sale the Products and Services online through the Merchant’s Site.



- 25.4. The Merchant shall provide supporting documents to JPBL at the time of execution of this Agreement and upon change in details provided under this Agreement. The Merchant shall provide the KYC documents to JPBL as requested.
- 25.5. The Merchant shall keep updated on its site all the policies including but not limited to privacy policy, refund and return policies, Chargeback policy (I accept policy), Customer grievance redressal (including turnaround time for resolving queries), and other terms and conditions pertaining to the Products and Services of the Merchant. The Merchant shall provide a copy of these documents as and when requested by the JPBL.

26. DATA PROTECTION

- 26.1. All the data processed under this Agreement is subject to the Data Privacy Regulations under Applicable Law. Merchant shall be subject to and will comply with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any other Applicable Law restricting collection, use, disclosure, storage, processing and free movement of personal information (collectively, the "Privacy Regulations").
- 26.2. JPBL its employees, contractors or agents may, in connection with this Agreement, collect Personal Information in relation to Merchant (including Customers, employees and directors). JPBL may process, use and disclose, transfer and store the Merchant's Customer's personal information for purposes connected with this Agreement and otherwise for the purposes of its legitimate business and business operations or as required by law. The Merchant shall co-operate with JPBL in respect of any issues arising out of a breach or potential breach of security in relation to the holding of confidential data.
- 26.3. Insofar as information provided, or to be provided, by Merchant to JPBL includes the Personal Information of Customers, Merchant represents and warrants that it has obtained sufficient informed prior consent in writing from each Customer to whom any Personal Information relates to, in order for JPBL to comply with Applicable Law and which allows JPBL to collect, use, disclose, process transfer and store such information for the purposes specified in this Agreement and the schedules, including in the circumstances described above, and will provide JPBL with such consent as and when requested by JPBL.

27. MISCELLANEOUS

27.1. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of India. The courts in Mumbai shall have exclusive jurisdiction. Any Dispute arising out of or in connection with the Agreement shall be amicably settled at the first instance by mutual discussions and negotiations. In the event the dispute is not resolved within 30 (thirty) days then any Party may refer the same to the arbitration of single arbitrator to be appointed mutually by the Parties. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such arbitration or any enactment of statutory modification thereof. The arbitration proceedings shall be in the English language. The place of arbitration shall be Mumbai. The award of the arbitral tribunal shall be final and binding upon the Parties and no appeal against the same shall lie to any court. Notwithstanding the foregoing, either Party may bring an action before the courts in Mumbai of appropriate jurisdiction for interim injunctive relief. Merchant agrees and acknowledges that JPBL shall not be made party to any dispute with Consumer/card holder/any other consumer which is in connection with/over Products offered/sold by the Merchant and the Merchant agrees to indemnify JPBL from any loss, cost, compensation etc. arising out of the same and out of disputes with the Consumer.

27.2. RIGHT TO AMEND

These terms and conditions/Agreement may be amended by JPBL by publishing the revised Agreement, amendments, modifications, additions to the Agreement by communicating the same to the Merchant

through email or letter correspondence. Such amendments or variations shall be effective and binding on the Merchant. If Merchant is not willing to accept the said amendment/modifications it shall notify the same to JPBL in writing within 5 days from the date such changes are published on the JPBL Platform. Continued use of the UPI Services by Merchant shall be treated as acceptance of the revised Agreement/amendments/modifications to terms by the Merchant .

27.3. ASSIGNMENT

JPBL may assign this Agreement to third parties without giving any notice and assigning any reason to the Merchant whereas Merchant may assign this Agreement by giving 30 days' notice to JPBL.

27.4. OTHER PROVISIONS

The Agreement does not limit any rights that JPBL may have under trade secret, copyright, patent, or other laws. JPBL's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term in this Agreement shall be deemed as a further or continuing waiver of such term or any other term.

27.5. NON EXCLUSIVITY

Nothing in this Agreement shall prohibit JPBL from providing services similar to those provided under this Agreement to other Merchant /merchant including but not limited to competitors of the Merchant .

27.6. FORCE MAJEURE

Notwithstanding the provisions of this Agreement, Merchant shall not be eligible for liquidated damages, damages or any cost or termination for default against JPBL, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. If a Force Majeure situation arises, JPBL shall as soon as reasonably possible notify the Merchant in writing of such conditions and the cause thereof. Unless otherwise directed by the Merchant in writing, JPBL shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Either Party may terminate this contract, by giving a written notice of minimum 30 days to other Party, if as a result of Force Majeure, JPBL being unable to perform a material portion of the services for a period of more than two months.

27.7. This Agreement constitutes the entire agreement between JPBL and the Merchant pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Parties.

27.8. The Parties to this Agreement are independent contractors and nothing in this Agreement will make the parties joint ventures, employees, agents etc. of the other party.

27.9. SEVERABILITY

Where any particular term or provision of this Agreement is determined under applicable law to be un-enforceable, such un-enforceable term(s) shall be severed from and will not affect any other terms and conditions. JPBL reserves the right to substitute any such un-enforceable term or provision with a suitable and enforceable provision at its sole discretion.

27.10. CHANGES TO THE JPBL POLICY AND TERMS AND CONDITION.

The Merchant agrees that it shall be bound by the JPBL Policy(s) and terms and conditions communicated to the merchant from time to time. The Merchant shall frequently check the Platform for any changes in JPBL Policy and terms and conditions to stay informed. The Merchant acknowledges and agree that it is their responsibility to review JPBL Policy and terms and conditions periodically and become aware of modifications.

28. DECLARATION

The person accepting/executing/signing these terms and conditions on behalf of Merchant (“Authorised Person”) agrees and declares as under:

- 28.1. Authorised Person agrees and confirms that the Authorised Person is duly authorised representative of the Merchant and signing on behalf of the Merchant :
- 28.2. Authorised Person is legally empowered by and duly authorised as the Authorised Person, to accept these Merchant terms and conditions.
- 28.3. The Merchant is duly authorised under law to undertake all activities and assume all duties, responsibilities and obligations as Merchant .
- 28.4. The digital copy of the proof documents, furnished by me and/or enclosed herewith, for establishing Merchant identity, address and business (and which may include, for the purposes of establishing proof of bona fide business of Merchant , the latest invoices placed on Merchant by the supplier establishment recognized by JPBL) are true, complete and accurate in all respects.
- 28.5. To the extent that any of the proof documents furnished require renewals and/or reauthentication/attestation or where any further documents become necessary for submission, the Merchant assumes complete responsibility for obtaining and submitting the same.
- 28.6. In case, any of the above information or documents are found to be insufficient, false, untrue, misleading and/or misrepresenting, the Merchant assumes sole responsibility and liability for any and all ensuing consequence

