

## Terms & Conditions for UPI Transactions

These Terms and Conditions apply to and regulate the provision of UPI facility provided by Tirupati Urban Co-operative Bank Limited (Hereinafter referred as "TUCB"). These terms and conditions (the "Terms and Conditions") shall be not in addition to and not in derogation to any other terms as stipulated by TUCB/Third Party/from time to time.

### 1. DEFINITIONS

In these Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the following words/expressions shall have the meaning as stated herein under:

**"Application"** or the "UPI Application" shall refer to the facility of UPI provided to customer in form of mobile application within TUCB mobile app or via any other arrangements with financial technology partners in the market **"Payment Service Provider (PSP)"** refers to TUCB as a participating entity with NPCI for providing UPI to TUCB's customers.

**"3<sup>rd</sup> Party PSP"** refers to any other entity to whom TUCB has entered into strategic tie up and shared technology support to enable UPI transactions on their respective mobile app.

**"Virtual Payment Address (VPA)"** refers to the payment identifier created by the customer on the UPI mobile app during the time of registration.

**"Account"** refers to the account of customer which they have linked to VPA in the UPI app

**"Primary Account"** refers to the account marked as primary by the customer in the UPI app.

**"Statement/s"** shall mean the communication provided to the UPI member/'s on the e-mail id provided by TUCB on a monthly basis starting inter alia the transactions undertaken and balance available in the UPI account.

**"Customer Care"** refers to the telephonic customer service facility provided by Tirupati Urban Co-operative Bank throughout the day to UPI Member/'s for any UPI related queries.

### 2. INTERPRETATION

a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation"

b) Words importing any gender include the other gender.

c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments or replacements for the time being in force.

d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these terms and conditions.

e) The rules of interpretation as set out in the General Clauses Act shall, unless it be repugnant to the subject or context thereof, apply to these terms and conditions as if incorporated herein.

### 3. APPLICABILITY OF TERMS

The UPI member shall be deemed to have unconditionally agreed to and accepted to these Terms and Conditions by downloading TUCB's UPI app and registering in the same.

### 4. FEATURES OF UPI

Below are the permissible transactions on UPI:

- Send (PUSH) money basis Virtual Payment Address (VPA), Account No. & IFSC, Mobile No, & MMID
- Collect (Pull) money basis VPA
- Linking and addition of bank accounts
- Transaction history
- Mobile banking registration basis card no. & expiry date
- Generation / reset of MPIN basis Card No. & expiry date
- Change of old MPIN
- Raising disputes / logging complaints
- Raising / accepting one time mandate
- Scan and Pay to merchants

### 5. Securing UPI details

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The customer must not share following details with anyone under any circumstance:

- UPI PIN
- Debit Card / PIN details
- Long SMS generated during the UPI registration

Customer must carefully read the requests received on their UPI mobile app. TUCB shall not take responsibility for acceptance of collect requests on the UPI app by the customer with UPI PIN authentication. Customers must ensure that they are accepting correct UPI collect request on their respective UPI app provided by TUCB, as they intend to.

In case of 3<sup>rd</sup> party PSP app, the terms and conditions of the 3<sup>rd</sup> party shall prevail, Customer must ensure that they have read and completely understand the T&C of the 3<sup>rd</sup> party PSP. TUCB shall take no responsibility for the actions done by customers on the 3<sup>rd</sup> party PSP apps.

### 6. USAGE GUIDELINES

The said UPI VPA is valid only in India and only with respect to payments required to be made in INR. The UPI Member shall at times ensure that the VPA is kept safe and shall under no circumstances whatsoever allow the UPI to be used by any other individual. The UPI member shall be responsible for all the facilities granted by TUCB and for all related charges and shall act in good faith relation to all dealings with the UPI and Bank.

The Bank accepts no responsibility for any surcharge levied by any 3<sup>rd</sup> party PSP and debited to the balance available on the UPI VPA / account, with the transaction amount. The UPI Member is responsible for all transactions initiated by the use of the UPI, except as otherwise set forth herein. Each time in the UPI Member uses the VPA, with the transaction amount. The UPI Member is not allowed to exceed the available amount in the VPA through individual transaction or a series of

transactions. TUCB reserves the right to bill the UPI Member for any transaction commenced on UPI platform. The UPI Member agrees to pay TUCB promptly for the charges levied. TUCB also reserves the right to cancel/terminate the UPI services to the member depending on the scenarios related to participation of fraudulent activities by the customer and/or misrepresentation of the services provided by TUCB.

TUCB reserves unto itself the absolute discretion to decline to honor the transaction requests on the UPI, without assigning reason thereof.

### 7. STATEMENTS AND RECORDS:

The UPI Member may enquire about the balance on his VPA / Account by performing balance enquiry on the application. The UPI Member will also receive a short messaging system message on the mobile number registered by the UPI Member with the Bank, after each Transaction informing him of transaction value. The UPI Member shall inform TUCB via the application, if any irregularities or discrepancies exist in the transactions/particulars of the UPI Account. If TUCB does not receive any information to the contrary within 15 days, it shall assume that the Transactions are correct. All records are maintained by TUCB, in electronic or documentary form of the instruction of the UPI Member and such other details (including, but not limited to payments made or received) pursuant to these Terms and Conditions, shall against the UPI member, be deemed to be conclusive evidence of such instructions and such other details. TUCB shall not be required to provide copies of the Transaction slips to the UPI Member with the respect to Transactions and the UPI Member with the respect to Transactions and the UPI Member will only receive transactional alerts through short messaging system message on the mobile number registered by the UPI Member with the Bank.



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### 12. EXCLUSION FROM LIABILITY:

In consideration of the Bank providing the UPI Member with the Facility of the UPI, the UPI member hereby agrees to indemnify and TUCB indemnified from and against and all actions, claims, demands, proceeding, losses, damages, persona inquiry, costs, charges and expenses whatsoever which TUCB may at time incur, sustain suffer or be put to as consequence of or by reason of or arising out of providing the UPI Member, the said facility of the UPI or by reason of TUCB's acting in good faith and taking or refusing to take or omitting to take action on the UPI Member's instructions, and in particular arising directly or indirectly out of negligence, mistake or misconduct dishonesty relating to any Transaction by the UPI Member. The UPI Member shall also indemnify TUCB fully without prejudice to the foregoing, TUCB shall be liability whatsoever to the UPI Member in respect of any loss or damage arising directly or indirectly out of:

1. Any defect in quality of goods or services supplied by any third party.
2. The refusal of any person to honor or to accept the UPI request.
3. The Malfunction of any computer system or application provided by 3<sup>rd</sup> party PSP.
4. The exercise by Tirupati Urban Co-operative Bank of its right to terminate the UPI.
5. Any misstatement , misrepresentation, error omission in any details disclosed by Tirupati Urban Co-operative Bank except as otherwise required by law, if TUCB receives any process, summons, order, injunction , execution, distrait, levy lien, information or notice which TUCB in good faith believes/ calls into question the UPI Member's ability , or the ability of someone purporting to be authorized by the UPI Member, to transact on the UPI, TUCB may, its option and without liability to the UPI Member or such other person, decline to allow the UPI Member obtain any portion of this funds, or may such funds over to an appropriate authority and take any other steps required by applicable law. TUCB

reserves the right to deduct from the balance available on the UPI a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving the UPI Member's UPI.

6. Any statement made by any unauthorized person returning the return of the UPI or any act performed any person in conjunction.

7. In the event a demand or claim for settlement of outstanding dues from the UPI Member is made, either by TUCB or any person acting on behalf of TUCB, UPI Member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial or to reflecting upon the character of the UPI Member, in any manner.

8. The TUCB UPI is the property of TUCB. It shall be subject to the terms and conditions mentioned herein and any additional conditions stipulated by TUCB, from time to time.

### 13. BREACH AND TERMINATION/WITHDRAWAL:

The UPI Member will be liable to pay TUCB, upon demand, all amounts outstanding from the UPI member to TUCB.

### 14. CHARGES

The holding and use of the UPI will incur fees which will be debited to the balance available in the UPI Account.

The said fees are not refundable . Any Government charges, duty on debits, or tax payable as a result of the UPI shall be the UPI members responsibility and imposed upon TUCB (Either directly or indirectly), Tirupati Urban Co-operative Bank shall debit such charges, duty on tax against the balance available on the UPI there will be separate service charges levied for such facilities as may be announced by the bank from time to time and deducted from the balance available on the UPI. In the situation that the balance available on the UPI is not sufficient to deduct such fees, the Bank reserves the right to deny in further transactions. The UPI member

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also authorizes TUCB to deduct from the balance available on his UPI, And indemnifies the TUCB against any expenses it may occur in collecting money owed to it by the UPI member in connection with the UPI.(including without limitation reasonable legal fees). TUCB may levy services and other charges for use of the UPI, which will be notified by the UPI member from time to time by updating this terms and conditions. The UPI member authorizes to recover all charges related to the UPI as determined by TUCB from time to time by debiting the balance available on the UPI. Details of the applicable fees and charges as stipulated by TUCB shall be displayed on the website and/or at kiosks.

### **15. DISPUTES**

In case of any complaint on query pertaining to any transaction/'s the UPI member, may contact us by either by calling us on our customer care and/ or raise the dispute in the TUCB provided app under the option of complaints. In case the UPI Member has any dispute in respect of any transaction, The UPI member shall advise details to TUCB within 7days of transaction date failing which it will be construed that all charges are acceptable to the UPI member and in the order. In order to enable TUCB to investigate and respond and complaint/queries, the UPI member shall be required to provide TUCB which such information as may be required by TUCB. Please note that TUCB doesn't ask customers for any confidential information and therefore the UPI member/'s must not share with anyone any information of a confidential nature including but not limited to passwords, User ID'S etc. For Full Details regarding our complaints procedures, Please refer to the TUCB website. The Customer Care number shall be as updated on the TUCB website from time to time. TUCB shall make bonafide and reasonable efforts to resolve and aggrieved UPI members disagreement transaction/'s within 15 days receipt of the notice of disagreement. If after such effort, TUCB determines that the

transactions indicated is correct then it shall communicate same to the UPI member along with the details the copy of the sale slip or payment requisition.

### **16. DISCLOSURES**

The UPI member hereby, irrecoverably authorizes TUCB to disclosure, exchange, share or part with all the information relating to the UPI member/'s details and payment history information and all information pertaining to and contained in the terms and conditions or as expressed in the application made for a UPI affiliates/banks/financial institutions/ credit bureaus/agencies/statutory bodies as may be required and undertakes not to hold TUCB/Its affiliates/ the other group companies of TUCB and their agents liable for use of the aforesaid information.

### **17. SETTLEMENT OF DISPUTES**

Tirupati Urban Co-operative Bank and the UPI Member agree that legal action or proceedings arising out of the terms and conditions shall be brought in the courts or tribunals. Tirupati Urban Co-operative Bank, may however, in deeds absolute discretion commence any legal or proceedings arising out of the terms and conditions in any other quote, tribunal or other appropriate forum, and the UPI member hereby, consents to the jurisdiction. The terms and conditions shall be governed by and construed in accordance with the laws of India.

### **18. NOTIFICATION AND CHANGES**

TUCB shall have the absolute discretion to amend or supplement any of the terms and conditions, features and benefits offered on the UPI includes, without any limitation to changes affect interest charges or rates and methods of calculation at any time. The balance available on the UPI shall be liable to be utilized for all charges incurred and other obligations under the revised terms and conditions. TUCB shall notify/communicate the amended terms and conditions by hosting the same on the UPI website or any other

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manner decided by TUCB. The UPI member shall be responsible for regularly viewing the terms and conditions, including amendments thereto as many posted on the UPI website and shall be deemed to have accepted the amended terms and conditions by continuing to use the UPI.

### **19. INDEMNITY**

The UPI Member agrees to indemnify and keep indemnified TUCB against all and any claims, suits, liability, damages, losses , costs charges, proceedings, expenses, and actions of any nature whatsoever made or instituted against TUCB or incurred by Tirupati Urban Co-operative Bank on account of usage of the UPI. "TUCB may, at its sole discretion, utilized the services of external service provider/'s or agent/'s and on such terms as required or necessary, in relation to its products/services"