

Terms and Conditions – UPI Merchant

These Terms and Conditions (“**T&Cs**”) set out below shall govern the Services (*as defined herein*) under which the **RBL UPI QR Code** and/or **VPA** (*as defined herein*) will be provided by RBL Bank Limited (“**RBL Bank**”) to the Merchant(s) (*as defined herein*).

Merchant(s) desirous of availing the Services (*as defined herein*) shall by way of a one-time registration, in such form, manner and substance as RBL Bank may prescribe, apply for availing of Services and RBL Bank shall be entitled, at its sole discretion, to accept or reject such applications. The Merchant shall be provided with a VPA and/or QR code on which the Merchant can receive funds and make payments via UPI.

1. **DEFINITIONS:**

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

- a. “**Account**” shall mean the current account held and maintained by the Merchant with RBL Bank, to be used for availing the Services.
- b. “**Affiliate(s)**” shall carry the same meaning under Companies Act, 2013.
- c. “**API**” means a defined set of routines, protocols, tools, and specifications made available by one party to enable the integration, interaction, or communication of its software, systems, or services with those of another party and includes its associated documentation, code libraries, interface definitions, and any updates, enhancements, or modifications thereto, and may be used solely for the purposes expressly permitted under this Agreement.
- d. “**Application**” shall mean the application prescribed by RBL Bank for the Merchants for availing the Services.
- e. “**Applicable Law**” shall mean all laws, statutes, enactments, acts of legislature, rules, regulations, ordinances, notifications, circulars, guidelines, directives, and orders issued or passed by Authority in India, which have the force of law and are applicable from time to time.
- f. “**Authority**” shall mean RBI, NPCI, Central or State Government, municipality, judicial, quasi-judicial or any tribunal.
- g. “**Authorizing Bank**” in respect of a Customer shall mean a bank where the Customer maintains an account, and from which payments are made for Product(s) purchased and/or availed from the Merchant.
- h. “**Business Day**” shall mean a day on which RBL Bank is open for business during its regular Working Hours at the place of Transaction.
- i. “**CIRP**” shall mean admission of petition by the National Company Law Tribunal filed by any Financial or Operational Creditor for initiation of corporate insolvency resolution process against the Merchant under the Insolvency and Bankruptcy Code, 2016 as amended.
- j. “**Customer(s)**” shall mean any person using UPI as a mode of payment by scanning UPI QR Code or entering VPA of the Merchant(s) for availing the Product(s) offered by the Merchant

- k. **“MDR”** shall mean the Merchant Discount Rate which is a fee or rate charged to a Merchant by the Acquiring Bank or payment service provider for processing and accepting payments through UPI.
- l. **“Merchant(s)”** shall mean vendors/ suppliers/ sellers who provides Product(s) to the Customer at its physical stores or through its own website, mobile application etc.
- m. **“NPCI”** means the National Payments Corporation of India.
- n. **“PPI”** means the Prepaid Instrument.
- o. **“Product(s)”** shall mean goods and/or services offered for sale and/ or marketed by the Merchants to the Customers.
- p. **“RBI”** means the Reserve Bank of India.
- q. **“UPI QR Code”** shall mean a non-editable Quick Response Code generated and issued by RBL Bank in various formats, including but not limited to soft copies, hard copies, or physical stickers, containing the Merchant’s account details and used by Customers to scan and make payments via UPI, whether displayed at the Merchant’s physical location or on its website, mobile application, or any other digital platform, to facilitate receipt of payments directly into the Merchant’s Account.
- r. **“VPA”** shall mean the Virtual Payment Address issued by RBL Bank, linked to the Merchant’s Account and registered on the UPI platform, which serves as a unique identifier for the Merchant to enable receipt of payments.
- s. **“Services”** shall mean the payment collection and payout services provided by RBL Bank to the Merchant, under which RBL Bank acts as the acquiring bank for payments processed through UPI, and facilitates the collection of UPI based payments made by Customers in favour of the Merchant through Transactions initiated using a UPI QR Code or VPA or payouts initiated by the Merchant through the same UPI infrastructure.
- t. **“Taxes”** shall mean all present and future central, state, and local levies, taxes, duties, fines, penalties, cess if any (including without limitation sales taxes, value added taxes, excise duties, customs duties, or goods and services tax) levies, imposed or collected by any government, quasi-government, municipal authority, or any statutory body, as the case may be.
- u. **“Transaction”** shall mean every successful payment made by the Customer to the Merchant by scanning UPI QR Code or VPA or payouts initiated by the Merchant through the same UPI infrastructure.
- v. **“UPI”** shall Unified Payment interface as governed by NPCI.
- w. **“Website”** shall mean the website owned, established and maintained by RBL Bank on www.rblbank.com.
- x. **“Working hours”** shall mean 09:00 to 18:00 Indian Standard Time.

2. INTERPRETATION:

All references to singular include plural and vice versa and the word “includes” should be construed as “without limitation”. References to any statutory provision includes any amended or re-enacted version of such provision with effect from the date on which it comes into force. Headings are inserted for convenience only and shall not affect the interpretation or construction of these T&Cs. The words “hereof”, “herein” and “hereunder” and words of similar import, when used in these Terms shall refer to these Terms as a whole and not to any particular provision of these Terms. The words “include”, “includes” and “including” when used in these Terms are deemed to be followed by the phrase “without limitation” or “but not limited to”.

3. SCOPE AND APPLICABILITY OF THE T&Cs:

- a. The Merchant understands and agrees that RBL Bank will provide the Services to the Merchant directly or through its vendor or agents, acting for and on its behalf. The Merchant understands and agrees that these T&Cs shall be valid with effect from the date of execution of these T&Cs by the Merchant and shall continue to remain valid and binding unless terminated by the Merchant or RBL Bank as per the T&Cs contained herein.
- b. The Merchant acknowledges and agrees that RBL Bank reserves the right to define and revise the scope of Services provided to the Merchant at its sole discretion. This includes, but is not limited to, expanding, modifying, or limiting the Services at any time; applying or altering restrictions on the use of the Services; and implementing any other limitations as may be mandated by Authority.
- c. The Merchant acknowledges and agrees that RBL Bank may, at its sole discretion provides Services to the Merchant.
- d. The Merchant acknowledges that the Merchant has read, reviewed and understood these T&Cs and unconditionally agrees to abide by these T&Cs. The Merchant acknowledges that the Services that are offered to the Merchant are not transferable under any circumstances and shall be used only by the Merchant. The Merchant cannot assign these T&Cs to any third party.
- e. The Merchant must communicate with RBL Bank only via the mode that is specified by RBL Bank, and RBL Bank is not bound by communication received via any other mode, unless specifically accepted and informed to the Merchant.

4. GENERAL TERMS OF THE SERVICES:

- a. The process flow regarding the Services and various timelines while availing the Services are stated in Schedule 1.
- b. Provision of the Services to the Merchant shall be subject to RBL Bank's sole discretion and contingent upon the Merchant maintaining, in the opinion of RBL Bank, a satisfactory conduct in its Account.
- c. RBL Bank may in its sole discretion (i) update the Services as commercially and reasonably required in RBL Bank's opinion; and/or (ii) to make changes to the Services as may be required under Applicable Law.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE MERCHANT:

- a. The Merchant has the full power to issue the instructions and to perform its obligations in accordance with these T&Cs and has taken all necessary action, including all internal and corporate approvals for execution and acceptance of the T&Cs.
- b. The Merchant shall comply with all the Applicable Laws including but not limited to NPCI procedural guidelines, brand guidelines issued by NPCI, regulations issued by RBI, and internal policies of RBL Bank as may be notified from time to time.
- c. The Merchant confirms that it does not and shall not violate or conflict with any Applicable Laws, provisions of its constitutional documents, any court order or judgment, or any terms of contracts binding on it or its assets.
- d. The Merchant is duly incorporated, validly existing and in good standing under the laws of its incorporation.
- e. These T&Cs constitute a valid, legal and binding obligation and are enforceable against the Merchant in accordance with the provisions hereof.
- f. The execution and delivery of these T&Cs has been duly authorized and will not contravene any provisions of any law/regulation, any provision of its constitutional documents, any order or judgement of any court or other agency of government applicable to it, or constitute a default under, any other agreement or instrument to which the Merchant is a party.
- g. No consent, authorization, order or approval of, or filing or registration with, or notification to any court, administrative agency or commission or other governmental authority or instrumentality is required by the Merchant in connection with the execution, delivery and performance of these T&Cs.
- h. Any information furnished by the Merchant to RBL Bank, from time to time, is true and correct and shall be deemed to form part of the representations and warranties. The Merchant shall immediately upon the happening, or occurrence of circumstance, notify in writing to RBL Bank, of any circumstances affecting the correctness of any of the particulars provided by the Merchant to RBL Bank.
- i. RBL Bank has not taken any action, and no steps have been taken or legal proceedings started by or against it in any court of law for initiation of any CIRP, winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Merchant or of any or all of its assets.
- j. Neither the Merchant nor any of its directors/ promoters have been included in any list of defaulters by any regulatory/ statutory authority and/or other banks, financial institutions and/or non-banking finance companies etc.
- k. The Merchant will ensure compliance with Know Your Customer (KYC)/ Anti-Money Laundering (AML)/ Combating Financing of Terrorism (CFT) guidelines issued by the Department of Regulation, RBI, in their "Master Direction – Know Your Customer (KYC) Directions" updated from time to time.
- l. The Merchant hereby represents and warrants that it shall be solely and exclusively responsible for accepting and processing any return transactions initiated through NPCI systems. The Merchant acknowledges that such return transactions may arise due to various reasons including,

but not limited to, failed settlements, erroneous credits, or disputes raised by the Customers or any third party.

- m. The Merchant shall implement and maintain a robust and efficient workflow to manage complaints, Customer grievances, return/refund transactions, ensuring resolution within the timelines stipulated by NPCI.
- n. The Merchant shall promptly provide copies of documents, papers and other instruments including any statement, information, electronic record, or any other data to RBL Bank as requested from time to time, and in any case within three (3) days from the date of receipt of request from RBL Bank to enable RBL Bank to perform its respective obligation under this T&Cs or to respond to Authorities.
- o. The Merchant undertakes to provide such information as RBL Bank may from time to time request for the purposes of providing the Services and to ensure that all information provided to RBL Bank, at all times, is accurate, complete and up to date.
- p. The Merchant agrees and undertakes to promptly inform RBL Bank in writing of any additions/ deletions/ modifications to the designated email address of RBL Bank. Such additions/deletions/modifications shall not be construed as commencement of a new contract.
- q. The Merchant undertakes that it shall conduct its businesses in compliance with the applicable anti-corruption laws and maintain the policies and the procedures designed to promote and achieve compliance with the anti-corruption laws of India.
- r. The Merchant hereby agrees, confirms, and unequivocally additionally undertakes to provide assistance and cooperation regarding any claim or issue raised by the Customer, NPCI or RBL Bank; promptly implement changes that may be required from time to time, in order to maintain compliance with the suggestions, recommendations, requirements issued by Authority.
- s. The Merchant hereby undertakes and agrees that any updates, enhancements, modifications, or changes issued by NPCI, whether in the form of circulars, guidelines, technical specifications, operational procedures, or any other communication, shall be binding on the Merchant and shall be incorporated into the Merchant's operational processes without delay and in accordance with the timelines prescribed by NPCI.
- t. The Merchant undertakes to comply with all applicable guidelines, circulars, notifications, and operational and settlement procedures issued by NPCI from time to time in relation to return Transactions. The Merchant shall ensure timely and accurate execution of all actions required under such directions, including but not limited to reversal of funds, updating transaction status, and communication with relevant parties.
- u. The Merchant hereby undertakes and agrees that any refund initiated by the Merchant in respect of a Transaction shall not, under any circumstances, exceed the original Transaction amount authorised and successfully completed.
- v. The Merchant hereby undertakes and agrees that RBL Bank shall not be held liable for any delay, rejection, or failure in processing transactions arising out of or due to invalid, incomplete, or inaccurate information provided by the Merchant, or any technical or system failures beyond the reasonable control of RBL Bank, including but not limited to failures or downtime at NPCI, or any other third-party service provider involved in the transaction process. The Merchant further

acknowledges and agrees that RBL Bank shall not be responsible for any direct or indirect loss, damage, or inconvenience suffered by the Merchant or the Customers as a result of such delays, rejections, or failures.

- w. The Merchant undertakes to be solely responsible for ensuring that the Services are not utilised for any unauthorised, illegal or fraudulent purposes which is in violation of the Applicable Law or any regulation, or which may result in fraud on any person or which may cause RBL Bank to be subject to investigation, prosecution or legal action and the Merchant shall take all necessary precautions to prevent any unauthorised or illegal use of Services.
- x. The Merchant confirms that the Merchant has received the copy of Terms and conditions – Use of Application Programme Interface ('API') RBL Bank Limited Ver. API0719 as available on the Website at the time of registration to the API portal for availing API banking from RBL Bank and hereby unconditionally and unequivocally agrees and accepts the said terms and conditions and provisions contained therein as if specifically incorporated by reference herein.

6. FEES & CHARGES:

- a. The Merchant agrees to pay fees/charges levied for availing the Services, as more particularly set out in Schedule 2 herein ("**Schedule of Charges**") and as determined and notified by RBL Bank to the Merchant from time to time. The Merchant shall be solely responsible for the payment of all Taxes as may become due and applicable in relation to the Services. The Merchant agrees that RBL Bank is entitled to recover such fees/costs by debit to the Account of RBL Bank. RBL Bank reserves the right to modify the fees at any time.
- b. RBL Bank reserves its rights to change the Schedule of Charges from time to time without any consent of the Merchant and shall intimate the Merchant about change in Schedule of Charges by sending an intimation to that effect on registered contact details of the Merchant and upon such intimation sent by RBL Bank or published on the Website, shall be sufficient notice to Merchant of revision in Schedule of Charges and shall be binding on the Merchant. The Merchant agrees to keep referring to the Schedule of Charges as available on the Website of RBL Bank and keep its records updated.
- c. The Merchant understands and agrees to pay the fees and charges as mentioned in the Schedule of Charges, without any delay or demur and free of any restriction or condition and free and clear of and without any counter claim, set off, deduction or withholding.

7. TERMINATION & SUSPENSION OF SERVICES:

- a. The Merchant agrees and understands that RBL Bank may terminate the Services forthwith, or upon giving reasonable notice, wherever feasible, but without assigning any reason for such termination and such termination shall not be open to question by the Merchant on any account whatsoever.
- b. The Merchant agrees and understands that in case the Merchant desires to discontinue availing the Services, it may do so at any time by giving thirty (30) days advance written notice to RBL Bank provided such termination shall not affect its liability to fulfil and complete its obligation with regard to payment of Services fees or charges, refunds, realisation of outstanding collections or otherwise.

- c. The Merchant agrees and confirms that access to the Services shall be suspended by RBL Bank in case the Merchant breaches any of the T&Cs contained herein or on account of fraud, operational non-compliance by the Merchant, or pursuant to instructions issued to RBL Bank by NPCI, RBI or any regulatory, statutory or government authority.
- d. The Merchant further agrees and confirms that RBL Bank shall be entitled to suspend the Services or temporarily stop the Services for any reasons deemed appropriate by RBL Bank, and for that reason, RBL Bank shall not be responsible to any party, be liable for any loss/damage/cost of any nature whatsoever to the Merchant.
- e. Notwithstanding anything herein contained, RBL Bank reserves the right to withdraw or terminate the Services, either entirely or with reference to any specific Services by giving intimation to the Merchant upon occurrence of any of the following events:
 - 1. If the Merchant commits a breach of any of the terms of these T&Cs:
 - 2. If the Merchant makes any representation which turns out to be false or incorrect or misleading;
 - 3. If the Merchant is facing any insolvency, receivership, winding up, liquidation or bankruptcy proceedings whether commenced voluntarily or brought against it involuntarily.
- f. It is understood and agreed by the Merchant that the liability of the Merchant shall extend until such time till the QR Code and/ or VPA is deactivated by RBL Bank post termination of the Services.
- g. In the event of a breach by the Merchant of any of these terms, RBL Bank is authorized to debit the Merchant's Account and/or deduct from the deposit any refund claimed in the event that there are insufficient funds available therein to claim from the Merchant. Any termination shall not affect any liabilities incurred by the Merchant prior to the termination and any provision expressed to survive or to be effective on termination shall remain in full force and effect notwithstanding termination.
- h. Any termination pursuant to this clause shall not affect any liabilities and obligations incurred by the Merchant prior to the termination and any provision expressed to survive or to remain effective on termination shall remain in full force and effect notwithstanding termination.

8. **FRAUD MANAGEMENT:**

- a. RBL Bank reserves the right, though not obligated, to withhold, suspend, or refrain from processing any Transaction if, at its sole discretion, it deems the Transaction suspicious, fraudulent, incomplete, or if RBL Bank observes any discrepancies.
- b. RBL Bank reserves the right, at its sole discretion, to ascertain whether a Transaction is to be classified and reported as suspicious or fraudulent. In the event of such determination, RBL Bank shall be authorized to undertake appropriate measures concerning said Transactions and/or the associated amounts, in accordance with its established procedures and policies.
- c. The Services provided by RBL Bank shall be used by the Merchant exclusively for the purpose of collecting payments for Merchant's own bona fide business activities. Under no circumstances

shall the Merchant use the Services to collect funds on behalf of any agent, sub-merchant, franchisee, third party, or for any form of fund sub-aggregation.

9. **OBLIGATIONS OF THE MERCHANT:**

- a. The Merchant shall ensure that the UPI QR Code and/or VPA is used as is without any tampering or recreating whether in offline or in online mode.
- b. The Merchant shall be solely responsible to ensure that the UPI QR Code and/or VPA is not utilized for any unauthorized or illegal or fraudulent Transactions or for any Transactions which are in violation any Applicable Law or any regulation, or which may result in fraud on any person or which may cause RBL Bank to be subject to investigation, prosecution or legal action and the Merchant shall take all the necessary precautions to prevent any such unauthorized/illegal use of UPI QR Code and/or VPA at the Merchant's physical store or on the Merchant's website, mobile application or any other platform of the Merchant.
- c. The Merchant shall not use the Services in any manner or for any purpose other than in connection with the business for which the Services are being provided by RBL Bank.
- d. The Merchant understands that the UPI QR Code/VPA issued by RBL Bank for the Merchant is unique and specific to RBL Bank and that the Merchant at all times maintain the secrecy of this UPI QR Code/VPA. The Merchant acknowledges that RBL Bank shall not be liable in any manner whatsoever for any negligence or misuse of the UPI QR Code/ VPA by the Merchant or its agents, employees, officers, representatives.
- e. In the event of any change in the Merchant's details, the Merchant shall be solely responsible for promptly updating such information with RBL Bank.
- f. The Merchant shall bear sole responsibility for addressing and resolving all Customer complaints related to the Transactions.
- g. In case of any chargeback or reversal or refund request in relation to any Transactions, the Merchant shall ensure to provide such documents and information as may be demanded by RBL Bank, and the Merchant shall ensure adequate funds are available in the Account as demanded by RBL Bank for defending disputes/ chargebacks/ refund requests.
- h. The Merchant hereby authorizes RBL Bank to debit the Account at any time towards any such amounts due and payable including arbitration costs, charges and fees levied by NPCI in relation to the Transactions which have been disputed by the issuing bank. In any such situation of chargeback/reversal/ refunds under any of the Transactions, the MDR and any other fees/charges as collected under Schedule of Charges on the original underlying Transaction including Taxes shall not be refunded to the Merchant, and the Merchant will not get any credit against the same.
- i. The Merchant agrees to maintain the following additional documents for record-keeping purposes and to promptly provide them to RBL Bank as required, including but not limited to in connection with dispute resolution, chargeback processing, and retrieval request responses:
 1. all provide such reasonable assistance for the prevention and detection of fraud in respect of any Transaction(s) as RBL Bank may from time to time request.

2. The Merchant ensures that adequate funds are maintained in the Merchant Account for refund Transaction(s) and for settling any chargeback raised on the Bank by the Authorizing Bank of the Customer.

10. ACCESS TO INFORMATION; AUDIT AND INSPECTION:

- a. The Merchant shall keep complete and accurate books, records and information of all the Transactions, Transaction amount, evidence and documents of these terms in a manner satisfactory to RBL Bank. The Merchant agrees to keep all such records for a period as may be notified to it from time to time or as required under any Applicable Law, Services or as notified by RBL Bank.
- b. The Merchant will provide to RBL Bank all information and documents in its control or possession requested by RBL Bank to comply with Applicable Laws governing the Services, including but not limited to documents required to comply with various guidelines issued by RBI and/or NPCI or any Authority.
- c. The Merchant unequivocally agrees that in case RBL Bank, its auditors (both internal and external), RBI / NPCI, or any relevant Authority wants to have access and inspection and conduct audit of the records of Transactions, and other necessary information relating to this Services, in such an event, the Merchant shall, without demur within a reasonable time from the notice period, allow such uninterrupted inspection, examination and audit of records and shall cooperate and shall provide all assistance to RBL Bank/ NPCI/ RBI or its authorized person. Failure to do so on the part of the Merchant shall tantamount to breach of these T&Cs by Merchant and thereby the Services shall be liable to be terminated by RBL Bank forthwith at the sole discretion of RBL Bank, without assigning any further reason whatsoever.
- d. The Merchant shall co-operate with RBL Bank, RBI, NPCI and/or their internal or external auditors to assure a prompt and accurate audit and inspection. The Merchant shall also co-operate with RBL Bank to correct any practices which are found to be deficient as a result of any such audit, within a reasonable time as stipulated by RBL Bank or NPCI/RBI.
- e. Notwithstanding anything to the contrary in this paragraph, the Merchant will not be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter that:
 1. constitutes non-financial trade secrets or non-financial proprietary information;
 2. in respect of which disclosure to RBL Bank is prohibited by requirements of Applicable Law or any binding agreement; or
 3. is subject to attorney-client or similar privilege or constitutes attorney work product.

11. FIXED DEPOSIT:

- a. The Merchant shall deposit and at all times maintain in place, until payment in full, to the complete satisfaction of RBL Bank of all dues in relation to the Services and/or until termination of the Services whichever is later in time, such amount as may be prescribed by RBL Bank from time to time in a fixed deposit with RBL Bank ("**Fixed Deposit**").

- b. The Merchant hereby authorizes RBL Bank to mark a lien on the Fixed Deposit in favour of RBL Bank for setting off and recovering any dues, charges or any amounts payable by the Merchant to RBL Bank hereunder including any amounts relating to chargebacks, levies, fines, penalties, refunds under any Transaction and the Merchant shall execute necessary documents in the form and manner as acceptable to RBL Bank, in relation to the amounts lying in Fixed Deposit for the said purpose.
- c. The Merchant undertakes that RBL Bank's lien and RBL Bank's right to set off over the Fixed Deposit shall operate on a continuing basis.
- d. In case of non-compliance by the Merchant with any provisions hereof, RBL Bank shall have the full power and authority to appropriate the Fixed Deposit mentioned herein with interest accrued thereon, without further notice to the Merchant. In the event of any increase in the amount of the Fixed Deposit (which increase shall be as solely determined by RBL Bank), such increased amount shall also be subject to lien and set off in favour of RBL Bank as mentioned herein.
- e. The Merchant shall ensure and undertake that the Fixed Deposit created hereunder is not encumbered or assigned or pledged in favour of any other person and is free from all encumbrances.
- f. The Merchant shall not be entitled to prematurely withdraw or terminate the Fixed Deposit for any reasons whatsoever, unless permitted by RBL Bank on such terms and conditions as may be stipulated by RBL Bank.

12. PRESENTATION OF TRANSACTION, CUSTOMER DISPUTES REDRESSAL AND ACCEPTANCE OF REFUNDS:

- a. In respect of any Transaction, if any Product(s) are not received as described, by the Customer or are lawfully rejected or accepted for and/or Services are not performed or partly performed or cancelled or price is lawfully disputed by the Customer or price adjustment is allowed, the Merchant to initiate a refund of all such Transaction(s).
- b. In the event that the Merchant fails to deliver the Product(s) to the Customer by the delivery due date, or fails to refund the Customer for the amount of the disputed Transaction and the Customer / Authorizing Bank makes a complaint to RBL Bank, RBL Bank shall intimate the same to the Merchant. In the event, the Merchant fails to fulfil its obligations, i.e. deliver the Product(s) to the Customer or provide the proof(s) of the delivery of the Product(s), or give refund to the Customer, within a period of seven (7) calendar days , from the date RBL Bank notifies the Merchant, RBL Bank shall reverse the debit entries in the Customer's account or process a refund to the Authorizing Bank, as the case may be. The Merchant shall comply with such formalities and procedures and execute such further documents as RBL Bank may specify from time to time.
- c. The Merchant shall initiate any refund request by providing the requisite information to RBL Bank only through such authorised channels as may be specified and communicated by RBL Bank from time to time, and solely in the format prescribed by RBL Bank, including but not limited to the use of APIs provided by RBL Bank exclusively for the purpose of initiating refunds. Any refund request made through unauthorised channels, in an incorrect format, or otherwise not compliant with RBL Bank's instructions, shall be deemed invalid, and RBL Bank shall have no obligation to process the same.
- d. The Merchant shall be solely and fully responsible for ensuring that each refund request is accurate, valid, and initiated only once for a given Transaction. RBL Bank shall not be liable in any

manner for duplicate, erroneous, delayed, or failed refunds, whether due to technical issues, Merchant errors, or otherwise. In the event of any duplicate, erroneous, or unauthorised refund request initiated by the Merchant, the Merchant shall indemnify and hold harmless RBL Bank against all claims, losses, liabilities, costs, and expenses arising therefrom.

- e. RBL Bank reserves the right, at its sole discretion, to reject, withhold, or delay processing of any refund request that does not comply with its requirements, or where it reasonably believes that the request may be fraudulent, invalid, or unauthorised.
- f. RBL Bank shall be entitled at any time to refuse total or partial payment to the Merchant, or, if payment has been made, to debit the Merchant's Account with such amount or to seek immediate reimbursement and indemnification from the Merchant, in any of the following situations:
 - 1) The Transaction is for any reason unlawful or a fraudulent Transaction;
 - 2) The Product(s) covered by the Transaction are rejected or returned or the Transaction or part thereof, is validly cancelled or terminated by the Customer or if the Merchant fails to provide at all or to the Customer's satisfaction, Product(s) to the Customer.
 - 3) The Customer disputes the nature, quality, or quantity of the Product(s) covered by the Transaction and or the Transaction itself.
 - 4) The Customer disputes or denies the Transaction or the sale or delivery of Product(s) covered by the Transaction(s) within reasons.
 - 5) There has been a breach of these T&Cs by the Merchant;
 - 6) RBL Bank reasonably believes that the Transactions are irregular, suspicious and/or fraudulent.
 - 7) Any other event or circumstance which RBL Bank shall from time to time notify to the Merchant to have occurred at the date of the Transaction.

13. RIGHTS OF RBL BANK & LIMITATION OF LIABILITY:

- a. The Merchant agrees and confirms that neither the RBL Bank nor its Affiliate assumes any liability or responsibility to the Merchant or any other person for the consequences arising from or in connection with:
 - 1. use of the Services and/or access to any information;
 - 2. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, or information relating to the Services caused by any acts, omissions or circumstances beyond the reasonable control of RBL Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, invalidity of certifications, breach of computer systems, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and

3. or storage of any information and/or data relating to the Merchant, the Services and/or Transactions or dealings conducted by the Customer through or in any system, equipment or instrument of any communication network provider.

14. TRANSACTION DATA:

- a. The Merchant authorizes RBL Bank and all the participants/intermediaries involved in the Services and in the UPI framework to collect, store, share and use the relevant data/ information generated or pertaining to the Transaction, in such manner and to such parties as may be required for the purpose of processing the Transaction and/or for providing the Services and/or pursuant to requirement under Applicable Law.

15. INDEMNITY & RIGHT OF SET OFF:

- a. The Merchant agrees and understands that in consideration of RBL Bank providing the Services to the Merchant, the Merchant hereby agrees and undertakes to indemnify and keep RBL Bank, its directors, employees, representatives, agents, and / or Affiliates as the case may be, indemnified and saved harmless against all liabilities, claims, compensation, damages, losses and all costs, charges, and expenses (including actual attorney and law firm fees and costs) (hereinafter collectively referred to as “**Claims**”) which RBL Bank may incur, sustain, suffer or is likely to incur, sustain, or suffer arising out of, or in connection with, or in relation to :
 1. RBL Bank providing the Services to the Merchant;
 2. Incorrect/ incomplete / erroneous submission of information, documents by the Merchant to RBL Bank;
 3. Any act or commission or omission on the part of Merchant in the performance of the T&Cs.
 4. Any penalties, charges, fines, duties etc. levied on RBL Bank by any Authority;
 5. Any disputes raised by the Customer or Authorizing Bank or third party on goods or services or Transactions and/or and any litigation, suit or complaint filed for any reason whatsoever;
 6. breach of T&Cs contained herein;
 7. In respect of any Transaction initiated / authorized by the Customer;
 8. Any misrepresentation contained herein by the Merchant;
 9. Occurrence of any fraud, negligence, or misconduct on the part of Merchant, its officials, employees, agents, representatives;
 10. Arising out of or in connection with relying on and acting upon, without being required to authenticity of the sender and the source of the information, documents, communications received from the Merchant through email, without being held liable or responsible for acting upon the said information, documents, communications received from the Merchant;
 11. Non-compliance with Applicable Laws, NPCI procedural guidelines, or order of any Authority;
 12. Any claim by any beneficiary or third parties in relation to the Services;
 13. Use / disclosure of Customer’s details / information by the Merchant;
 14. On account of any Claim raised by the Merchant, Customers or third party in respect of Services or Transaction.
- b. The Merchant agrees and understands that the written demand by RBL Bank as to the loss / damages shall be final, conclusive and binding on the Merchant and the Merchant shall be liable to pay on demand, without any contestation / demur the amount of such loss /damage to RBL

Bank. All indemnities given by the Merchant to RBL Bank shall survive the termination of the Services.

- c. The Merchant agrees that RBL Bank may send information including data, statements and reports to the Merchant relating to the Services via electronic mail to an address designated by the Merchant. The Merchant recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Merchant agrees that RBL Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will RBL Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third party service provider on whose performance RBL Bank is dependent for transmitting such information or data. RBL Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, delay in delivery or any pecuniary loss.
- d. The Merchant hereby authorises RBL Bank to debit the Merchant's Account and/or exercise right of setoff for any liability incurred by RBL Bank for the Services provided by RBL Bank.
- e. The demand made by RBL Bank under this Clause shall be final and binding on the Merchant.
- f. The indemnities contained in this clause shall survive the termination of the Services or any part thereof.

16. DISCLAIMER OF WARRANTIES:

- a. The Merchant expressly agrees that use of the Services is at its sole risk and that RBL Bank:
 - 1. expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to the non-infringement in relation to the Services;
 - 2. does not warrant that the Services shall be uninterrupted, timely, secure, or error free or that any identified error will be corrected; nor does it make any warranty as to the results that may be obtained from the Services or use, accuracy or reliability of the Services; and
 - 3. shall not be liable for any computer/ cyber-crimes such as hacking and shall not be liable for any unauthorized transactions and/or any transactions carried out by using illegal and fraudulent methods.

17. FORCE MAJEURE:

The Merchant acknowledges and agrees that RBL Bank's performance of its obligations under these T&Cs shall be subject to any event beyond its reasonable control that prevents, delays, or interrupts such performance. This includes, but is not limited to, civil unrest, sabotage, lockouts, strikes or labor disturbances affecting RBL Bank's operations, disruptions in clearance or transmission systems, accidents, fires, floods, explosions, epidemics, pandemics, quarantine restrictions, lockdowns, damage to relevant facilities, lack of usual communication or transportation means, or any other cause, whether similar or dissimilar, foreseeable or unforeseeable, that is unavoidable or beyond the RBL Bank's control. RBL Bank

shall not be considered in breach or default for as long as such events or their effects continue, including a reasonable period thereafter necessary to resume normal performance of its obligations.

18. NOTICES:

The Merchant acknowledges and agrees that any notices or communications required to be given or served by a Merchant to RBL Bank in respect of the Services shall be given in writing in English, and shall be deemed to have been duly served, if sent on the below address of the RBL Bank or by email to the contacts given herein:

To RBL Bank

Address: One World Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel West, Mumbai – 400 013

Kind Attn: Head - Digital Banking

Email:

Phone: +91-22-43020816

The Merchant acknowledges and agrees that any notice or communication from RBL Bank to the Merchant shall be deemed duly delivered if sent to the Merchant's registered address or designated email address.

The Merchant acknowledges and agrees that all notices shall be deemed to have been validly given on (i) the expiry of ten (10) days after posting if sent by registered post, or (iii) the Business Day of receipt, if sent by courier, or (iv) the Business Day, if transmitted by email, within the close of business, and delivery not failed. If the transmission by email is outside business hours, then the next Business Day, if delivery not failed.

19. GOVERNING LAW AND JURISDICTION:

The Merchant acknowledges and agrees the T&Cs shall be governed by the laws of India and subject to the exclusive jurisdiction of the Court of Mumbai.

20. WAIVER:

The Merchant acknowledges and agrees that no failure or delay by RBL Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of RBL Bank hereunder are cumulative and not exclusive of any rights or remedies available in law.

21. FURTHER ASSURANCES:

The Merchant acknowledges and agrees that in connection with the Services, the Merchant agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by RBL Bank to carry out or evidence the transactions/services carried out or contemplated under the Services.

22. SEVERABILITY:

The Merchant acknowledges and agrees that if any provision of these T&Cs is held to be invalid, illegal, or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting the validity, legality, or enforceability of the remaining provisions of these T&Cs.

23. MISCELLANEOUS:

RBL Bank shall always retain the right to assign its obligations under this arrangement to any of its chosen subsidiaries, affiliates, associates. The Merchant shall not assign any of its obligations under this arrangement without a prior written consent of RBL Bank. RBL Bank and the Merchant are independent contractors and nothing in this arrangement shall make them joint ventures, partners, employees, agents or other representatives of each other. Neither RBL Bank nor the Merchant shall make any representation that suggests otherwise nor shall at any time in any manner describe itself as an agent or representative of the other. For any complaints merchants can contact nearest branches/mail at customercare@rblbank.com/call customer care no. +91 22 6115 6300 or as communicated by RBL Bank from time to time.

SCHEDULE 1

PAYMENT TO THE MERCHANT

RBL Bank shall pay to the Merchant on T+1 basis or in manner deemed fit by RBL Bank for the funds received from the Customer as per UPI mechanism in accordance with NPCI's procedural guidelines after deducting RBL Bank's charges plus applicable Taxes. Payment by RBL Bank shall be made without prejudice to any claims or rights that RBL Bank may have against the Merchant and shall not constitute any admission by RBL Bank as to the performance by the Merchant of its obligations and the amount payable to the Merchant.

RBL Bank shall be entitled to set off and deduct from any payment due to the Merchant or debit Merchant's Account:

- a. The amount of any refund due to any Customer in accordance with the refund procedure set out under Presentment of Transactions and Refunds, and
- b. Any overpayment made by RBL Bank due to computational / system errors or otherwise; and (c) Any other sums due from or payable by the Merchant to RBL Bank herein; and in doing so RBL Bank may:
 1. Debit the Merchant's Account forthwith; and / or
 2. Deduct the outstanding amount from subsequent credits to the Merchant's Account; and / or
 3. If there is no account with RBL Bank, or insufficient funds available therein, claim from the Merchant the amount credited to the account in respect of the relative transaction(s). If RBL Bank suspects, on reasonable ground and in its sole and exclusive opinion, that the Merchant has been negligent, or has committed a breach of this Agreement or act/s of dishonesty or fraud against RBL Bank or any Customer, RBL Bank, at its sole discretion, shall be entitled to suspend all payments including payment of a particular transaction under this facility to the Merchant pending enquiries by RBL Bank and resolution of the same to RBL Bank's satisfaction and the Merchant hereby agrees to the aforesaid act on the part of RBL Bank and agrees not to raise any dispute with / against RBL Bank. Upon satisfaction, even when RBL Bank subsequently decides to pay the Merchant, the Merchant shall neither claim nor be entitled to any interest payment or other form of additional compensation.

4. Rejection / Reversal of Payment: Notwithstanding anything stated elsewhere in this document, RBL Bank may reject payment / reverse and / or mark lien of the amount that is credited in Merchant's Account in respect of orders to the Merchant where: (i) Any order which the Customer refuses to pay because the product / service was not as promised or was defective or was not delivered; (ii) Dispute raised by Customer and/or authorizing bank for any reason whatsoever; The Merchant and agrees not to raise any dispute with RBL Bank and / or raise any false allegations on RBL Bank in this regard.

SCHEDULE 2

SCHEDULE OF CHARGES

RBL QR Code Issuance/VPA – NIL

UPI Merchant Charges for accepting payments through Rupay Credit Card, Credit Line, Unsecured OD are available at the link: bit.ly/4o7AKY4 or on our website www.rbl.bank.in

Any fee mentioned in specific Offer letter signed with RBL Bank.

RBL Bank reserves the right to amend the Schedule of Charges by providing intimation to the Merchant as per the Terms and Conditions of the Service.

