

Terms and Conditions

BHIM



This document prescribes the "Terms and Conditions", which shall be applicable to all transactions initiated by the User through Bharat Interface for Money application ("BHIM App" or "the App") developed by National Payments Corporation of India ("NPCI") and using Unified Payments Interface ("UPI") services as a mode for the transfer of funds. The User is advised to carefully read and understand these Terms and Conditions before using the BHIM App. By downloading using the BHIM App, the User will be deemed to have read, understood and accepted the terms and conditions, mentioned herein below and will be bound by these terms and conditions, as amended from time to time, as displayed on NPCI's website and the continued use of the BHIM App constitutes acceptance by the User of any such amendment. Usage of UPI services via BHIM App by the User shall be further subject to UPI guidelines issued by NPCI from time to time.

DEFINITIONS:

- 1.1. "Aadhaar"** means the Unique Identity Number (UID) issued by Unique Identification Authority of India (UIDAI), a statutory body constituted by government of India under Aadhaar Act 2016;
- 1.2. "Amount"** means the payment amount in question which is required to be transferred from the Payer to the Receiver via the Master Merchant or Merchant as a part of the UPI Transaction.
- 1.3. "Authorization/Authorized Transactions"** means the process by which Issuing Bank approves a Transaction.
- 1.4. "Beneficiary Bank"** means the account holding Bank of the receiver where the payment instruction through UPI services for crediting the account is received from the Payer to be executed either in real time basis or periodically with a settlement process.
- 1.5. "Chargeback"** means approved and settled UPI transactions which are at any time refused, debited or charged back to Master Merchant's account by the Issuer, Acquiring Bank or NPCI for any reason whatsoever including penalties and other charges incidental thereto.
- 1.6. "Commission"** means the commission, fees, charges or levies payable to Bank, for facilitating a Transaction.
- 1.7. "Master Merchant Account"** means Bank account of the Master Merchant for collecting Fees, charges and other levies. In case the Master Merchant intends to use this Master Merchant Account to settle UPI transactions, for which the Master Merchant is the Receiver, then the Master Merchant Account shall also be used for settlement of transactions using UPI Services.
- 1.8. "Merchant"** means a merchant established under the law and has an agreement with Master Merchant to accept payment through UPI Services for the sale of products or services to its Users.
- 1.9. "Merchant Account"** means Bank account of the Merchant for collecting Fees, charges and other levies. In case the Merchant intends to use this Merchant Account to settle UPI transactions, for which the Merchant is the Receiver, then the Merchant Account shall also be used for settlement of transactions using UPI Services.
- 1.10. "NPCI"** means National Payments Corporation of India, a company incorporated in India under Section 25 of the Companies Act, 1956 (now Section 8 of Companies Act 2013) NPCI acts as the settlement, clearing house, regulating agency for UPI services with the core objective of consolidating and integrating the multiple payment systems with varying service levels into nation-wide uniform and standard business process for all retail payment systems.
- 1.11. "Payer"** means any person holding a banking account and who desires to pay money to the Receiver for purchase of goods or services online using the UPI Services, being offered by the Master Merchant or the Merchant on its website or mobile application thereto.
- 1.12. "Payment Service Provider" or "PSP"** means entities which are allowed to issue virtual addresses to the Users and provide payment (credit/debit) services to individuals or entities and regulated by the Reserve Bank of India, in accordance with the Payments and Settlement Systems Act, 2007.
- 1.13. "Premises"** means the place of business of the Master Merchant or Merchant.
- 1.14. "Receiver"** means any person or the Merchant holding a banking account, who are desirous to receive payments from the Payer using UPI Services. In case the Payer is User of the Merchant and is paying money to the Merchant for purchase or utilization of goods and services from the Merchant, the Merchant shall be the Receiver.
- 1.15. "Remitter Bank"** means the account holding bank of the Payer where the Debit of the UPI instruction is received from the Payer for execution on real time basis.
- 1.16. "Service Providers"** means banks, financial institutions and software providers who are in the business of providing information technology services, including but not limited to, internet based electronic commerce, internet payment gateway and electronic software distribution services and who have an arrangement with bank or with NPCI to enable use of UPI Software developed by them to route UPI Transactions.
- 1.17. "Transaction"** means every payment instruction that results in a debit (excluding Non-Financial transactions) to the Payer's Account and a corresponding credit to the Receiver's Account.
- 1.18. "Non-Financial Transactions"** means any transactions which is initiated on the app but does not result in debiting/crediting of User accounts.
- 1.19. "UPI Pin"** means authentication credentials, password, etc., as provided by User Account holding Bank ("Issuer Bank"), which shall be required by the User for completion of the transfer of funds through UPI;
- 1.20. "UPI Services"** means Unified Payment Interface, a multi-platform operable payment network solution which is being provided by NPCI for the purpose of interbank fund transfer of funds i.e., pay someone (push) or collect from someone (pull) transaction, pursuant to the rules, regulations and guidelines issued by NPCI, Reserve Bank of India and the Bank, from time to time;
- 1.21. "User"** collectively refer to Payer(s) and Receiver(s) using UPI services on Master Merchant Platform for initiating and executing UPI transactions.
- 1.22. "Virtual Payment Address"** means a unique Payment Identifier issued by a PSP to a Payer or a Receiver that, among other things, can be used to identify the debit or credit to a bank account.

2. Applicability of terms:

2.1. These terms and conditions are applicable to the existing and eligible customers of the member Banks of NPCI offering the UPI Services of NPCI.

2.2. These Terms shall be in addition to and not in derogation of the Guidelines applicable to UPI Services of NPCI.

2.3. It is agreed by the User that the obligations provided in these terms and conditions, shall be binding on the User with regard to every any transaction done initiated by the User via BHIM App.

2.4. The User understands and agrees that nothing herein or otherwise with respect to the usage of BHIM App or the availing of the UPI Services via BHIM App shall be construed as creating any contractual or other rights against NPCI.

3. Scope of the UPI Services / BHIM App:

3.1. UPI Services offers an instant, twenty four hours i.e. 24X7, interbank electronic fund transfer and/or fund collection service to the Users of UPI member banks. The Services allows Users to request for fund transfers or funds collection or respond to funds collection for any of their linked bank Accounts through mobile banking channels in a secure manner using BHIM App.

3.2. To access the UPI Services, Users are required to download on their mobile, the BHIM App which is the mobile application for facilitating payments.

3.2 The BHIM App may only be used by account holders or customers of those Banks offering UPI Services of NPCI. Authorization to the User to use the BHIM App is subject to the fulfilment of all the terms and conditions laid down by the User's Account Holding Bank for mobile banking Services, including the submission of the necessary documents and information required by the Bank from time to time. At all times, User shall be liable for any transaction done through made via BHIM App and shall indemnify NPCI for all loss/damage caused by any unauthorized use of BHIM App. Transfer of funds via BHIM App is subject to the restrictions like maximum amount or maximum daily or periodic limits that may be imposed by the BHIM App or the Remitting bank from time to time, at its sole discretion.

3.3 To use BHIM app, the User must complete the registration formalities, in such form, manner and substance as may be prescribed by NPCI, and NPCI shall be entitled, at its sole discretion, to accept or reject such applications.

3.4. User will have an option to set up a Virtual Payment Address ("VPA") and start transaction via BHIM App. User has the option to link other bank accounts through a registration process defined and standardized by NPCI and conduct transactions via BHIM App.

3.5 NPCI reserves the right to modify the scope of the BHIM App at any time.

Disclaimer of Warranty

3.6 The BHIM App is provided on an "as is" basis with no representation, guarantee or warranty of any kind, either express or implied, as to its functionality. Downloading or using the App does not automatically entitle the User to receive any documentation, telephonic / technical support or version updates to the App from NPCI. No warranty is provided that the App will be free from defects or virus or that operation of the App will be uninterrupted. Use of the App by the User is at the User's own discretion and risk and the User is solely responsible for any damage resulting from the use of the App.

4. User Obligations

4.1. The User authorizes NPCI to act as a PSP and debit Account(s) as per instructions received by way of Payment Orders. The User understands that although multiple bank accounts can be linked with the UPI Services, debit/credit transactions can be done from the default account only. User may change the default account before initiating such debit/credit transactions.

4.2. User agrees to assume and take over all consequences and risk of performing UPI transactions through BHIM App and shall be solely responsible for any liability incurred by Issuer Bank in execution of any instruction issued via BHIM App. The User understands and agrees that once a fund collection/sending request is accepted under UPI Services, the default account will automatically be credited/debited with such amounts as may be mentioned in the fund collection/sending request. The User understands and agrees that such amounts once credited/debited to default account cannot be reversed by the User.

4.3. The Payer shall provide correct Receiver details at the time of initiating transaction using BHIM App Services. The Payer shall be solely responsible for entering wrong Receiver details like incorrect Virtual Payment Address, incorrect Aadhaar number or incorrect mobile number, etc. due to which the fund may be transferred to an incorrect beneficiary.

4.4. The Payer shall not hold NPCI responsible for any damage, claim, and issue arising out or in connection with any purchase of goods/Services from Merchant(s) through Payment Orders initiated via BHIM App. Payer understands and agrees that all such claims, losses, damages, liabilities and issues shall constitute a claim only against such Merchant(s) and not against NPCI.

4.5. User agrees and accepts that the UPI Services is provided by NPCI in line with the RBI's guidelines on mobile banking which are subject to change from time to time.

4.6. User shall inform his/her account holding Bank immediately of any inquiry, question or issue raised by any authority including but not limited to any statutory authority. User shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by NPCI in case it relates to the functions of NPCI.

4.7. The User shall be solely liable for ensuring availability of sufficient funds in the Account(s) at all times for the purpose of availing the Services. The User agrees that in the event there are insufficient funds in the Account, NPCI shall decline the transaction instruction and User may be liable for prosecution under the provisions Payment and Settlement Systems Act, 2007 read with Negotiable Instruments Act, 1881.

5. Payment Instructions

5.1. The Payer is solely responsible for the accuracy and authenticity of the payment instructions issued via BHIM App. Once a payment instruction is issued, the same cannot be subsequently revoked by the Payer. NPCI accepts no liability for any consequences arising from erroneous information provided by Payer in payment instructions.

5.2. NPCI states that it has no liability or obligation to keep a record of the instructions to provide information to the User or for verifying the instructions. All instructions, requests, directives, orders, directions, carried out by the User via BHIM App, are based upon the User's decisions and are the sole responsibility of the User.

6. Disclaimer of Liability

6.1. NPCI does not hold out any warranty and makes no representation about the quality of the UPI Services or BHIM application. The User agrees and acknowledges that NPCI shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the User, information provided or disclosed by Issuer Bank regarding User's Account(s) or any loss of any character or nature whatsoever and whether sustained by the User or by any other person. While NPCI shall endeavour to promptly execute and process the transactions as instructed to be made by the User, NPCI shall not be responsible for any interruptions, non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law.

6.2. NPCI shall not be liable for any loss, claim or damage suffered by the User and/or any other third party arising out of or resulting from failure of any transaction initiated via BHIM App on account of time out transaction i.e. where no response is received from NPCI or the beneficiary bank to the transaction request. NPCI or the beneficiary Bank shall also not be liable for any loss, damage and/or claim arising out of or resulting from wrong beneficiary details, mobile number and/or account details being provided by the User.

6.3. NPCI shall not be responsible for any electronic or mechanical defect, data failure or corruption, viruses and bugs or related problems that may be attributable to User telecommunication equipment and/or the Services provided by any Service Provider. For the protection of both the parties, and as a tool to correct misunderstandings, the User understands, agrees and authorises NPCI, at its discretion, and without further prior notice to the User, to monitor and record any or all telephone conversations or electronic communications between the User and NPCI.

6.4. NPCI 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 non-infringement in the UPI Facility.

6.5. The rights granted to a User are "limited, non-exclusive, non-transferable, non-sub licensable". User should not (i) indulge into any "modification, adaptation, improvement, enhancement, translation or derivative work" of the BHIM App (ii) "decompile, reverse engineer, copy, disassemble, and attempt to derive the source code of, or decrypt the Application." (iii) Remove or alter any propriety notices, legends, symbols or labels in the App, including, but not limited to any trademark, logo or copyright (iv) User agrees that all ownership of the App including all relevant intellectual property rights shall remain with NPCI. Any breach of these stated terms shall entitle NPCI to seek appropriate legal actions against the User as it shall deem fit and appropriate, including and not restricting the right to disable the Application.

6.6. NPCI reserves the right to change/modify the terms and conditions at any time without prior notice, In the event that any changes are made, the revised terms and conditions shall be updated on this Application and on NPCI website. User agrees to abide by the most recent version of this Terms each time the User uses BHIM App.

6.7. NPCI has absolute right to grant access to the User to use the Application and user agrees and consents that the user shall not engage in any activity that shall interfere with or disrupts the Application. In the event of any misuse of the Application by user; NPCI shall have sole and absolute discretion to take suitable action against the user, including and not restricting NPCI's right to seek appropriate legal remedies at the users cost and expenses. Further, nothing herein shall restrict NPCI's right to delete / block / blacklist / prohibit creation of such VPA's which in NPCI's sole and absolute discretion are misleading and/or likely to create confusion.

7. Indemnity

The User agrees, at its own expense, to indemnify, defend and hold harmless NPCI, in connection with the use of the UPI Services with reference to

- (i) a violation of the Terms by the User;
- (ii) any deletions, additions, insertions or alterations to, or any unauthorized use of, the UPI Services by the User;
- (iii) any misrepresentation or breach of representation or warranty made by the User contained herein;
- (iv) any breach of any covenant or obligation to be performed by the User hereunder;
- (v) The User agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, and action or proceeding attributable to any such claim.
- (vi) This obligation shall survive termination of these terms for any reason.

8. Termination

8.1. UPI Services will automatically terminate if the User's account linked to the App is closed or the Account holding Bank withdraws or terminates the UPI Services anytime for the User's account either entirely or with reference to a specific UPI Services.

8.2. Notwithstanding anything herein to the contrary, NPCI reserves the absolute discretion to suspend or terminate the UPI Services and/or right of access to BHIM App for any reason and at any time with notifying the User.

8.3. Any termination by NPCI under these terms and conditions will not affect any of the obligations of the User under this Agreement which have arisen before the effective date of such termination.

8.4 Upon termination for any reason, all rights granted by NPCI with respect to the App shall immediately cease and the User agrees to delete the App from any device on which the App has been installed including all components of the App in the possession or control of the User.

9. General Conditions

9.1. The laws of India shall govern these terms and conditions and the usage of UPI Services /BHIM App by the User and any legal action or proceeding pertaining to UPI Services /BHIM App or arising out of these terms and conditions shall be brought in the competent courts, tribunals or any other appropriate forum in Mumbai, India. NPCI accepts no liability whatsoever, direct or indirect for non-compliance with the Laws of any country other than that of India.

9.2. NPCI may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.

9.3. The headings in the clauses of these Terms and Conditions are only for convenience and do not affect the meaning of the relative clause.

9.4. User hereby agrees and consents that he/she shall not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to NPCI.

9.5. NPCI reserves the right to disclose any information as necessary to satisfy any law, regulation or governmental request.