

Unified Payments Interface (UPI) Terms and Conditions

Before usage of the “Unified Payments Interface”, all Customer(s) are advised to carefully read and understand these Terms and Conditions which shall be applicable to all transactions initiated by the Customer using Unified Payments Interface (UPI) through Allahabad Bank. Usage of the Unified Payment Interface by the Customer(s) shall be construed as deemed acceptance of these Terms and Conditions, defined below:

1. DEFINITIONS

1.1 “THE BANK” refers to ALLAHABAD BANK, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Registered Office at 2, Netaji Subhas Road, Kolkata - 700001 (hereinafter referred to as “THE BANK” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignee).

1.2 “NPCI” shall mean National Payments Corporation of India, a company incorporated in India under Section 25 of the Companies Act, 1956 and having its registered office at 1001A, B wing 10th Floor, The Capital, Plot 70, Block G, Bandra- Kurla Complex, Bandra (East), Mumbai - 400 051, and acting as the settlement, clearing house, regulating agency for UPI services with the core objective of consolidating and integrating the multiple payment systems with varying service levels into nation-wide uniform and standard business process for all retail payment systems;

1.3 “UPI Services” shall mean Unified Payments Interface, a multi-platform operable payment network solution which is being provided by NPCI for the purpose of inter-bank transfer of funds i.e., pay someone (push) or collect from someone (pull) pursuant to the rules, regulations and guidelines issued by NPCI, Reserve Bank of India and the Bank, from time to time;

1.4 “Payment Service Provider or PSP” shall mean 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.

1.5 “PSP App” or “UPI Application” shall mean the Allahabad Bank’s Unified Payments Interface Application downloaded by the user to his/her mobile phone from authorized sources.

1.6 "User" shall mean an individual / entity who is a holder of a Bank account who has downloaded Bank's PSP App, wishes to register with Bank's App by accepting the terms and conditions and avails the UPI Facility.

1.7 "Virtual Payment address(VPA)" – is a payment identifier for sending/collecting money. VPA identifies Account No. & IFSC at Bank end. This enables the user to complete a transaction without having to enter the account credentials of the beneficiary.

1.8 "Account" shall mean Savings and/or Current/Overdraft account held in individual capacity at present at the bank which has been enabled for UPI. The term "Accounts" also including Prepaid Instrument accounts i.e. wallet accounts.

1.9 "Mobile Number" Shall mean the specific Mobile Phone Number registered by the user with Bank(s) and that has been used by the User to register for the UPI Facility.

1.10 "UPI PIN" or "MPIN" Shall mean the Mobile Personal Identification Number created by the user for authenticating transactions under UPI.

1.11 "Registration" shall mean downloading Bank's PSP App, providing personal details provided that /his/her Mobile Phone is found in order to technologically support the PSP App and the relevant particulars are registered with the Bank.

1.12 "AADHAR Number" Shall mean the Unique identity number issued by Unique Identification Authority of India (UIDAI).

1.13 "Authentication Credentials" shall mean password, biometrics, PIN etc., as created by the user or provided by the Bank from time to time, for login or transaction authentication through UPI;

1.14 "Beneficiary Bank" shall mean the Bank holding a bank account where the credit of the UPI instruction is executed on real time basis.

1.15 "Remitter Bank" shall mean a bank holding a bank account of the Payer (remitter) where the Debit of the UPI instruction is executed on real time basis.

1.16 "Merchant" shall mean a merchant established under the prevalent law and has an agreement with Master Merchant to accept payment through UPI Services towards the sale of products or services to its customers.

1.17 "Authorization/Authorized Transactions" means the process by which Bank approves a Transaction as stipulated by competent authorities/ 3rd parties, from time to time.

1.18 "Chargeback" shall mean approved and settled UPI transactions which are at any time refused, debited or charged back to Merchant's account by the Issuer, Acquiring Bank or NPCI for any reason whatsoever, together with Bank fees, penalties and other charges incidental thereto.

1.19 "Payer" shall mean any person holding a banking account and who desires to send money to any one or pay money for purchase of goods or services online using the UPI Services, being offered by the Merchant on its website or mobile application thereto.

1.20 "Receiver" shall mean any person or the Merchant holding a banking account, who are desirous to receive or collect payments from the Payer over the internet using the UPI Services. In case the Payer is customer of the Merchant and is paying money to the Merchant for purchase or utilization of goods and services from the Merchant, the Merchant shall be the Receiver.

1.21 "Customers" shall be used to collectively refer to Payer(s) and Receiver(s) using UPI services on PSP App or any channel of the Bank or Merchant Platform for initiating and executing UPI transactions.

1.22 "Amount" shall mean the amount in question which is required to be transferred from the Payer to the Receiver as a part of the UPI Transaction.

1.23 "Merchant Account" shall mean Bank account of the Merchant maintained with Bank for collecting Fees, charges and other levies. In case the Merchant intends to use this Merchant Account to settle UPI transactions, for which the Merchant is the Receiver, then the Merchant Account shall also be used for

settlement of transactions using UPI Services.

1.24 "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.

1.25 "Commission" means the commission, fees, charges or levies payable to Bank , for facilitating a Transaction.

1.26 "Transaction" shall mean every payment instruction that results in a debit to the Payer's Account and a corresponding credit to the Receiver's Account.

1.27 "Merchant Platform" shall mean the website/mobile with the domain name or Application name and which is established by the Merchant Platform for the purposes of enabling Payers and Receivers to carry out Transactions.

2. Applicability of Terms and Conditions:

By using UPI Facility, the user thereby agrees to these Terms and Conditions. UPI facility shall be governed by such terms and conditions and as amended by Bank from time to time. These terms and conditions shall be in addition to and not in derogation of the Terms and Conditions relating to any account of the User and / or the respective product or the service provided by Bank unless otherwise specifically stated.

3. General Business Rules Governing Unified Payment Interface (UPI) Facility

3.1 The UPI facility will be available to users having satisfactorily running Savings/ Current/Overdraft Account (at individual capacity) with the Bank.

3.2 UPI Facility shall be available to users who have registered for the facility as per the discretion of Banks, NPCI and RBI.

3.3 The per transaction upper ceiling will be Rs.25000/- and daily upper ceiling customer shall be Rs.1,00,000/- for funds transfer within India. These ceilings may be changed as and when required.

3.4 Entering the wrong login PIN thrice will block the application & user may unblock the same as per the procedure laid down.

3.5 Entering the wrong UPI PIN/MPIN 3 times will block the UPI facility. The customer should set UPI PIN/MPIN using debit card as per procedure laid down.

3.7 Bank reserves the right to decide the type of services, which category of user shall be offered on each account type and may differ from category to category

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3.8 Bank may also make additions /deletions to the services offered through PSP App/UIP Application at its sole discretion.

3.9 Once a Virtual address is deleted or UPI service is deregistered by the user, the user will not be allowed to create the same virtual address for the next 2 years from the date of such deletion.

3.10 There will be no obligation on Bank to support all the versions of existing or new versions of Mobile Phone operating Systems. Bank can withdraw support to existing version of operating system without prior notice to users.

3.11 The User agrees that he/she shall use only his/her Mobile Phone to access the PSP App/UIP application offered by Bank. The access of UPI Services is restricted on the specific Mobile Phone Number only as registered with the Bank(s) for UPI service.

3.12 The Bank does not accept any liability arising out of the improper/incorrect information supplied to Bank by the user for accessing UPI services.

3.13 The user agrees to use single mobile phone for accessing the services under UPI. Change of mobile phone or number shall be through re-registering for UPI services.

3.14 Resolution of any dispute shall be as per the guidelines issued by Bank or NPCI from time to time.

4. Usage of Facility:

By registering for the UPI facility, the User:

4.1 Agrees to use UPI facility for financial and non-financial transactions offered by Bank from time to time and irrevocably authorizes the respective Bank to debit the Bank Accounts which have been registered for UPI Facility for all transactions/services undertaken.

4.2 Authorizes Bank to map the account number and mobile number with VPA for the smooth operation of the facility offered by Bank and to preserve the mapping record in its own server or server of any other third party and to use such data at its discretion for providing/enhancing further banking/technology products that it may offer.

4.3 Agrees that Bank will enable him/her to transact using Login PIN, UPI PIN/MPIN or biometric authentication and the transaction will be deemed as bonafide transaction. Transactions originated UPI are non retractable as these are on instantaneous/real time basis.

4.6 Agrees that Bank is authenticating the User by using Login PIN, Mobile Number, Mobile Phone, UPI PIN/MPIN and/or other advanced authentication mechanism such as Finger print authentication etc introduced in future which is acceptable and binding to the user.

4.7 Is solely responsible for maintenance of the secrecy & confidentiality of the Login PIN and UPI PIN/MPIN and unauthorized usage of his/her mobile phone, without any liability to Bank.

4.7 Confirms that notwithstanding anything mentioned herein, in no event shall Bank be liable to the user or any other third party affected by the Transaction for loss of profits or revenues, indirect,

consequential or similar damages arising out of or in connection with the Transaction, materials, information technology services or assistance provided under this Terms & Conditions.

4.8 The User undertakes to execute such other documents and writings in addition to the instructions for activating, initiating or making transfer of funds via UPI facility, in a form and manner as required by Bank, from time to time.

4.9 The User understands that the transaction may be rejected or cancelled in case the instructions and/or any Authentication Credentials or any details, documents or information provided by the User are false or not in accordance with the conditions stipulated by Bank or the Reserve Bank of India or the Beneficiary bank or the remitter Bank.

4.10 The User also understands that the transaction may also be cancelled/rejected due to any of the reasons like "the designated account of beneficiary not being maintained by the Beneficiary bank" or an attachment order having been passed on the designated Beneficiary account by a competent authority/Court/Tribunal/Regulator or details pertaining to the Beneficiary/Beneficiary account details recorded with the Beneficiary bank does not match or any other reasons.

4.11 The User ensures and confirms that upon Bank will be entitled to charge any fee or charge for UPI facility, as specified by Bank/NPCI, from time to time.

4.12 Confirms that Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of 3rd parties or any other circumstances outside the control of Bank.

4.13 The User understands that the provision of UPI is subject to Indian laws and the guidelines and regulations issued from time to time by the Bank, NPCI or Reserve Bank of India in this behalf.

4.14 The User agrees and confirms that Bank reserves the rights to call for logs, proofs/evidence, User details or documents at any time on account of audit, compliance, regulatory or legal requirements if necessary.

4.15 The User agrees and confirms that the Minimum and Maximum amount Stipulated for UPI may be stipulated by Bank in accordance with the Guidelines set By NPCI or RBI, from time to time. However, at present the maximum stipulated limit is mentioned in point No. 3.3 above.

4.16 In a collect request transaction (PULL transaction), the User/merchant agrees and understands that it is subject to the approval and expiry period defined by the User/merchant at the time of making such requests to the remitter.

4.17 Agrees that dispute resolution shall be as per the guidelines issued by bank or NPCI from time to time.

5. Liability of the User

5.1. The user shall be responsible for each transaction initiated under his/her registered PSP App/UPI Application. The user shall be liable for the losses arising out of any unauthorized transactions occurring through his/her accounts.

5.2. The user has to immediately bring in to the notice of Bank in case he/she suspects that his / her Mobile number is / has been allotted to another person, or blocked and/or notices unauthorized transactions in his / her accounts; user has to make sure that the facility is deregistered for his / her mobile no.

5.3. The user agrees that the access to Bank's PSP App/UPI Application through his/her Mobile Phone and any transaction, which originates from the same, whether initiated by him/her or not, shall be deemed to have originated from the respective user.

5.4. The user understands that in the event of loss/malfunctioning of his/her Mobile Phone / SIM Card or it falling in the wrong hands or occurrence of any such similar events, it can be misused. The user indemnifies Bank for any such misuse arising out of the same and similar occurrences. The user shall not hold Bank responsible for any loss that the user may suffer in these circumstances.

6. Liability of Bank

6.1 Bank shall, in no circumstances, be held liable to the user, if access is not available in the desired manner for reasons including but not limited to natural calamities, floods, fire and other natural disasters, legal restraints.

6.2 Bank shall, in no circumstances, be held liable to the user, if there are faults, imperfection or deficiency in the telecommunication network or any other reason beyond the control of Bank.

6.3 Bank does not hold out any warranty and makes no representation about the quality of the UPI Facility. Under no circumstances shall Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business, wrong beneficiary credentials, wrong credits or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. Bank 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.

6.4 Bank shall, in no circumstances, be held liable to the user for other Bank services.

7. Termination of UPI Service

The user understands and agrees that he/she will remain responsible for any transactions made on UPI through Bank's PSP App/UPI application until the termination of the Service. The user shall be liable for all the transactions occurred prior to the termination of service. Similarly Bank may suspend or terminate UPI Services without prior notice if the user has breached the Terms and Conditions or if Bank notices some errors / omissions / fraudulent transactions related to the user's accounts or User.

The facility may be suspended due to maintenance or repair work or any breakdown in the Network/Hardware/ Software for UPI Facility, any emergency or for security reasons without prior notice and bank shall not be responsible for any losses/damages to the Users.

8. Miscellaneous

8.1 The User shall be solely responsible for any error made while using the facility unless contrary is proved.

8.2 The user shall keep the Login PIN and UPI PIN/MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the security of the facility. User acknowledges that the Login PIN and UPI/MPIN are known to the user only.

8.3 It will be the responsibility of the User to notify his/her Bank immediately if he/ she suspect the misuse of the Login PIN or UPI PIN/MPIN. He will also immediately initiate the necessary steps to change his Login PIN and UPI PIN/MPIN.

8.4 The user shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and Bank does not accept/ acknowledge any responsibility in this regard.

8.5 The Bank reserves the right to add/remove the facilities offered to the User at its sole discretion.

8.6 The instructions of the User shall be effected only after authentication under his/her UPI PIN/MPIN/Password or through the biometric authentication.

8.7 The User understands that the Bank shall not process the transactional request sent by the User in case of any discrepancy in AADHAAR Number/Virtual Payment Address and same will not be executed.

8.8 Bank shall not be responsible for the delay/ failure in carrying out the transactions due to any reasons whatsoever including failure of operational system or any other unforeseeable reasons which is beyond the control of the Bank.

8.9 The User expressly authorizes Bank to access his/her account Information required for offering the services under the facility and also to share the information regarding his/her accounts with NPCI/any other third party as may be required to provide the services under the Facility.

8.10 The transactional details, including the transaction time will be recorded and retained by Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions. Bank may store such transactional details for a period which may deem fit for the Bank.

8.11 The User hereby authorizes Bank or its agents to send notifications, promotional materials including the products of the Bank, greetings etc.

8.12 The Bank shall make all reasonable efforts to ensure the User information to be kept confidential however it shall not be responsible for any inadvertent divulgence or leakage of confidential User information for reasons beyond its control or by action of any third party.

8.13 The User expressly authorizes the Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/her UPI PIN/MPIN, Password and/or biometric authentication. In the case the case of funds transfer facilities the User shall be deemed to have expressly authorized the Bank to make the payment when a request is received from his/ her mobile phone.

8.14 The Bank shall not be responsible for any additional charges/fees levied by the Telecom service provider during the course of availing the UPI Facility.

9. Responsibilities and Obligations of the User

9.1 The User shall be responsible for all transactions, including fraudulent/erroneous transactions using the UPI facility through the use of his/her mobile phone, UPI PIN/MPIN, password/biometric authentication regardless of whether such transactions are in fact entered into or authorized by him/ her. The User shall be solely responsible for the loss/damage, if any suffered.

9.2 The User shall use the UPI facility only by following the security credential in accordance with the prescribed norms as laid down by Bank from time to time.

9.3 The User shall keep the security keys confidential and shall not divulge/tamper the same and Bank shall not be liable for such instances in any manner.

9.4 The User accepts that any valid transaction originating/receiving from/by the registered mobile phone number shall be assumed to have been initiated/accepted by the User and any transaction authorized by the MPIN/password/biometric authentication is duly and legally authorized by the User.

9.5 The User shall be liable for any loss on breach of the Terms and Conditions contained herein or contributed or caused loss by negligent actions.

10. Disclaimer

Bank, when acting in good faith, shall be absolved of all or any liability in case

10.1 The Bank is unable to receive or execute any of the requests from the User or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of the Bank.

10.2 There is any kind of loss, direct or indirect, incurred by the User or any other person due to any failure or lapse in the facility which are beyond the control of the Bank.

10.3 There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include technology failure, network failure, mechanical breakdown, power disruption, force majeure, etc.

10.4 The Bank, its employees, agent or contractors, NPCI shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or good will, whether foreseeable or not, suffered by the User or any other person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information to and from the mobile phone of the User and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the mobile phone of the User, the Bank's/NPCI's system.

11. Indemnity

In consideration of Bank providing these facilities, the User agrees to indemnify and hold the Bank, its directors & employees, representatives, agents & its affiliates harmless against all actions, suits, claims, demands proceedings, loss, damages, costs (including attorney fees), charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the User pursuant hereto. The User shall indemnify the Bank, its directors & employees, representatives, agents & its affiliates for unauthorized access by any third party to any information/instructions/triggers given/received by the User or breach of confidentiality.

12. Governing Law & Jurisdiction

The laws of India shall govern these terms and conditions and/or the operations in the Account(s) maintained with Bank. Any legal action or proceedings arising out of these Terms shall be brought under the exclusive jurisdiction of the courts or tribunals/forums located in Kolkata, India only.

The User understands that Bank may amend the above terms and conditions at any time without any notice or assigning any reason whatsoever and such amended Terms and Conditions will thereupon apply to and be binding on the User and same will be published in our website i.e.,

<https://www.allahabadbank.in>

Any change in the business rules of any of the processes will be notified on Bank's website <https://www.allahabadbank.in> which will be construed as sufficient notice to the customer