

**Terms and Conditions**  
**Unified Payment Interface (UPI) - BHIM Baroda Pay ----Customer/User----**

**BANK of Baroda** is at the forefront of adoption of the next-generation payments system Unified Payments Interface (UPI), a simplified and robust payments system being operated by National Payments Corporation of India (NPCI). Leveraging capabilities of the UPI platform like Phone-linked payments, any-bank account debit and 1-click 2 factor authentication – to deliver a superior user experience to customers. . We aim to be have the widest range of offerings in the digital payments space by covering multiple use cases either directly via our own branded offering or via strategic partnerships with industry leaders, startup forums, startups etc. to emerge as a thought and business leader in the Indian payments space leveraging the capabilities provided by UPI and move towards the era of a ‘less-cash’ India.

This document lays out the “Terms and Conditions”, which shall be applicable to all transactions initiated by the Customer/User vide the Unified Payment Interface, as defined herein below, through Bank of Baroda Limited, for the purpose of transfer of funds.

Before usage of the “Unified Payment Interface”, all Customer/User(s) are advised to carefully read and understand these Terms and Conditions. Usage of the Unified Payment Interface by the Customer/User(s) shall be construed as deemed acceptance of these Terms and Conditions, mentioned herein below.

**Definitions:** The following words and expressions shall have the corresponding meanings wherever appropriate.

- **‘BHIM Baroda Pay’** shall mean Unified Payment Interface (UPI) application.
- **‘Application’** shall mean the Bank’s Unified Payment Interface Application downloaded in the mobile phone by the Customer/User.
- **‘Account’**, shall mean any account at the Bank which has been registered for use via BHIM Baroda Pay.
- **‘Customer/User’** a person above the age of 15 years who hold an account in any Bank including Bank of Baroda.
- **‘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.
- **“Authentication Credentials”** shall mean password, biometrics, PIN etc., as provided by Bank of Baroda or 3rd party provider like UIDAI, from time to time, which shall be required by the Customer/User for completion of the transfer of funds through UPI
- **‘UPI PIN/MPIN’** shall mean the Personal Identification Number (password of 4 digits) for doing transactions using UPI application facility. UPI PIN/MPIN will be same for M-Connect and BHIM Baroda Pay for debiting bank of Baroda accounts, however for debiting other bank account user have to use UPI PIN/MPIN of their respective bank mobile banking facility . If user change UPI PIN/MPIN through any mode i.e M-connect/BHIM Baroda Pay same will be affected vice versa to both application to all linked accounts.
- **‘Login PIN’** shall mean the password (6 Digits) for opening the BHIM Baroda Pay facility in the mobile phone.
- **“UPI Services”** shall mean Unified Payment Interface, a multi-platform operable payment network solution which is being provided by NPCI for the purpose of inter-bank fund 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;

- **‘Facility’** shall mean UPI Mobile Banking facility provided to the Customers/Users
- **‘Mobile Phone number’** shall mean the mobile number that has been given by the Customer/User to register for the facility which is compulsorily registered for mobile banking with their respective Bank.
- **‘WAP’** shall mean Wireless Application Protocol.
- **‘Base Branch’** shall mean the branch where the customer has his primary account
- **“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;
- **“UIDAI”** shall mean the Unique Identification Authority of India, is a government agency based in New Delhi that serves as the issuing authority for Aadhaar unique identification numbers (UIDs) and cards;
- **"Beneficiary Bank"** shall mean the Bank holding a bank account of the Receiver where the credit of the UPI instruction is received from the Payer to be executed either in real time basis or periodically with a settlement process.
- **"Remitter Bank"** shall mean a bank holding a bank account of the Payer where the Debit of the UPI instruction is received from the Payer to be executed on real time basis.
- **“Authorization/Authorized Transactions”** means the process by which Bank of Baroda approves a Transaction as stipulated by competent authorities/ 3rd parties, from time to time.
- **“Payer”** shall mean 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.
- **“Receiver”** shall mean any person or the Merchant holding a banking account, who are desirous to receive 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.
- **“Amount”** shall mean 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.
- **“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.
- **“Virtual 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, debit or credit a bank account.

### **Applicability of Terms and Conditions:**

By using BHIM Baroda Pay, the Customer/User thereby agrees to these Terms and Conditions, which form the contract between the Customer/User and Bank. BHIM Baroda Pay of the Bank shall be governed by such terms and conditions as amended by the Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer/User and/or the respective product or the service provided by the Bank unless otherwise specifically stated.

- ❖ The Customer/User is aware, understand and agree to the following features in relation to UPI:

- ✓ Use personal mobile as the primary device for all transfer of funds including person to person, person to entity, and entity to person.
  - ✓ Use Aadhaar number, mobile number, card number, and account number in a unified way.
  - ✓ Make payments only by providing an address with others without having ever provide account details or credentials on 3rd party applications or websites.
  - ✓ Send collecting requests to others (person to person or entity to person) with "pay by" date to allow payment requests to be "snoozed" and paid later before expiry date without having to block the money in the account until Customer/User is ready to pay; (v) to pre-authorize multiple recurring payments similar to ECS with a one-time secure authentication and rule based access.
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- ❖ All transactions shall be confirmed by a 1-click 2-factor authentication on personal phone of the Customer/User, without having any acquiring devices or having any physical tokens.
  - ❖ The Customer/User undertakes to execute such other documents and writings in addition to the instructions for activating, initiating or making transfer of funds via UPI (BHIM Baroda Pay) facility, in a form and manner as required by Bank of Baroda, from time to time.
  - ❖ All instructions given by the Customer/User shall be irrevocable in nature. Bank of Baroda shall be bound to act upon all instructions given by the Customer/User for transfer of funds using UPI (BHIM Baroda Pay) upon confirmation of the Authentication Credentials, as stipulated by Bank of Baroda, from time to time, for the purpose of giving effect to any inward or outward transfer of funds initiated by the Customer/User. However, Bank of Baroda may, in its sole and absolute discretion and without requirement of any notice or reason whatsoever, revoke or cancel any instructions issued by the Customer/User and such decision of Bank of Baroda shall be final, binding and conclusive on the Customer/User.
  - ❖ The Customer/User understands that the transaction(s) shall be acted upon by Bank of Baroda through UPI, on the date of the instruction given by the Customer/User and/or in accordance with the time period stipulated by Bank of Baroda, from time to time.
  - ❖ The Customer/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 Customer/User are false or not in accordance with the conditions stipulated by Bank of Baroda or the Reserve Bank of India or the Beneficiary bank.
  - ❖ The Customer/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 the designated Beneficiary account by a competent authority/Court or details pertaining to the Beneficiary/Beneficiary account details recorded with the Beneficiary bank does not match or any other reasons.
  - ❖ The Customer/User ensures and confirms that upon completion of the transaction initiated by the Customer/User, i.e., receipt of fund by the recipient maintained with the Beneficiary Bank, Bank of Baroda will be entitled to charge such fees, cost and charges, as specified by Bank of Baroda, from time to time, save and except, where such imposition of charge is restricted by law. Without prejudice to any other rights of recovery that Bank of Baroda may have, Bank of Baroda shall be entitled to debit any of the Customer's account held with the Bank of Baroda for any such fees, charge or costs.
  - ❖ The Customer/User acknowledges and understands that the completion of transactions for transfer of funds based on the Customer's instruction shall involve various counterparties. The Customer/User confirms that Bank of Baroda 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 the Bank of Baroda. Without prejudice to the generality of the foregoing, the Customer/User agrees to indemnify and save, keep harmless and keep indemnified Bank of Baroda against any improper/ fraudulent instructions purporting to be received from the Customer/User and/or for furnishing incomplete information.

- ❖ The Customer understands that the provision of UPI is subject to Indian laws and the guidelines and regulations issued from time to time by the NCPI or Reserve Bank of India in this behalf.
- ❖ The Customer agrees and confirms that Bank of Baroda reserves the rights to call for logs, proofs, customer details or documents necessary at any time on account of audit, compliance, regulatory or legal requirements and the Master Merchant agrees to comply with such requests within 2 business days from the date of such requests being made.
- ❖ The Customer understands that the NCPI in this regard shall be an intermediary/ a service provider in the process of settlement of a transaction initiated using UPI, subject to the availability of sufficient funds in the account of the Customer. Any transaction initiated by the Customer shall be deemed to be complete in all respects if a decline message is not received by the Customer from Bank of Baroda within a reasonable period time (decision of Bank of Baroda in this regard shall be final and binding). UPI transaction shall be deemed to be settled at the time when the account of the Customer has been debited and the account of the recipient maintained with the Beneficiary Bank has been credited.
- ❖ The Customer understands that Bank of Baroda 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 Customer.
- ❖ The Customer agrees and confirms that the Minimum and Maximum amount stipulation for UPI may be stipulated by Bank of Baroda in accordance with the Guidelines set by NPCI or RBI, from time to time.
- ❖ The Customer will be liable if he enters wrong Account Number, IFSC, Aadhar Number, Mobile Number, MMID (Mobile Money Identifier) and Virtual ID in case of other bank fund transfer. Bank will not bear any loss if any wrong transactions are done due to customer negligence.

### **General Business Rules Governing BHIM Baroda Pay:**

The following Business rules will apply to the facility being offered by the Bank:

- i) The Facility will be available to customers having a satisfactory running Savings/ Current account with the any Bank live on UPI.
- ii) Present Upper Limit for transactions by PSP application:
  - The per transaction upper ceiling per customer shall be Rs. 25,000 for fund transfer, bill payment and merchant payment separately when the service is used over the application/ WAP.
  - The daily upper ceiling per customer shall be Rs. 50,000 for fund transfer, bill payment and merchant payment separately when the service is used over the application/ WAP.
  - Limit is set as per application (PSP) which will be applicable for all linked accounts of all banks.
  - User will be intimate about increase of limit time to time through website and other mode.
- iii) Entering wrong UPI PIN/MPIN thrice will block the facility for the day and two such consecutive blockages will de-activate the facility. Then customer would be required to re-register for the facility as per the procedure laid down for the same.
- iv) Any change in the business rules of any of the processes will be notified on Bank's website [www.bankofbaroda.com](http://www.bankofbaroda.com), which will be construed as sufficient notice to the customer.

v) Eligibility:

| No | Type of Account    | Constitution                 | Mode of operation   | Who is eligible for BHIM Baroda Pay(UPI) facility                               |
|----|--------------------|------------------------------|---|---|
| 1  | SB Account         | Single                       | Single  | The account holder  |
| 2  | SB Account         | Joint                        | E or S  | As per choice of all account holders. Application to be signed jointly          |
| 3  | SB Account         | Joint                        | Jointly   | NOT eligible  |
| 4  | SB Account         | Minor                        | Single  | Minor above the age of 15 are eligible  |
| 5  | NRE Account        |                              |   | NOT Eligible  |
| 6  | Current Account    | In the name of SELF. Single  | Single  | The Account holder  |
| 7  | Current Account    | In the name of firm - Single | Single  | The Account holder  |
| 8  | Current Account    | Partnership Firm             | Any one partner   | The person authorized to operate. All account holders will sign the application |
| 9  | Current Account    | Partnership Firm             | Jointly operated  | NOT Eligible  |
| 10 | Over Draft Account | Cash Credit A/C              | Single/Sole Proprietor having scheme code (OD002,OD003,OD004) | The Account holder  |

vi) Accounts where mode of operation is “joint” as also accounts in the name of minor below the age of 15 years or where minor is a joint account holder are not eligible for BHIM Baroda Pay.

vii) If the facility has not been accessed for six months or more, the registration of the Customer will be cancelled.

viii) It shall be the Bank’s endeavour to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer.

ix) The facility may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software for BHIM Baroda Pay or any emergency or security reasons without prior notice and bank shall not be responsible if such an action has to be taken for reasons of security or emergency.

x) The services offered under the facility will be automatically terminated/suspended if the primary account linked for the Unified Payment Interface (UPI) is closed or mode of operation is changed which are not eligible for UPI e.g. Jointly etc.

xi) The Bank may also terminate or suspend the services under the facility without prior notice if the Customer has violated the terms and conditions lay down by the Bank or on the death of the Customer when brought to the notice of the Bank or when prohibited by law or an order by a court or Authority.

### Usage of Facility:

By accepting the terms and conditions on the mobile phone while registering for the facility, the customer:

- i) Agrees to use the BHIM Baroda Pay for financial and non-financial transactions offered by the Bank from time to time.
- ii) Irrevocably authorizes the Bank to debit the Account which has been enabled for BHIM Baroda Pay for all transactions /services charges (if any) undertaken using UPI PIN/MPIN.
- iii) Authorizes the Bank to map the account number and mobile phone number for the smooth operation of BHIM Baroda Pay offered by the Bank and to preserve the mapping record in its own server or server of any third party and to use such data at its discretion for providing/enhancing further banking/ technology products that it may offer.
- iv) Agrees that he / she is aware and accepts that facility offered by the Bank will enable him / her to transact using UPI PIN/MPIN within the limit prescribed by the Bank and the transaction being bonafide will not be disputed.
- v) Agrees that transactions originated using the mobile phone are non-retractable as these are instantaneous / real time.
- vi) Understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.
- vii) Agrees to use the facility on a mobile phone properly and validly registered in his / her name only with the Mobile Service Provider and undertakes to use the facility only through mobile number which has been given to register for the facility.
- viii) Agrees that the Bank is authenticating the Customer by his mobile phone number and UPI PIN/MPIN provided by the Customer and that such authentication would be sufficient for protection of the customer transactions. The customer is solely responsible for maintenance of the secrecy and confidentiality of the UPI PIN/MPIN, One Time Password and Login PIN without any liability to the Bank. The Bank at its discretion may adopt other authentication of electronic records and the same will be acceptable and binding on the customer.

### Miscellaneous:

- i) Customer shall be required to acquaint himself/herself with the process for using the facility and that he/she shall be responsible for any error made while using the facility.
- ii) Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the facility are at its sole discretion.
- iii) The instructions of the Customer shall be effected only after authentication under his/her Login PIN and UPI PIN/MPIN or through any other mode of verification as may be stipulated at the discretion of the Bank.
- iv) While it shall be the endeavour of the Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay / failure in carrying out the instructions due to any reasons beyond its control or including failure of operational system or any requirement of Law.  
The Customer expressly authorizes the 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 the service provider/ third party as may be required to provide the services under the facility.

v) The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.

vi) Customer hereby authorizes the Bank or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider from time to time.

vii) Customer understands that the Bank may send rejection or cannot process the request messages for the service request(s) sent by the Customer which could not be executed for any reason beyond its control .

viii) Bank shall make all reasonable efforts to ensure that the customer information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of Customer information for reasons beyond its control or by action of any third party.

ix) Customer 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. All payment transactions, initiated from the customer's mobile phone using his/her UPI PIN/MPIN, will be treated bonafide expressly authorizing the Bank to make the payment.

x) It is the responsibility of the Customer to advise the Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by the Bank for the purpose.

xi) Telecom Service provider of the customer may levy charges for each SMS / GPRS and the Bank is not liable for any dispute that may arise between telecom service provider and the Customer.

### **Fee structure for the Facility:**

At present, Bank does not charge any fee for offering this BHIM Baroda Pay Facility. Bank reserves the right to charge the Customer fee for the use of the services provided under the facility and change the fee structure at its discretion. Display of such charges on Bank's website would serve as sufficient notice and the same is binding on the customer.

### **Accuracy of Information:**

It is the responsibility of the Customer to provide correct information to the Bank through the use of the facility or any other method. In case of any discrepancy in information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. Bank will endeavour to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank. Customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in the event of any loss/ damage suffered as a consequence of an inaccurate information provided by the Bank.

### **Responsibilities and obligations of the customer**

- i) The Customer will be responsible for all transactions, including fraudulent/erroneous transactions made through the use of his/ her mobile phone, SIM card and UPI PIN/MPIN, regardless of whether such transactions are in fact entered into or authorized by him/ her or not and the customer will be responsible for the loss/damage, if any suffered.
- ii) The Customer shall take all steps possible to ensure that his/her mobile phone is not shared with anyone and shall take immediate action to de-register from BHIM Baroda Pay as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.
- iii) The Customer will use the services offered under facility using the UPI PIN/MPIN in accordance with the procedure as laid down by the Bank from time to time.
- iv) The Customer shall keep the Login PIN, One Time Password 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 services.
- v) It will be the responsibility of the Customer to notify the Bank immediately if he/ she suspect the misuse of the UPI PIN/MPIN. He will also immediately initiate the necessary steps to change his UPI PIN/MPIN.
- vi) If the mobile phone or SIM is lost, the customer must immediately take action to de-register from BHIM Baroda Pay at contact centre.
- vii) The Customer accepts that any transaction originating from the Login PIN/UPI PIN/MPIN and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the UPI PIN/MPIN is duly and legally authorized by the Customer.
- viii) The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered under the facility which would be publicized on the websites and at the branches and would be responsible for the same.
- ix) The Customer shall be liable for all loss on breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank immediately about any unauthorized access in the Account.
- x) The Customer 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 the Bank does not accept/ acknowledge any responsibility in this regard.
- xi) Bank shall not accept any Stop Payment instructions, once the transaction amount and the beneficiary account are entered and authorized by the Customer.
- xii) The Customer is advised to be prudent in downloading content through blue-tooth and ensure that proper anti-virus software is used from time to time to remove malware residing in the hand-set.
- xiii) The customer is liable for any dispute related to bill amount paid to the biller and the dispute is to be dealt by the customer with the respective biller directly. The liability of the amount paid (full /partial) to the biller by the customer falls on the scheme code of the biller.
- xiv) Any dispute arising out of amount credited to an incorrect account instead of the intended beneficiary, Bank may assist the customer in providing the beneficiary bank contact details to settle the dispute and recover the amount.

xv) The customer is liable for any dispute related to mobile/DTH and DataCard recharge. It is the liability of the customer to verify the mobile number/subscriber number and account number that he/she enters for mCommerce services.

**Disclaimer**

The Bank, when acting in good faith, shall be absolved of any liability in case:

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

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

- 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, mechanical breakdown, power disruption, etc.

- There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the Bank makes no warranty as to the quality of the service provided by any such service provider. The Bank, its employees, agent or contractors, 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 goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any 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 or message to and from the telecommunication equipment of the Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the facility.

- The Bank will not be responsible if Bank's UPI application "BHIM Baroda Pay" is not compatible with/ does not work on the mobile handset of the Customer.

**Indemnity:**

In consideration of the Bank providing the facility, the Customer agrees to indemnify and hold the Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, 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 Customer pursuant hereto. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality.

These terms & Conditions are subject to periodic updating. The User understands that Bank of Baroda 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., <http://www.bankofbaroda.co.in>

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