

Billpay Terms & Conditions

1. INTRODUCTION

Please read these Terms (defined below) carefully before becoming an Agent (defined below). These Terms and the Privacy Policy (defined below) together constitute a legal agreement between the Agent (defined below) and Agent Institution (defined below) in connection with use of the Platform by the Agent.

These Terms are entered into between the Agent (defined below) and Jio Payment Solutions Limited (the “Agent Institution”) for acting as the customer touch points and service points which will be available in the form of branch offices, collection centres, business correspondents and outlets and accessing, registering, and interacting with the Agent Institution’s website, mobile application, modules, modules in a mobile application or website and any other such technological platform(s) owned and operated by the Agent Institution (“Platform”).

This Terms is an electronic record published in accordance with the provisions of the Information Technology Act, 2000 and rules made thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as may be amended by the Information Technology Act, 2000 from time to time. This Terms is generated by a computer system and does not require any physical or digital signatures.

The Agent’s access of the Platform signifies their acceptance of these Terms. The Agent Institution reserves the right to modify these Terms at any time without notice to the Agent, and their continued access of the Terms after any modifications will constitute their acceptance of such modifications.

2. DEFINITIONS

“Affiliate” shall mean any of the holding, subsidiary, group, affiliate company and shall include any company controlled by or under its common control directly or indirectly.

“Agent” refers to persons/entities acting as customer touch points and service points in the form of branch offices, collection centers and outlets for the collection of bill payments through various modes. Agents may be on-boarded either directly by a BBPOU or by Agent Institutions. Agents on-boarded by Agent Institutions are also referred to as Sub-agents.

“Agent Institution” refers to institutions who are onboarded by which may further on-board digital channels or Agents and/ or set up customer service points in various regions and locations.

“Applicable Laws” shall mean all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, published policies and guidelines, judicial or arbitral or regulatory

judgments, orders, decisions, rulings or awards, including RBI Guidelines as may be issued from time to time.

“BBPCU” or “Bharat BillPay Central Unit” shall mean NBBL or NPCI BHARAT BILLPAY LIMITED, a company incorporated in India under the Companies Act, 2013 and having its registered office at 1001A, B wing, 10th Floor, The Capital, Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051, India.

“BBPOU” or “Bharat BillPay Operating Unit” shall mean Jio Payments Bank Ltd (including its successors and assigns) having its registered office at Jio Payments Bank Ltd, 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021 who has been authorized by RBI to function as operational unit under BBPS.

“BBPS” refers to Bharat Bill Payment System.

“Billers” shall mean government agencies, statutory bodies, body corporates, charities and other entities that collect bill payments onboarded by BBPOU.

“Bill Payment Services” shall mean the bill payment services through the Platform to pay utility bills for multiple use cases such as electricity, post-paid mobile bills, DTH recharge, etc.

“Customer” shall mean any person who desires to pay for Bill Payment Services through the Agent.

“KYC Information” or “KYC” shall include but shall not be limited to name, address, phone / mobile number, email address, Aadhaar details (subject to applicable laws) of the Agent and documents prescribed by RBI Guidelines / Applicable Laws / Agent Institution Policy.

“Platform” shall mean and include any online or offline platform, module, mobile application and / or website as provided by the Agent Institution through which Bill Payment Services are made available by the Agent Institution to the Customer through the Agent.

“Privacy Policy” refers to the privacy policy of the Agent Institution available at <https://jiopay.com/business/privacy-policy>.

“RBI” shall mean the Reserve Bank of India.

“RBI Guidelines” shall mean the applicable guidelines, regulations, notifications and instructions issued by the RBI from time to time.

“Terms” or “Terms and Conditions” shall mean terms and conditions set out in this document, any additional terms applicable to the Bill Payment Services and any additions, modifications, amendments made thereto and published on Platform and / or _____ and / or communicated to the Agent thorough any other mode of communication from time to time.

3. ROLES AND RESPONSIBILITIES OF THE AGENT

Entities acting as Agent on-boarded by Agent Institution or BBPOU shall have the following roles and responsibilities:

1. Agent shall provide the customer touch points where payment of bills issued by any Biller who is a participant in the BBPS will be accepted.
2. Agent will facilitate BBPS registration by Customer who opt to do so and also assist the registered customers to map billers to their registered id, as desired by the Customer.
3. Agent shall have with them available the required hardware, software, system, printers, scanners and other devices, connectivity, etc. as required to carry out business of bill payments under BBPS.
4. The Agent outlets shall make available a number of modes for making payment of bills.
5. e) Agent shall adhere to all procedural guidelines and standards of BBPS at all times.
6. Agent shall make the Customer aware about extra service charges / fees, if any, which customer may have to pay for bill payments. Such charges shall not exceed the maximum amount of Rs. 25 or any other charge as prescribed by BBPCU or BBPOU. Information about the charges, if any, payable by the customer shall be prominently displayed in the premise/website/location.
7. Agent shall make the Customer aware about actual realization/ settlement cycle for the bills to be paid.
8. Agent shall give the customer instant confirmation of bill payments in accordance with the standards and procedural guidelines of BBPS.
9. Agent shall prominently display at its collection points a BBPS logo or trademark as per the guidelines laid down by BBPCU to identify agent's outlet as BBPS enabled Service Point.
10. The Agent shall display all-important terms and conditions in clear and simple language (preferably in English, Hindi and the local language) comprehensible to the customers of various billers/users of the services offered by the Agent. These disclosures will include:
 11. All charges and fees associated with the use of bill payment facility;
 12. The customer service telephone numbers and website URL; and
 13. Details regarding complaints and grievance redressal mechanism and modalities including telephone numbers and website address.
14. Agent shall ensure that confidentiality and privacy standards are complied with diligently. Any non-compliance of the above shall invite stiff penalties. Agent shall not use the Customers' data collected in the course of bill payment or customer registration for other purposes without the consent of the Customer or outside the framework prescribed by its BBPOU. Suitable "opt-out" option shall be provided to Customers in all such cases.
15. It shall be the responsibility of the Agent to verify the accuracy of the data captured from the Customer to ensure correct application of the payment.
16. Agent shall handle the customer in case of any dispute and grievance/s sensitively.
17. Agent shall share the receipt of successful bill payment to Customer from the Platform via any digital communication (whatsapp/email etc). However, in case these mediums are not available with the Customer then the Agent shall share a print out of the receipt with the Customer.
18. If a customer wishes to lodge a complaint against any biller or about bill payment made by him anywhere in the BBPS, he may do so at any Agent/ BBPS outlet. The Customer shall not be levied any charges for lodging a complaint in the BBPS. Heavy penalties may be levied on Agent if they deviate from the operating guidelines.

19. Agent may be terminated by BBPOU at the instance of BBPCU if Customer dispute percentage exceeds certain defined threshold limit as fixed by BBPCU from time to time. Terminated agents cannot become Agent of any other BBPOU till BBPCU is satisfied with corrective actions put in place by the Agent.
20. Agent shall ensure safety and security of transactions, verification of biller information, and adherence to transaction flow standards / rules set by the BBPCU.
21. In the event there is an error in the Agent 's connection with Agent Institution/ BBPOU or the BBPOU is unable to process the transactions for any other reason whatsoever, then the Agent shall promptly notify Agent Institution/BBPOU of the same.
22. In case the bill payment transaction is failed then the refund will be received in the Agent Source Account (which is the VPA entered by Agent during the transaction). It shall be the responsibility of the Agent to call the customer and refund money to them for such cases.
23. Agent agrees that RBI, BBPCU, BBPOU or Agent Institution shall have the right to conduct annual internal audits of Agents, if any, in order to comply with the BBPS operating procedures, standards and guidelines.
24. Upon withdrawal or suspension or termination from the BBPS, the Agent should stop using the Bharat BillPay /BBPS name , logo and trademark with immediate effect. Further, the same should be removed from all locations of display with effect from the date of termination. BBPCU reserves the right to take strict legal action against any unauthorized use of Bharat BillPay/ BBPS related name, logo, trademark or any other intellectual property by an Agent after termination or suspension.
25. Agent will inform Agent Institution immediately of any inquiry, question or issue raised by any authority including but not limited to any statutory authority or official regarding and relating to Agent, as well as expeditiously notify Agent Institution of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority.
26. Agent shall maintain and preserve such information, records, books and documents pertaining to their activities for such period as may be specified by the Agent Institution/BBPOU from time to time and which shall be available for inspection and audit, as and when required either by Agent Institution or BBPOU or BBPCU or RBI or other competent authorities. Further, Agent shall submit periodic reports, statements, certificates and such other documents as may be required by the BBPCU and BBPOU or Agent Institution.
27. Agent shall forthwith inform Agent Institution of any change in its constitution.
28. Agent shall be liable and responsible to the Agent Institution for any fraudulent activity any wilful or negligent commission or omission. Any penalty, charge levied on Agent Institution by the BBPS or any other statutory authority due to the omission or commission of any act of Agent shall be borne and paid by the Agent.

4. INTELLECTUAL PROPERTY RIGHTS

Agent acknowledges that nothing contained in the Terms shall be construed as granting to the Agent, a license right to use or interest in any intellectual property, logo, trademark, commercial

mark or goodwill of BBPCU and BBPS unless mutually agreed by BBPCU in writing. BBPCU shall own, and will continue to own all rights, titles and all interests in and to any inventions however embodied, know how, works in any media software, information, trade secrets, material, property or proprietary interest that is owned prior to this arrangement, or that is created or acquired independently of its obligations.

5. PUBLICITY

Agent agrees that they shall not make public announcements or press release in relation to the subject matter of this arrangement, or its existence without prior written consent of BBPCU.

6. INDEMNITY

1. Any liability arising from the provision of BBPS, solely attributable to Agent shall be borne solely and exclusively by the Agent.
2. Agent agrees to and shall without objection at all times, keep Agent Institution and BBPS indemnified, saved and harmless from and against all demands, claims, actions suits and proceedings which may be threatened or made or brought against Agent Institution, and also against all losses, outgoings, damages, costs, charges and expenses, which Agent Institution may suffer or incur or be put to by reason or in consequence thereof or in connection therewith, including reasonable legal costs and expenses and lawyers' fees incurred by Agent Institution in connection with any claim or legal notice or legal or quasi-legal proceedings to which Agent Institution may be required to become party or to which Agent Institution may be subjected by any person including any authority constituted under the laws of any state of India or the laws of the Union of India or the laws of any other jurisdiction, by reason of breach of any of the roles and responsibilities by Agent or for failure of Agent to obtain any required statutory or regulatory approval with respect to any of the provisions hereof.

7. TERMINATION

Agent shall cease to be a member of BBPS in any of the following events:

1. If its license is cancelled by Govt. authorities or Regulators.
2. If it is unable to carry on business as Agent because of restrictions or restraints imposed by a judicial authority or Government.
3. In case of insolvency or bankruptcy of the Agent.
4. If it does not continue to wholly conform to the qualification criteria as per RBI/BBPS guidelines.
5. In case of breach of regulatory guidelines and applicable laws.
6. Breach of material terms and conditions of these Terms, guidelines or any other act, which may be detrimental to BBPS.
7. If customer disputes exceed certain thresholds, as fixed in consultation with regulator from time to time, and repeated warnings issued by the BBPCU and BBPOU.

8. CONSEQUENCES OF TERMINATION

In the event of termination for any reason whatsoever:

1. All rights and obligations incurred under the present Terms shall cease.
2. Termination shall not affect any accrued rights or obligations of the parties.
3. All obligations incurred prior to the termination shall be discharged forthwith.
4. Upon withdrawal or suspension or termination from the BBPS, the Agent should stop using the BBPOU and BBPS name, logo, and trademark. Further, the same should be removed from all locations of display with effect from the date of termination.

9. CONFIDENTIALITY

Agent agrees not to disclose any confidential information to any third party and not to use any such confidential information for any purpose other than as strictly required for performance of the Terms.

Agent Institution may share KYC details of the Agent Information with BBPOU, BBPCU or any other third party for the purpose of the fulfilment of the Bill Payment Services.

10. DISPUTE RESOLUTION

1. The parties shall endeavour to settle amicably by mutual discussion any disputes, differences or claims which do not fall within the purview of Payment and Settlement Systems Act, 2007. Failing such amicable settlement within thirty (30) days of the dispute arising thereof, the dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.
2. The dispute shall be referred to arbitration by a sole arbitrator mutually agreed upon. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
3. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator on its behalf shall be borne by each party itself.
4. The Parties shall continue to perform their obligations during the arbitration proceedings unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator/court, as the case may be, is obtained.
5. Notwithstanding the provisions contained in this Terms, the dispute covered by the provisions of the Payment and Settlement Systems Act, 2007 shall be resolved under the mechanism prescribed under Section 24 of the Payment and Settlement Systems Act, 2007 and rules, regulations, instructions issued thereunder.

11. GOVERNING LAW AND JURISDICTION

These Terms will be governed by and construed in accordance with the laws of the India without giving effect to any principles or conflicts of law. The courts in Mumbai shall have exclusive jurisdiction over any dispute arising from use of BBPS. The Agent expressly consents to the personal jurisdiction of said courts and waives any objection to such personal jurisdiction based on forums non convenience or any other basis.