

TERMS AND CONDITIONS

These terms and conditions ("Terms") apply to and regulate the provision of UPI fund transfer and fund collection facility provided by KCG Nidhi Ltd. Limited. KCG Nidhi Ltd. Limited shall endeavor to provide to the Customer, UPI Facility in accordance with the UPI guidelines, circulars and/or regulations issued by the Reserve Bank of India ("RBI") and/or National Payments Corporation of India ("NPCI") from time to time ("Guidelines") subject to the terms and conditions herein specified.

1. **DEFINITIONS:** In this document the following words and phrases have the meanings set next to them unless the context indicates otherwise:

"**Account(s)**" refers to the resident Indian savings and /or current bank account(s) held and maintained with KCG Nidhi Ltd. Limited or resident savings and/or current account held with any bank in India, to be used for operations through the UPI Facility.

"**Customer**" means the applicant/remitter availing of the UPI Facility through his Account(s).

"**KCG Nidhi Ltd. Limited**" means KCG Nidhi Ltd. Limited, a company incorporated under the Companies Act, 2013 and licensed as a schedule commercial bank under the Banking Regulation Act, 1949 and having its registered office at DN-32, Sector-V, Salt Lake, Kolkata-700091 and branches spread all over India

"**NPCI UPI System**" means the switch and related equipment and software owned by NPCI to provide the UPI based fund transfer and funds collection facility including the National Financial Switch;

"**Payment Order**" means an unconditional instruction issued by the Customer in writing or transmitted electronically to KCG Nidhi Ltd. Limited either through KCG Nidhi Ltd. Limited's internet banking facility or mobile application of KCG Nidhi Ltd. Limited or through such other means as provided by KCG Nidhi Ltd. Limited, to effect a fund transfer for a certain sum of money expressed in Indian rupees, to the designated account of a designated beneficiary by debiting Account(s) of the Customer.

"**PSP (Payment Service Provider)**" refers to banks which are allowed to acquire Customers and provide payment (credit/debit) services to Customers.

"**UPI**" refers to the Unified Payments Interface Service offered by NPCI in collaboration with its member banks.

"**UPI Facility**" means the Unified Payments Interface (UPI) Service based electronic fund transfer and fund collection facility provided by KCG Nidhi Ltd. Limited to its Customers through the NPCI's UPI System as per the Guidelines.

As a Payment Service Provider (PSP), KCG Nidhi Ltd. Limited will provide a mobile application to the customers which will use the NPCI UPI libraries facilitating payments. The PSP mobile application can be used by KCG Nidhi Ltd. Limited's customers or other bank's customers to transact on any of their bank account after a one-time registration process. Words or expressions used in this form, but not specifically defined herein shall have the respective meanings assigned to them by NPCI.

2. APPLICABILITY OF TERMS:

Each Customer desirous of availing the UPI Facility, shall by way of a one-time registration, in such form, manner and substance as KCG Nidhi Ltd. Limited may prescribe, apply for UPI Facility and KCG Nidhi Ltd. Limited shall be entitled, at its sole discretion, to accept or reject such applications. The Customer may apply for UPI Facility by downloading KCG Nidhi Ltd.'s UPI application, on which the Customer will have an option to set a virtual payment address and start transaction via UPI. Customer can link other bank accounts through a one-time registration process defined and standardized by NPCI and then start transacting on that. By applying for and accessing the UPI Facility, the Customer accepts these Terms, which shall govern the provision of the UPI Facility by KCG Nidhi Ltd. Limited. The Terms shall be in addition to and not in derogation of the Guidelines issued from time to time.

The Customer hereby acknowledges that the Customer has read and understood the Guidelines and agrees that the rights and obligations provided therein and in these Terms in so far as it relates to the Customer shall be binding on the Customer with regard to every Payment Order issued by him/it for execution in the NPCI UPI System. The Customer understands and agrees that nothing in terms of availing the UPI Facility shall be construed as creating any contractual or other rights against NPCI or any participant in the NPCI UPI System other than KCG Nidhi Ltd. Limited. Notwithstanding anything contained herein, all terms and conditions stipulated by KCG Nidhi Ltd. Limited in connection with the Accounts shall continue to apply.

3. SCOPE OF THE UPI FACILITY:

UPI Facility offers an instant, 24X7, interbank electronic fund transfers or fund collection service to the customers of UPI member banks. The Customers can put in request for fund transfers or funds collection or respond to funds collection from KCG Nidhi Ltd. UPI App in a secure manner for any of their linked bank Accounts. As a PSP, KCG Nidhi Ltd. Limited will provide a mobile application to the customers which will use the NPCI UPI libraries facilitating payments. The PSP mobile application can be used by Customer(s) to transact on Account(s) after a one-time registration process.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER:

The Customer shall be entitled, subject to other terms and conditions of the service, to issue Payment Orders for execution by KCG. The Payment Order shall be issued by the Customer, in the form as prescribed by KCG Nidhi Ltd. Limited, which is complete in all particulars. The Customer shall be responsible for the accuracy of the particulars given in the Payment Order for UPI Facility and shall be liable to compensate KCG Nidhi Ltd. Limited for any loss arising on account of any error in the Payment Order.

The Customer shall be bound by any Payment Order executed by KCG Nidhi Ltd. Limited if KCG Nidhi Ltd. Limited has executed the Payment Order in good faith and in compliance with the instructions given by the Customer.

The Customer authorizes KCG Nidhi Ltd. Limited to act as a PSP and debit Account(s) as per instructions received by way of Payment Orders. The Customer understands that although multiple bank accounts can be linked with the UPI Facility, debit/credit transactions can be done from the default account. Customer may change the default account before initiating such debit/credit transactions. Each Account that may be linked with the UPI facility can be opened with a separate username.

The Customer shall ensure availability of funds in his Account(s) towards the fulfillment of the Payment Order before/at the time of the execution of the Payment Order by KCG Nidhi Ltd. Limited. The Customer hereby authorizes KCG Nidhi Ltd. Limited to debit the Account(s) of the Customer for any liability incurred by KCG Nidhi Ltd. Limited on behalf of the Customer for execution of the instruction issued by the Customer. The Customer understands and agrees that once a fund collection request is accepted, the default account will automatically be credited with such amounts as may be mentioned in the fund collection request. The Customer understands and agrees that such amounts once credited to default account cannot be reversed by the Customer.

The Customer agrees that the Payment Order shall become irrevocable when it is executed by KCG Nidhi Ltd. Limited.

The Customer agrees that he shall not be entitled to make any claim against RBI and/or NPCI in respect to the UPI Facility.

The Customer agrees that in the event of any delay in the completion of the funds transfer or any loss on account of error in the execution of the funds transfer pursuant to a Payment Order or on account of error, negligence or fraud on the part of any employee of KCG Nidhi Ltd. Limited, KCG Nidhi Ltd. Limited's liability shall be limited to the extent of payment of interest at the Call Money Rate as published by the RBI on a daily basis for any period of delay in the case of delayed payment and refund of the amount together with interest at the Call Money Rate (as on the date of the complaint lodged by the Customer) up to the date of refund.

The Customer shall provide correct beneficiary details to KCG Nidhi Ltd. Limited at the time of availing the UPI Facility. The Customer shall be solely responsible for entering wrong beneficiary details like incorrect Virtual Payment Address, incorrect Aadhar number or incorrect mobile number, due to which the funds are transferred to an incorrect beneficiary.

The Customer shall not hold KCG Nidhi Ltd. Limited responsible for any damage, claim, issue arising out or in connection with any purchase of goods/services from merchants through Payment Orders issued by UPI Facility. The Customer understands and agrees that all such losses, damages and issues shall constitute a claim against such merchants.

The Customer agrees that the UPI Facility are offered in line with the RBI's guidelines on mobile banking which are subject to change from time to time.

Customer shall inform KCG Nidhi Ltd. Limited 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 KCG Nidhi Ltd. Limited, as well as expeditiously notify KCG Nidhi Ltd. Limited of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority. Customer shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by KCG Nidhi Ltd. Limited.

The Customer shall be solely liable for ensuring availability of sufficient funds in the Account(s) at all times for the purpose of availing the Facility. The Customer agrees that in the event there are insufficient funds in the Account, KCG India Nidhi Ltd. Limited shall decline the transaction instruction.

5. RIGHTS AND OBLIGATIONS OF KCG T INDIA NIDHI LTD. LIMITED:

KCG Nidhi Ltd. Limited shall execute a Payment Order issued and duly authorized by the Customer , unless:

the funds available in the Account(s) of the Customer are not adequate or funds are not properly applicable/available to comply with the Payment Order.

the Payment Order is incomplete or it is not issued in the agreed form,

KCG Nidhi Ltd. Limited has reason to believe that the Payment Order is issued to carryout an unlawful transaction or

the Payment Order cannot be executed under the NPCI UPI System.

No Payment Order issued by the Customer shall be binding on KCG Nidhi Ltd. Limited until KCG Nidhi Ltd. Limited has accepted it.

KCG Nidhi Ltd. Limited shall, for execution of every Payment Order, be entitled to debit the designated Account(s) of the Customer, with the amount of the funds to be transferred together with charges payable thereon.

A duly authenticated record of the transaction after completion of the funds transfer or funds collection or response to a funds collect request will be recorded in the statement of account in the mobile application of KCG Nidhi Ltd. Limited. The transaction will also be recorded in the statement of account of given to the Customer by the Customer's bank. The Customer shall, within a period of ten days from the date of receipt of the monthly statement report to KCG Nidhi Ltd. Limited any discrepancy in the execution of the Payment Order. The Customer agrees that he shall not be entitled to dispute the correctness of the execution of the Payment Order or the amount debited to his Account(s) if he fails to report the discrepancy within the said period.

KCG Nidhi Ltd. Limited for providing the UPI Facility to the Customer shall follow the process prescribed by NPCI in this regard including but not limited to process for settling of timed out transactions within the time limit prescribed by NPCI.

6. INSTRUCTIONS:

The Customer is responsible for the accuracy and authenticity of the instructions provided to KCG Nidhi Ltd. Limited and the same, if in the form and manner prescribed by KCG Nidhi Ltd. Limited, shall be considered to be sufficient to operate the UPI Facility. KCG Nidhi Ltd. Limited shall not be required to independently verify the instructions. KCG Nidhi Ltd. Limited has no liability if it does not or is unable to stop or prevent the implementation of any Payment Order issued by the Customer. Once a Payment Order is issued by the Customer, the same cannot be subsequently revoked by the Customer.

KCG Nidhi Ltd. Limited states that it has no liability or obligation to keep a record of the instructions to provide information to the Customer or for verifying the instructions. KCG Nidhi Ltd. Limited shall refuse to comply with the instructions without assigning any reason and shall not be under any duty to assess the prudence or otherwise of any instruction. KCG Nidhi Ltd. Limited has the right to suspend the transactions with respect to the UPI Facility if it has reason to believe that the Customer's instructions will lead to or expose to direct or indirect loss to KCG Nidhi Ltd. Limited or may require an indemnity from the Customer before continuing to operate the UPI Facility.

All instructions, requests, directives, orders, directions, entered by the Customer, are based upon the Customer's decisions and are the sole responsibility of the Customer.

7. SHARING OF INFORMATION:

The Customer irrevocably and unconditionally authorizes KCG Nidhi Ltd. Limited to access all the Customer's Account(s) and records for the purpose of providing the UPI Facility. The Customer agrees that KCG Nidhi Ltd. Limited and its affiliates (or their contractors) may hold and process its personal information and all other information concerning its Account(s) on computer or otherwise in connection with the UPI Facility as well as for analysis, credit scoring and marketing.

8. DISCLAIMER OF LIABILITY:

KCG Nidhi Ltd. Limited does not hold out any warranty and makes no representation about the quality of the UPI Facility.

The Customer agrees and acknowledges that KCG Nidhi Ltd. Limited 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 Customer and processed by KCG Nidhi Ltd. Limited, information provided or disclosed by KCG Nidhi Ltd. Limited regarding Customer's Account(s) or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. While KCG Nidhi Ltd. Limited shall endeavor to promptly execute and process the transactions as proposed to be made by the Customer.

KCG Nidhi Ltd. Limited shall not be responsible for any non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law.

KCG Nidhi Ltd. Limited shall not be liable for any loss, claim or damage suffered by the Customer and/or any other third party arising out of or resulting from failure of an UPI transaction on account of time out transaction i.e. where no response is received from NPCI or the beneficiary bank to the transaction request and/or where mobile number or account number of the beneficiary does not exist. Further, KCG Nidhi Ltd. Limited 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 Customer. Neither KCG Nidhi Ltd. Limited nor its affiliates, directors, officers and/or agents shall be liable for any unauthorized persons accessing the records or Account(s) or information through the use of UPI Facility and the Customer hereby fully indemnifies and holds KCG Nidhi Ltd. Limited, its affiliates, directors and officers harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

KCG Nidhi Ltd. Limited shall under, no circumstance, be held liable to the Customer if UPI Facility access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of KCG Nidhi Ltd. Limited.

Illegal or improper use of the UPI Facility shall render the Customer liable for payment of financial charges (to be decided by KCG Nidhi Ltd. Limited) or may result in suspension of the UPI Facility to the Customer.

All the records of KCG Nidhi Ltd. Limited generated by the transactions arising out of the use of the UPI Facility, including the time the transaction is recorded shall be conclusive proof of the genuineness and accuracy of the transaction.

For the protection of both the parties, and as a tool to correct misunderstandings, the Customer understands, agrees and authorizes KCG Nidhi Ltd. Limited, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations between the Customer/users and KCG Nidhi Ltd. Limited and any of its employees or agents.

KCG Nidhi Ltd. Limited 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.

9. INDEMNITY:

The Customer agrees, at its own expense, to indemnify, defend and hold harmless KCG Nidhi Ltd. Limited, its directors and employees, representatives, agents, and its affiliates against any claim, suit, action or other proceeding brought against KCG Nidhi Ltd. Limited, its

affiliates, directors and employees, representatives or agents by a third party, to the extent that such claim, suit, action of other proceeding brought against KCG Nidhi Ltd. Limited, its affiliates, directors and employees, representatives or agents is based on or arises in connection with the use of the UPI Facility with reference to :

a violation of the Terms by the Customer;

any deletions, additions, insertions or alterations to, or any unauthorized use of, the UPI Facility by the Customer;

any misrepresentation or breach of representation or warranty made by the Customer contained herein;

any breach of any covenant or obligation to be performed by the Customer hereunder;

The Customer 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, action or proceeding attributable to any such claim.

The Customer hereby agrees that under no circumstances, KCG Nidhi Ltd. Limited's aggregate liability for claims relating to the UPI Facility, whether for breach or in tort including but not limited to negligence shall be limited to the transaction charges/fees or consideration paid by the Customer within the previous twelve (12) months for the UPI Facility, excluding any amount paid towards transactions.

10. ASSIGNMENT:

KCG Nidhi Ltd. Limited shall be entitled to sell, assign, securitize or transfer KCG Nidhi Ltd. Limited's right and obligations under these Terms and any security in favour of KCG Nidhi Ltd. Limited (including all guarantees) to any person of KCG Nidhi Ltd. Limited's choice in whole or in part and in such manner and on such terms and conditions as KCG Nidhi Ltd. Limited may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Customer and all other persons. The Customer, its successors and assigns are bound by these Terms. However, the Customer shall not be entitled to transfer or assign any of its rights and obligations under these Terms.

11. TERMINATION:

The Customer may request for termination of the UPI Facility any time by giving a prior written notice of at least 15 days to KCG Nidhi Ltd. Limited. The Customer will remain responsible for all the transactions made through the UPI Facility until the time of such termination.

KCG Nidhi Ltd. Limited may withdraw or terminate the UPI Facility anytime either entirely or with reference to a specific UPI Facility without assigning any reasons whatsoever.

KCG Nidhi Ltd. Limited may suspend or terminate the UPI Facility without prior notice if the Customer has breached any of these Terms or any regulatory guidelines.

12. GENERAL CONDITIONS:

The laws of India shall govern these terms and conditions and/or the operations in the Account(s) maintained with KCG Nidhi Ltd. Limited.

Any legal action or proceedings arising out of these Terms shall be brought in the courts or tribunals at Kolkata in India.

KCG Nidhi Ltd. Limited 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 Customer hereby consents to that jurisdiction.

The clause headings in this Terms are only for convenience and do not affect the meaning of the relative clause.

KCG Nidhi Ltd. Limited may sub-contract and employ agents to carry out any of its obligations hereunder.

KCG Nidhi Ltd. Limited may transfer or assign its rights and obligations under this contract to any other entity.

KCG Nidhi Ltd. Limited has the absolute discretion to amend or supplement any of the Terms as stated herein at any time and will endeavor to give prior notice of fifteen days for such changes wherever feasible.

By using the new services, the Customer shall be deemed to have accepted the changed terms and conditions.

NOTICES: Notices under these Terms may be given to customer in writing by delivering them by hand or displaying on KCG Nidhi Ltd. Limited's website www.bandhanbank.com or by sending them by post to the last address given by the Customer and in the case of KCG Nidhi Ltd. Limited to its corporate office address. In addition, KCG Nidhi Ltd. Limited may also publish notices of general nature, which are applicable to all Customers in a newspaper or on its website at www.bandhanbank.com. Such notices will have the same effect as a notice served individually to each Customer. Notice and instructions will be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

Any provision of these Terms, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms or affect such provision in any other jurisdiction.

KCG Nidhi Ltd. Limited shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Account(s) to the extent of all outstanding dues, whatsoever, arising as a result of the UPI Facility extended to and/or used by the Customer.