Frequently Asked Questions

1. JioPay Business App

a. What is JioPay Business?

JioPay Business is a payment aggregator and gateway provided by Jio Payment Solutions Limited (formerly known as Reliance Payment Solutions Limited), a subsidiary of Reliance Industries Limited. It offers merchants and businesses of all sizes simple and self-service products to accept and process payments online and offline from their customers. JioPay Business supports payments through web, mobile, and Point of Sale (POS) systems, making it convenient for merchants to manage transactions. With JioPay Business, businesses can streamline their payment operations and provide a seamless payment experience to their customers.

b. What is the purpose of the JioPay Business App?

JioPay Business App is designed for retailers, businessmen or any other service providers to keep track of payments even when on the move. With the JioPay Business app, you can perform payment processing activities like accepting payments, viewing past transactions, issuing refunds, editing your profile and much more.

c. How can I download the JioPay Business App?

To download the JioPay Business App, follow these steps:

- 1. Open the Google Play Store app on your phone.
- 2. Search for "JioPay Business" and select it.
- 3. Tap "Install" to download and install the app.

Alternatively, you can download the JioPay Business App directly from https://play.google.com/store/apps/details?id=com.jiopay.business

Note: The JioPay Business App is available for Android devices on the Google Play Store.

d. I have forgotten my account password. How can I reset it?

At the time of login to the JioPay Business App/Dashboard, select the 'Forgot password' option and follow the instructions indicated to reset the password.

e. I am unable to login to the App/Dashboard. What can I do?

If you are unable to log in to the JioPay Business App or Dashboard, you can try the following:

- 1. Check your internet connection: Ensure you have a stable internet connection by switching between Wi-Fi and mobile data.
 - 2. Reinstall the app: Uninstall the JioPay Business App and reinstall it to ensure you have the latest version.
 - 3. Verify your username and password: Double-check that you are entering the correct credentials. Use the "Forgot Password" option if you need to reset your password.

If the login issues persist, kindly contact merchant support at merchant.support@jiopay.in for further assistance.

f. Why My App is crashing on my Phone?

If the JioPay Business App is crashing on your phone, try the following steps:

- 1. Check your internet connection: Ensure you have a stable internet connection by switching between Wi-Fi and mobile data.
- 2. Delete and reinstall the app: Uninstall the JioPay Business App and reinstall it to get the latest version.
- 3. Check phone software updates: Make sure your phone's software is up to date by checking for available updates.

If the app still crashes, contact merchant.support@jiopay.in for assistance.

g. Where can I see transaction details in the App/Portal?

Click on the icon in the top right corner of the App/Portal and select 'Transactions' from the option to see the transaction details.

2. JioPay Business Dashboard

a. What is JioPay Business Dashboard?

The JioPay Business Dashboard is a user interface designed for merchants to configure and operate their JioPay Business account. It provides a centralized platform for managing your business and payments. With real-time charts and analytics, the dashboard allows you to track your business performance. You can view detailed reports, monitor transaction history, and analyse payment trends. The JioPay Business Dashboard empowers merchants to make informed decisions and optimize their payment processes. It offers valuable insights and enables better control over operations. By utilizing this user-friendly interface, merchants can effectively manage their JioPay Business account and drive business growth.

b. How can I generate reports on JioPay business Dashboard?

All of your transaction/refund/settlement data can be exported as reports in Excel/Text format. You can also download daily/monthly/custom date range report from the Reports section of the Dashboard.

Maximum historical date range is for 6 months.

3. Collect link

a. How can I create Collect link?

You can create a Collect link in two ways: via API or via the Dashboard.

- API: If you have programming knowledge or developer access, you can use the JioPay Business API to generate a Collect link programmatically. We will provide you integration kit.
- Dashboard: To create a Collect link via the JioPay Dashboard:
 - o Log in to the JioPay Dashboard.
 - o Go to the Payment Links section.
 - o Click on Create Payment Link.
 - o Fill in the amount and customer details.
 - The payment link will be shared via SMS and email.

b. What are the payment modes available via Collect link?

Payment modes available via a Collect link include Cards, Net banking, Wallets, and UPI. The availability of specific modes depends on the activated payment methods for the Merchant ID (MID).

c. Can I use Single Collect link to accept payments from multiple customers?

No, you cannot use a single Collect link to accept payments from multiple customers. A Collect link is typically generated for a specific transaction and is intended to be used by a single customer to make a payment. If you need to accept payments from multiple customers, you will need to generate separate Collect links for each customer.

d. What is the validity of the Collect link?

The validity of a Collect link is 90 days by default. However, merchants can update the validity by unchecking the default expiry check box & select the validity of the Collect link. Maximum validity is 180 days and minimum can be any period as per their needs.

e. Can I create Bulk Collect links?

As of now, JioPay does not offer the feature of creating bulk Collect links. However, this is something that they are working on and it is likely to be available in the near future.

f. Is partial payment allowed?

No, partial payment is not allowed when using a Collect link. The customer can only make a payment for the specific amount mentioned in the generated Collect link. However, this is something that they are working on and it is likely to be available in the near future.

g. Can customer enter the amount?

No, the customer cannot enter the amount when using a Collect link. The customer can only make a payment for the specific amount mentioned in the generated Collect link.

4. User Management

a. Can I add sub user to JioPay Business?

Yes, you can add sub-users to your JioPay Business account by following these steps:

- Go to the "Settings" tab in the merchant dashboard.
- Click on "User Management" and provide the necessary details for the new user.
- Grant appropriate permissions based on their requirements.
- Click "Add User" to complete the process.
- The new sub-user will receive an invitation to create a password by clicking on the "Forgot Password" option on the login page.

By adding sub-users, you can manage access to your JioPay Business account more effectively.

b. How can a new sub access merchant Dashboard?

New sub user need to create a password by clicking on forgot password. Once the password is created, new sub user can login using new password on JioPay login page.

c. Can I block sub user?

- Yes, you can block/edit/delete your sub users by going into user management section inside settings tab.
- Once a user is deleted, they cannot be added again with the same cellphone number, although you can block and unblock sub users.

5. Repeat

a. What is Repeat?

Repeat is a billing system that allows consumers to make recurring payments for the usage of services provided by you. It enables automated and regular billing for ongoing services or subscriptions, ensuring a seamless payment experience for your customers. With Repeat, you can streamline your billing process and securely collect payments on a recurring basis.

b. What are the payment methods supported for Repeat?

Cards and UPI

The payment methods supported for repeat payments are cards and UPI (Unified Payments Interface). These widely-used payment options provide convenience and flexibility for customers to make recurring payments for their subscriptions.

c. What is the maximum amount for debit without 2FA in subsequent payment?

As per the RBI (Reserve Bank of India) guidelines, you can debit a customer without the requirement of two-factor authentication (2FA) for subsequent payments up to a maximum amount of ₹15,000/-.

*Amount subjective to change based on RBI guidelines.

d. I want to give my customer a free trial, would that be possible?

You can offer your customers a free trial using two types of mandate registration:

- Standalone: A nominal amount (e.g., ₹2) is deducted and refunded to the customer. After the free trial period, you can start debiting the customer.
- Inline: The customer is charged and the subscription starts immediately.

These options allow you to provide free trials and manage subscription billing based on your preferences.

e. Can I create Repeat via dashboard?

No, currently Repeat is supported via on-demand API.

f. Will you be able to manage my subscriptions?

You will need to manage your subscription plans yourself using the available on-demand APIs provided by JioPay Business. These APIs offer the necessary functionality to create, manage, and handle subscriptions for your customers.

6. Campaign

a. How can I create campaign?

To create a campaign, follow these steps:

- Log in to the JioPay dashboard.
- Navigate to the Campaigns section in the menu on the left.
- Click on "Create Campaign" and configure it according to your business requirements.
- Once you have set up the campaign, click "Publish Now" to make it live.

If you have any questions or need assistance, you can reach out to merchant.support@jiopay.in

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b. How can I edit campaign?

To edit a campaign in the JioPay dashboard, follow these steps:

- Go to the Campaigns section in the JioPay dashboard.
- Select the specific Campaign ID that you want to edit.
- Make the required changes in the Offer configuration.
- Save the changes.
- The campaign will be updated and published with the modified settings.

c. How can I pause/stop campaign?

To pause or stop a campaign in the JioPay dashboard, follow these steps:

- Go to the Campaigns section in the JioPay dashboard.
- Select the specific Campaign ID that you want to pause or stop.
- Choose the option to pause or stop the campaign based on your business requirement.
- If you pause a campaign, it can be re-enabled later until its expiry.
- If you stop a campaign, it cannot be re-enabled again.
- The campaign will be updated and published with the changes.

Pausing or stopping a campaign allows you to temporarily suspend or permanently end the promotional activities associated with it.

7. Settlement

a. What are settlements?

Settlement is the process through which you receive funds in your bank account for the money collected from your customers for a particular product/service. Settlement frequency may vary based on your agreement with JioPay Business. It is generally processed on T+1* working days (T being the date of capture of payment).

b. How to check settlements in my bank account?

A Unique Transaction Reference (UTR) number is given by the banking partner for each settlement. UTR can be viewed by clicking on the settlement ID in the section or downloading the settlement report. You can use the UTR number to track the settlement in your bank account.

c. What should I do if I'm not receiving my settlements?

The settlement cycle is usually T+1* working days (T being the date of capture of payment). In case the settlement has not been credited to your bank account as per your settlement frequency, we recommend you follow the steps mentioned below:

- Login to the JioPay Business App or Dashboard and visit the My Profile section.
- Check if the settlement information on your profile is the same as the one you are checking for the receipt of settlement funds from JioPay.
- If the settlement information on the page is correct, then check your bank account for any credit transaction from 'JioPay' or 'JPSL' or 'Reliance Payment Solutions'. Please don't worry your money is safe with us. If you don't receive your money within two days, kindly contact JioPay Business Merchant support. If the settlement account is different, please send a request to

merchant.support@jiopay.in for updating the settlement account with the attached cancelled cheque as a proof.

d. I believe that I have received partial or incorrect settlement in my account?

If you believe that you have received a partial or incorrect settlement in your account, please follow these steps to investigate the issue:

- Login to the JioPay Business App or Dashboard.
- Visit the 'Transactions' section on the App, or the 'Report Section' on the web Dashboard.
- Filter the date of payments for which you have received the incorrect settlement.
- Add the amount for all transactions which are tagged as 'Success'.
- Check if the same amount post deducting the transaction processing fees and taxes has been deposited in your linked Bank Account.
- If you have not received the same amount, contact us at merchant.support@jiopay.in.

e. How do I Update settlement bank account number?

To update your settlement bank account number, email merchant.support@jiopay.in with your registered mobile number and the details of your new bank account. Attach a cancelled cheque as proof. The support team will assist you further.

f. Do I have to do manual settlement for my account every day to get the funds for payments collected by me?

No, as a JioPay Business merchant, you do not need to manually initiate settlement or batch closure for your account. The process of settling funds for the payments collected by you is automated. The unsettled transactions are automatically settled in your bank account based on your settlement cycle, without the need for any manual intervention from your side.

g. Why is my settlement on hold for some transactions?

We understand that you would be concerned about the hold on your settlement. We would like to assure you that holds on settlements are a standard practice in the payment processing industry and are put in place to ensure the security and integrity of your transactions.

Our compliance and risk teams monitor the transactions for various risks. These holds are usually temporary and typically last for a few business days while we conduct a thorough review of your

transactions. Our teams might reach out to you on your registered email-id/mobile number for certain clarifications. Once a satisfactory response has been received we will release the funds to your account as per the agreed frequency.

8. Refunds

a. How can I issue refunds to my customers for any payments made by them?

To issue refunds using the JioPay Business App or Dashboard, follow these steps:

- Login to the app or dashboard.
- Locate the transaction for refund.
- Select the transaction and choose "Refund".
- Enter the refund amount (full or partial).
- Confirm the refund request.

Refunds can be issued up to the value of the original transaction and within 180 days from the transaction date, subject to availability of sufficient settlement amount.

b. How to check the status of refund?

You can check the status of the refund under refund tab on dashboard. Refund is successful processed if the refund status is Accepted or Success.

c. How to check ARN for refund?

There are two ways to check this

- 1. You can check the ARN inside refund history tab on dashboard.
- 2. You can search for the transaction for which refund has been processed. Click on the transaction and you can find refund details at the bottom.

d. What should I do if refund is not credited in my customer's account?

If a refund is not credited to your customer's account, please keep the following in mind:

- 1. Refund Deduction: The refund amount will be deducted from any pending settlements in your account. If there are no pending settlements, the refund will be on hold.
- 2. Settlement Availability: The refund will be processed when a new payment is received from another customer for an amount equal to or greater than the refund amount.

For example, if you try to refund Rs. 100 to customer X but have no pending settlements and no new payments, the refund will be on hold. Once a new payment is received, the refund will be processed and credited to the customer's account.

Please ensure that you have pending settlements or new payments to cover the refund amount. For further assistance, contact merchant.support@jiopay.in.

e. Can I cancel a refund?

Once a refund has been processed successfully, it cannot be cancelled. The refunded amount has already been transferred to the customer's account, and the transaction is considered final. It's important to double-check the refund details before initiating the process to ensure accuracy. If you have any concerns or need further assistance, please contact merchant.support@jiopay.in.

f. Do you charge for refund?

We do not charge for refunds. However please note that the processing charges levied by JPSL for the original payment will not be reversed.

g. Can we do bulk refund?

Yes, you have the option to perform bulk refunds using the JioPay dashboard. You can upload a refund file in the format specified on the dashboard. Once the file is uploaded, the system will process the refunds and provide you with the number of successful and failed refund records.

h. What are the steps for Bulk refund?

To process bulk refund please follow below steps:

- Go to refund section and click on initiate bulk refund & download the sample file.
- Mention your Merchant ID in the entity column.
- Enter Method type as 211.
- Enter transaction ID under original transaction ID.
- Enter transaction amount under original transaction amount.
- Enter refund amount that has to be processed under amount section.
- Save the file with the given naming convention jfs_yyyymmddhhmmss_mid_recordscount
 - o jfs is static field.
 - o yyyymmddhhmmss is year, month, day, hours, min & seconds.
 - o mid is your merchant ID.
 - o record count is the refund count.
 - Please ensure you follow above steps for successful refund processing.

i. Do we have a format for bulk refund report?

Yes, there is particular format for Bulk refund report which you can download from merchant Dashboard. You can go to refund section and click on initiate bulk refund & download the sample file. Any deviation from the standard format will lead to failure of bulk refund.

j. Is partial refund allowed in bulk refund?

Yes, Partial refund is allowed. You can add partial refund amount in the amount section of refund file.

k. Can we reprocess failed record in bulk refund?

Yes, if any records in the bulk refund file fail to process successfully, you can reprocess those failed records by uploading a new file with the corrected information. Simply create a new file with the failed refund records, ensuring that it follows the required format, and upload it again through the JioPay dashboard. The system will process the new file separately, allowing you to retry the refund for the failed records. Make sure to address any errors or issues that caused the initial failure to increase the chances of successful processing in the reupload.

9. Notifications

a. How can I disable SMS notification from dashboard?

For disabling SMS Notification you can follow below steps.

- Go to settings tab & select user management.
- Click on Action and select edit permission for whichever user you want to disable notification.
- Uncheck the notification permission check box & click on save changes.
- Now notification are disable for this users.

*Note: only admin or users who have user management permission can change permissions of other sub users.

b. How can I add new number for SMS from dashboard?

For adding new number for notification you can follow below steps.

- Go to settings tab & select user management.
- Click on Add new users.
- Enter name, mobile number of the user.
- Give notification rights in Access rights & click on add user.
- Now new mobile number is added for SMS notification.

*Note: only admin or users who have user management permission can change permissions of other sub users.

10. Voicebox

a. What is the JioPay VoiceBox?

The JioPay VoiceBox is a Voice audio device that provides instant audio confirmation for UPI payments made on the device. It functions as a portable speaker and offers Jio SIM connectivity. Additionally, it has the capability to provide add-on services based on your specific needs.

b. How does the VoiceBox work?

Once activated, your JioPay VoiceBox will automatically provide instant audio confirmation for UPI payments made via the VoiceBox

QR. The device is mapped to your Merchant ID and linked with your bank account.

c. How does JioPay VoiceBox compare with other devices?

JioPay VoiceBox has some unique features that make it stand out from other devices, such as:

- Superior battery life.
- Exclusive entertainment content*
- Premium device.
- Voicephone app to control VoiceBox.
- Battery & Network signal indicators.
- 4G high-speed network connectivity.
- Reliable for noisy outdoor use.
 *TnC apply

d. How do I get a new VoiceBox?

To get a new JioPay VoiceBox, please email merchant.support@jiopay.in with details of your contact number, store address. The VoiceBox is currently available for select merchant businesses.

e. Is doorstep installation included with the JioPay VoiceBox?

Yes, doorstep installation is included with the JioPay VoiceBox. When you purchase the device, you can expect the installation process to be convenient and hassle-free. A representative or technician will come to your onboarded location and assist you in setting up the Voice speaker. This ensures that you can use the device without any difficulty or confusion. The doorstep installation service adds convenience and ensures you can enjoy a smooth and seamless setup experience for your JioPay Voicebox.

f. How can I set up the JioPay VoiceBox?

Assisted activation will be done by the JioPay agent installing the Voice box.

JioPay agent will scan the Voice box Device serial number QR and the UPI ID QR.

JioPay agent will input the merchant's personal banking UPI ID/scan the UPI QR for one-time payment + monthly payment mandate setup.

Merchant will receive a notification on his UPI app for authorising the one-time payment + monthly payments.

On successful authorization, one-time payment amount will be debited from the merchant's UPI linked bank account.

On one time payment confirmation, Voice box will be activated against the merchant's settlement bank account for payment collection.

Agent will do a test transaction to verify the setup.

Self-activation of Voice box can be done by merchant via JioPay Business app[Coming soon...]

Download the JioPay Business app from Android Play store [https://play.google.com/store/apps/details?id=com.jiopay.business].

g. Can I use any SIM in the VoiceBox?

The VoiceBox is equipped with a pre-activated Jio SIM, which is specifically designed for use with the device. It cannot be used with other devices, and the VoiceBox does not support other operator SIM cards or Jio SIM cards with voice/data. If you encounter any connectivity-related issues with your VoiceBox, please contact merchant.support@jiopay.in for assistance. They will be able to provide further guidance and support to resolve any connectivity problems you may be facing.

Required information for trouble shooting voice box as below:

- Registered Mobile No.
- RSN/Device ID of the device available on the rear of the voice box.
- VPA/UPI ID of voice box.
- Issue/Problem Category.
- Issue/problem description.
- Snapshot/Picture(if applicable).

h. What if I would like to return /replace the VoiceBox?

If you would like to return/replace the VoiceBox, please contact the JioPay executive or reach out to

<u>merchant.support@jiopay.in</u> . They will provide you with the necessary instructions and assistance for returns/replacements and cancellation.

Required information for raising a return/replacement support ticket as below:

- Registered Mobile No.
- RSN/Device ID of the device available on the rear of the voice box.
 - VPA/UPI ID of voice box.
 - Issue/Problem Category.
 - Issue/problem description.
 - Snapshot/Picture(if applicable).

i. Can the JioPay VoiceBox be used in noisy environments?

Yes, the JioPay VoiceBox is designed to provide clear and high-quality audio confirmation for payments even in noisy environments. Its audio output is optimized to deliver loud and audible notifications, ensuring that users can receive payment confirmations and alerts effectively, regardless of background noise. This feature enhances the usability and reliability of the device, allowing users to receive notifications and confirmations without any inconvenience, even in crowded or noisy surroundings.

j. What are some measures to take to keep the voice box in good working condition?

- o Keep the voice box free of dust and dirt.
- Protect against the heat. Keep loudspeakers away from any heat source and out of direct sunlight.
- o Ensure to use the voice box after charging for sufficient time.
- Use the voice box at a place with adequate network to prolong batter life.

k. What type of transactions will VoiceBox announce?

VoiceBox will only announce successful UPI transactions. It will not announce failed or pending transactions.

I. What type of transactions can be supported/voiced out?

The VoiceBox can support and voice out transactions made through all UPI applications, such as MyJio, BHIM, Google Pay, PhonePe, Paytm, and other supported banks.

m. What type of languages are supported for announcements?

The VoiceBox initially supports announcements in English and Hindi. However, there are plans to expand language support and include 12 other regional languages in the near future.

n. How can I change the language of announcements?

You can change the supported language of the announcement from the JioPay Business app. You can download the app from Google Play Store: Jiopay business.

o. How do I replay the last transaction on the VoiceBox?

To replay the last transaction on the VoiceBox, simply press the function button once. This action will trigger the VoiceBox to replay the details of the last transaction.

Most recent transaction (in the last 7 days) will be replayed on pressing the function button. If the last transaction was done prior to 7 days, no information will be played out.

p. My VoiceBox is not working, what should I do?

- Try restarting the device using power buttons.
- o Wait for the device to say "Device is ready".
- Check the network LED indicator to see that it is stable and not blinking.

Carry out a test transaction of Rs.1 from any UPI app, once payment is successful wait for a payment alert.

If your VoiceBox is still not receiving alerts or not powering on, please send an email to merchant.support@jiopay.in with details of your registered merchant mobile number, device details. Describe the issue you are experiencing with your VoiceBox in the email, providing as much information as possible. The JioPay merchant support team will review your email and provide further instructions or assistance to resolve the problem.

Required information for trouble shooting voice box as below:

- Registered Mobile No.
- RSN/Device ID of the device available on the rear of the voice box.
 - VPA/UPI ID of voice box.
 - Issue/Problem Category.
 - Issue/problem

q. What if my VoiceBox is not charging?

If your VoiceBox is not charging, please ensure that the supplied charger is connected to a power supply and that the USB connector is properly plugged into the VoiceBox. Check for any visible damages or issues with the charger or USB cable. Try using a different power outlet or charger to eliminate any potential problems with the power source. If the issue persists, please contact merchant.support@jiopay.in for further assistance

r. How do I power on my VoiceBox and verify it is operational?

To power on your VoiceBox and verify its operational status, follow these steps:

- 1. Locate the power button on your VoiceBox.
- 2. Press and hold the power button for a few seconds.
- 3. Release the power button once you see or hear indications of the device powering on.

s. What if the device is not turning on?

- Connect your device to charger and let it charge for 10-15 mins.
- Long press power button to turn on the device.
- o Power LED should turn ON indicating device is switched on.

t. What if device is not getting connected to network?

- o Restart the device using power buttons.
- Try locating the device to an open area with better mobile connectivity.
- Check network LED. Once network LED stops blinking network is stable.

u. What are the charges for the VoiceBox?

The charges for the VoiceBox include a one-time setup fee that is payable at the time of installation or activation. Additionally, there is a recurring monthly subscription fee for the services provided by the VoiceBox. The monthly subscription fee will be debited from your account.

v. How can I get an invoice for the payment made?

You can obtain the invoice for the payment made towards the VoiceBox subscription directly from the JioPay Business app.

w. How do I control the volume of the JioPay VoiceBox?

- Check the power indicator LED if the Voice box is powered on.
- To increase/decrease the volume by one point single press the Vol+/Vol- button.
- To maximize/turn off the volume long press the Vol+/Volbutton.

x. How do I check the battery level of the JioPay VoiceBox?

- Check the power indicator LED if Voice box is powered on.
- Single press the power button to read out Battery level.

y. Below power LED indications can help you regarding the battery status of the device:

o Charging: RED

Low battery (Below 15%): AMBER

Fully charged : GREEN

 Battery less than 5% - Blinking in AMBER – charge the device immediately to avoid device switching off.

11. DQR

a. What should a store manager do on receipt of JioPay DQR standee?

After receipt of device, the store manager is supposed to do the following activity -

- He needs to do GRN entry.
- Watch DIY Video on device installation.
- He should match the devices to billing system One device per billing system. If mismatch then he should report the same to the RRL support team and his cluster managers.
- Connect device to USB port of the billing system, as shown in the video.
- Do the "Sign out" and "Sign" in the billing system/RPoS application.
- Same step to be followed for each of the billing systems/RPoS application in his store.

b. Who will send the store manager the JioPay DQR?

The devices would be dispatched by the local State Digital DC.

c. What if the neighborhood smart point have it and a particular store manager doesn't have it.

The store manager should reach out via the RRL team based out of RCP by writing to merchant.support@jiopav.in.

d. What if the DQR device is defective?

The store manager should reach out to the RRL support team or write an email to merchant support [
merchant.support@jiopay.in] – Please specify the details the store manager needs to include while sending such emails.

e. What if the store manager has received excess or lesser number of devices?

The store manager would have to share this information with RRL Support team. Accordingly, return or delivery of additional devices would be planned. Please mention the email ids along with the details store manager has to add while sending such emails.

f. How do I start using the DQR device for transactions?

- It is a plug and play device. The store manager would have to connect the USB port of the device to the USB port of the RPoS Billing system.
- Further, the screen will appear and the store manager would have to do "signout" and "sign in".
- After that, the store manager can do a Re1 test transaction and select "JioPay UPI DQR" option at the time of checkout as MOP. The DQR code would then generate instantaneously on the DQR Device. He may then scan and pay using any of the UPI/BHIM applications.
- In case of any issues, the store manager may connect with RRL Support team or write a mail to merchant.support@jiopay.in.

g. What all UPI payment applications/options would JioPay DQR support?

Customer can make payment via any of the UPI applications such as MyJio, PhonePe, GPay, Paytm, etc.

h. What if the DQR is not working after connecting to RPoS Billing System?

The store manager may reach out to merchant support team merchant.support@jiopay.in. Please mention the details store manager has to provide while raising such concerns.

i. How to initiate refund in normal DQR transactions

- Store manager to mandatorily raise call log with transaction details [RRN, Amount, Transaction date, MOP=Jiopay UPI DQR] with central refund team ARR.Refund@ril.com.
- Refund process is similar to existing process. Refund is processed via central refund team ARR.Refund@ril.com.
- In case of excess credit, Refund team will process the refund and customer will get the credit after refund initiation in T+2 days.

j. Will there be any training provided on the usage of DQR?

- Training on DQR would be a one-time activity and would be communicated to them by their cluster heads or RRL support.
- However, any feature addition or update on the product would be communicated to them through DIY videos, or store communications by RRL Support team.

k. In case of transaction timeout how to check if money is credited or not?

The store to click on Check Status to understand transaction status. In case, the status is still not confirmed and there is timeout, then merchant should cancel the order and create new order. The customer would have to make the payment again. The earlier payment (if made) would be refunded back to customer.

I. How will the settlement happen in case of payment made by customer via DQR?

T+1 day settlement to RRL settlement account.

m. When to use "Cancel" option in check status?

- This option should be used when the Cashier initiated the payment, but customer has not started payment from his end. Following scenarios to be considered
 - Customer wish to add more products.
 - Customer has not started the payment.
 - Customer wish to change the MOP.
 - Payment failed at customer side, and he wants to change the MOP.

n. When not to use "Cancel" option? Scenarios where cancel option should not be used

- Payment initiated but it is pending due to network or some other issue. Following scenarios to be considered
 - o Please wait until it's either failed or success at customer end.
 - Request customer confirmation on transaction before using cancel option.
 - Customer side payment is successful and confirmation is not received at RPOS, after 2 mins of timeout.

12. Partner program

a. Why should you consider becoming a part of the JioPay Business Partner program?

The JioPay Business Partner Program stands as one of the most rewarding B2B programs in India. As a JioPay Business partner, you not only have the opportunity to earn unmatchable commissions but also offer a delightful and convenient digital payments experience for your customers.

b. What is the potential earning structure within the JioPay Business Partner Program?

With the JioPay Business Partner Program, you receive recurring payments based on the number of transactions processed through JioPay Business.

c. Can a business that's already registered with JioPay Business also sign up as a partner?

Absolutely, businesses that are already registered with JioPay Business can certainly extend their engagement by enrolling as partners.

13. P2PM / Low KYC merchants

a. Who are P2PM Merchants?

- P2PM Merchants are the merchants who are on boarded with, low KYC details such as Proof of Identification and Address however without Proof of Business (PoB). The following documents are required to onboard as
 - i. Aadhar card/DL
 - ii. Bank Account Details (Penny Drop Verification)
 - Such merchants have a monthly cumulative Inward UPI Transaction limit of ₹ 1,00,000/- only, for accepting payments. Additionally, daily limit and transaction limit is kept 25,000/- per day and 10,000/- per transaction, respectively by NPCI. However, these limits could be revised from time to time as per NPCI instruction.
 - Any more transaction which breaches the above-mentioned respective values won't be processed by Jiopay and would be declined. In such case customer will not be debited nor will there be any credit to the merchant.
 - Such Merchants can upgrade themselves to P2M merchant on request. However, if any such merchant crosses ₹ 1,00,000/- monthly for 3 consecutive months then Jiopay team will upgrade such merchant mandatorily to P2M subject to the merchant providing documents necessary for P2M specific KYC.

b. What are Limitations of being a P2PM Merchant?

- P2PM merchants have a monthly cumulative Inward UPI Transaction limit of ₹ 1,00,000/- only, for accepting payments.
- Furthermore, daily limit and transaction limit is kept 25,000/-per day and 10,000/- per transaction only, respectively by NPCI.

However, these limits could be revised from time to time as per NPCI instruction.

• Any more transaction which breaches the above-mentioned respective values won't be processed by Jiopay and would be declined. In such case customer will not be debited nor will there be any credit to the merchant.

c. What are benefits of becoming a P2M merchant?

P2M merchants can be able to accept payments with adjustable higher limits on transaction value (Basis the MCC & risk rules applicable to merchant).

d. How long would it require to become P2M merchant after upgradation request?

Post Upgradation Request, It would take around 24-48 hours to process the request, subjected to the fulfilment and validity of the documents submitted. Such merchants shall get an alert on Successful KYC upgradation

e. What if a P2PM Merchant merchants breaches ₹ 1,00,000/-monthly limit?

- P2PM merchants have a monthly cumulative Inward UPI Transaction limit of ₹ 1,00,000/- only for accepting payments. Any more transaction which breaches this value won't be processed by Jiopay and would be declined. Thus, such merchants won't be able to accept payments until next month OR it has upgraded itself to P2M KYC Merchant.
- However, If the ₹ 1,00,000/- monthly limit is breached for 3 consecutive months, then in that case Jiopay team along with the merchant needs to upgrade such merchant mandatorily to P2M KYC Merchant as per NPCI guidelines. Further transactions could be blocked until the merchant is upgraded to P2M KYC merchant.

f. How to change the settlement account?

i. Via Chatbot: Go to "Account management menu" -> Select "More about Account management" -> Select "Modify Settlement account" -> Select Request to Update Account Details -> Select the MID -> Attach the Picture of Passbook/Cancelled check -> Submit. A

ticket shall be created whose status would be visible in the Ticket Status section in the Chatbot

ii. Via Mail: Send a mail at merchant.support@jiopay.in. with your MID, Bank Account no., IFSC Code and a Picture of Passbook/Cancelled check. The Subject of the mail should be "Settlement Account Change Request for MID: <Enter MID>"

JioPay Business

Jio Payment Solutions Limited

(formerly known as Reliance Payment Solutions Limited)

Registered Address:

5th Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai - 400 002, India

Corporate Address:

2nd Floor B Wing, Building 25, Dhirubhai Ambani Knowledge City, Kopar Khairane, Navi Mumbai –400 710, India

About Us

JioPay was created with the sole intention of creating a product that could revolutionize payments, facilitate quick and simple transactions without having a complex integration process for our users - the merchants of India. JioPay offers simple, self-service products for merchants and businesses of all sizes to accept payments online from their customers.

JioPay products are tailor-made to the business needs of merchants in Bharat.

With JioPay, merchants can accept payments from all digital modes including Cards of all types, UPI, Netbanking, Wallets and Bill Now, Pay Later among others

Complaint Resolution and Escalation Matrix

Level 1: Customers can lodge their queries, requests, complaints and feedback at care@jiopay.in. All queries, requests, complaints and feedback received from the customers will be attended promptly and in any case within 10 working days from the date of receipt.

Level 2: In case of non-redressal of complaint within the specified time period or unsatisfactory resolution at Level 1, customers can escalate the matter to Ms. Kausar Hasan (Nodal Officer) by sending an email at

<u>nodal.officer@jiopay.in</u>. Nodal Officer will get back to the customer within 10 working days from the date of escalation.

Level 3: If the customer is not satisfied with the resolution provided or the customer does not receive any resolution within one month from the date of complaint, customer can approach the 'Ombudsman for Digital Transactions' for an independent review. The details of and the procedure for filing complaint with the 'Ombudsman for Digital Transactions' are available at https://rbidocs.rbi.org.in/rdocs/Content/PDFs/OSDT31012019.pdf

For more details on Complaint Resolution and Escalation Matrix, kindly refer to our Grievance Redressal Policy at https://jiopav.in/docs/Grievance/Grievance-Redressal-Policy.pdf

Our Products

Our platform with its suite of fully integrated products enables you to accept payments seamlessly from your users, be it on websites or in-store.

- PAYMENT GATEWAY
- POINT OF SALE
- UPI HUB
- BILLER CENTER
- BUSINESS APP

1. Payment Gateway

Collect payments online on your own custom website or through tailored links

and pages

Safe and secure transactions

Popular payment modes

Optimized for web and mobile

100+ Payment Methods Supported

JioPay Payment Gateway Products

Direct

Get paid by your users anytime and anywhere

Checkout

Offer mobile-first payment experience for superior experience

Vault

Tokenise cards compliantly for seamless transactions in the future

Collect

Create digital payment links after fulfilment

Repeat

Bill users automatically on a recurring basis

Campaign

Run campaigns on the payment methods that your users have

Console

Exercise complete control over your business

1 QR

Display QRs online or in-store to collect payments from users

JioPay Business App

Start accepting UPI payments from your customers instantly irrespective of which UPI app they use.

Developer centric product

Integrating with JioPay lets you offer your users multiple ways to pay – and we're adding more frequently. Build and test with Jio Pay on sandbox. When you're done, start collecting user payments instantly Why use JioPay?

Increase conversions

Better your sales and retention with our carefully crafted checkout experience

Widen your presence

Reach millions of unique users across different parts of the country

Mitigate risk & secure data

Prevent fraudulent transactions while processing genuine orders

Omni channel experience

Create unique experiences that are specific to your product

Everything your business needs

Jio Pay has the ideal solution for your business needs. Our innovation at scale, experience and immense understanding of the Indian market can do wonders for your business. Be it marketplace payments, subscription payments or ondemand payments on the go, we help deliver the best experience for your users.

We do it all!

- o Process User Payments
- o Fraud & Risk Protection
- o Reconciliation & Settlement
- o Access Business Insights
- o Comprehensive Support
- o Onboard for Payments
- o Support for Integration

300 Million+

Transactions processed

100K+
Unique merchants
7 Million+
Cards tokenized

2. Point Of Sale

A smart terminal to accept in-store payments from multiple payment modes

including Cards and UPI

Accept payments

Generate UPI QRs

Design campaigns

Critical insights

The smartest way to accept in-person payments

Accept payments:

Accept payments from any payment method

Send payment links:

Collect payments online after service fulfilment

Design campaigns:

Run offers and convert footfalls to purchases

o Generate UPI QRs:

Generate QRs specific to a transaction instantly

o Critical insights:

We convert your data to information for you to act

Simplify payment operations:

One view for payments, online or in-store

Modern smart devices meets state-of-the-art software and

infrastructure

Our platform with its suite of fully integrated products enables you to accept payments seamlessly from your users, be it on websites or in-store.

JioPay 1QR

Choose a QR product from the comprehensive suite of solutions that JioPay offers. Deploy a static QR or generate one for each transaction for either in-

store or after-delivery to collect payments from your users. You can also opt to deploy the JioPay digital standee to add that additional zing to your store.

3. UPI Hub

A comprehensive platform that lets you collect payments using the versatile

UPI as a payment method

Accept payments

Generate UPI QRs

1 QR

Payment links

Experience the versatile suite of UPI products from JioPay

Accept payments:

Accept payments from any payment method

o 1QR:

The QR that does it all and accepts all payment methods

Critical insights:

Understand critical information and make the right decisions

o Generate UPI QRs:

Generate QRs specific to a transaction instantly

o Payment links:

Collect payments online after service fulfilment

Truly Omnichannel

Blur the lines between your online and offline business and their respective payments with JioPay UPI Hub

Go above and beyond

Push the boundaries with JioPay UPI Hub. Issues your own handles to your users and unlock the untapped potential of the UPI platform MyBusiness@jiopay

JioPay Business App

Start accepting UPI payments from your customers instantly irrespective of which UPI app they use.

4. Biller Center

A platform that enables payment acceptance for recharges and bill payments of service providers

Collect payments

Easy Operations

Superior Reach

Send payment links

Collect payments seamlessly from your users for your entity

Collect payments:

Collect payments from users as a biller organization

Superior Reach:

Reach multiple user personas across the country

Easy Operations:

Collect payments digitally and reconcile automatically

Send payment links:

Collect online on-time via a secure Payment Gateway

Collect easily across Bharat

JioPay Biller Center helps you connect to BBPS which makes payment collection across the country easy and effortless.

Enable your users to pay for different services

If you are a business looking for ways to allow your users to pay bills of different essentials and utilities, we have you covered

5. JioPay Business App

Simple, instant UPI payments from your customers Offline Payments

Auto Reconciliation & Settlement

1 OR

Transaction Summary

Simple, instant UPI payments from your customers

Start accepting UPI payments from your customers instantly irrespective of which UPI app they use.

o Quick sign-up using mobile number & bank account

- o Generate/Download your QR code
- Ask customer to scan the QR and accept payment from any UPI app

Accept payment from all UPI apps

Quick Sign-up: Instant 2-step process

Offline Payments: Download UPI QR code to accept payments when you're offline

Omnichannel Payments: Accept from users walking-in to the store and homedelivery orders

Auto Reconciliation & Settlement: Get the money instantly credited to your linked bank account

Transaction Summary: View summary of all transactions

All-in-One QR: Accept UPI, Cards, Netbanking, Wallets, Pay Later & Sodexo (Coming Soon)

Quick & simple way to accept UPI payments

Download the app from Google Playstore and start accepting payment

Offline or online payments basis your choice

Download the UPI QR code in your phone for offline payment acceptance or instantly generate the dynamic QR in-app for customers to scan and make payment

Quick Reconciliation of your daily sales & settlement

Browse through the transaction history & settlement history to understand your daily sales and settlement

Why JioPay?

We are obsessed with technology and use it extensively to solve the payments needs of your business

Versatile

Multiple feature launches, optimizations and improvements through the year to ensure you are always ahead of the curve

Comprehensive

Reduce your operational expenses using our fully managed platform that is designed for Security, Reliability and Scale

Compliant

JioPay meets the highest standards to meet compliance needs and reassure your decision to choose us

Robust

Our integration with multiple institutions ensures the best fail-safe to deliver superior success rates and uptime

Privacy Policy

1. PREAMBLE

Jio Payment Solutions Limited (formerly known as Reliance Payment Solutions Limited) ("JPSL") is committed to protecting your privacy. This Privacy Policy describes how JPSL collects, use, share and safeguard your Personal Information received from you. This Privacy Policy shall be construed in accordance with the provisions of Indian laws and regulations including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 under the Information Technology Act, 2000 for collection, use, storage, transfer, disclosure of Personal Information (as defined below).

2. CONSENT

We process your Personal Information with consent. By using any of the JPSL services and/or using/downloading/accessing IPSL app, IPSL website, applications, platforms, JPSL's service providers platform ("Platform") you consent to the processing of your Personal Information by the IPSL in accordance with this Privacy Policy. Your products' terms and conditions will cover specific matters in addition to this Privacy Policy and this Privacy Policy does not limit any of those specific matters or any other consent that you may have given or may give to or for the benefit of the IPSL. Therefore, please also read such specific terms and conditions in relation to the products and such other consents, wherever applicable. JPSL reserves the right to amend this Privacy Policy from time to time and shall publish such amendments on the Platform. Please review the policy from time to time periodically to keep yourself updated and aware about any changes/amendments to the Privacy Policy. If you do not agree with this Privacy Policy, please do not access/use/download any of the IPSL services and/or using/downloading/accessing JPSL app, JPSL website, applications, platforms, JPSL's service providers platform.

3. APPLICABILITY

This policy is applicable to Personal Information collected by JPSL directly from you and /or JPSL's holding/ultimate holding and/or subsidiary companies and/or group companies and/or its affiliates and/or partners and/or third party service providers ("affiliates") and/or Platform. Also JPSL receives such Personal Information from various sources which is including but not limited to customer application forms, transactions made by customer using JPSL services, transactions with third parties, online service, contests, promotions, schemes, employers, customer reviews, complaints etc.

4. PERSONAL INFORMATION

During course of your association with JPSL, JPSL will collect and store your Personal Information. Personal Information shall mean information that could reasonably be used to identify you personally. This includes, but not limited to the following ("Personal Information"):

- 1. Information which you may provide during the registration process such as Name, Phone Number, Email Address, Communication or Permanent Address, date of birth, identification number, mobile number, occupation, assets and income, account balances, payment history, account activity, creditworthiness.
- 2. Photograph and/or any other personal document provided during registration or during the profile update such as proof of identity, proof of address, information about mobile phone, electricity connection, television/direct to home service and any other information which you provider for availing services from the JPSL.
- 3. Usage logs and/or Transactions performed and related information which can identify you as an individual through your customer ID or other relevant unique identifier.
- 4. IP Addresses.
- 5. Access Information about your actual location using third party services which may include accessing your location, IP address, GPS location etc.
- 6. Media Access Control address.
- 7. Device specific information or identifiers such as IMEI, OS specific identifiers.
- 8. Usage logs/ Server logs/ Cookies having Personal Information and Sensitive Personal Information.

- 9. Any other Sensitive Personal Information, such as -
 - 10.Passwords.
 - 11. Financial information, such as details of JPSL account, card holder name, card expiration date, cvv number, credit card, debit card, or other payment instrument details, financial transactions etc.
 - 12. Medical records and history.
 - 13. Biometric information.

This information can be in electronic or physical format.

Any comments, messages, feedback, complaints blogs, scribbles etc. posted /uploaded /conveyed /communicated by you on the public sections of the application becomes published content and is not considered Personal Information and/or Sensitive Personal Information. Any Sensitive Personal Information i.e. freely available or accessible in public domain or furnish under the right to information act or any other law shall not be treated as Sensitive Personal Information.

5. USE OF PERSONAL INFORMATION

JPSL may collect, use, store and transfer your Personal Information including Sensitive Personal Information for the following purposes:

- 1. Verification of your identity, access and any other services you may avail from JPSL including consent to link or access payment services of other financial institutions.
- 2. Provisioning of products/services, testing or improvement of services, recommending various products or services of the JPSL to you, including that of affiliates of JPSL.
- 3. Processing your requests, transactions, enquiries and complaints, customer services and related activities.
- 4. For provision, operation, processing or administration of any of the services provided to you including responding to your complaints/requests.
- 5. Communicating to you about bills, invoices, existing or new offers, content, advertisements, surveys, key policies or other administrative information of the JPSL

- 6. For data processing, statistical or risk analysis and for analytics and review for improvement of the product/services.
- 7. Improving your experience while using the application by presenting advertising, products and offers tailored to you.
- 8. For designing and marketing, JPSL products/services and its affiliates products/services.
- 9. To enable the proposed assignee/transferee of the JPSL to evaluate the assignment/transfer.
- 10.To manage JPSL's business and offer good experience on Platform and third party websites/mobile apps.
- 11. For any incidental and associated purposes relating to the JPSL services.
- 12. For checking your interest in JPSL's services.
- 13. To protect the JPSL from any fraud, error, criminal activity etc.
- 14.Ensuring adherence to legal and regulatory requirements including but not limited to for prevention and detection of frauds and crimes etc.
- 15. For collection of debit and assisting any other financial institutions in relation thereto.
- 16. For conducting risk management.
- 17. For sharing with clearing houses, payment intermediaries, payment mechanism.

JPSL may share Personal Information with its affiliates for providing JPSL services effectively and/or for offering various affiliate products to you.

6. DISCLOSURE

- 1. JPSL shall not use or disclose Information for purposes other than as mentioned in this policy, except with the consent of customer providing such Information or as required by law.
- 2. In a scenario where JPSL or JPSL's assets are merged or acquired by the other business entities, or during restructuring of business or reorganization, JPSL may share Personal Information provided by you to such business entities. If any such an event occurs the other business entity or the newly combined business entity will ensure safeguarding of your Personal Information.

- 3. JPSL engages a number of vendors, consultants, contractors and take support from its affiliates for providing services to you. JPSL may provide limited access of your information to such partners to enable them to provide the services subscribed by you.
- 4. JPSL's affiliates and their employees operate under a contract and strict security & confidentiality restrictions. JPSL take adequate measures to ensure that JPSL's affiliates adopt appropriate level of security practices and procedures to ensure security of your Personal Information.
- 5. JPSL may share your Personal Information with government/government authorities or agencies/legal / regulatory authorities/courts a) as and when demanded by these authorities b) as per/ to comply with applicable laws/applicable regulations c) to comply with legal process/court orders/judgements/notices etc. d) to enforce applicable terms and conditions accepted by you for availing services including this Privacy Policy e) to protect JPSL, JPSL's customers and affiliates rights, privacy, safety or property.
- 6. The Personal Information, provided by you, may be shared with JPSL's affiliates to help to detect and prevent identity theft, frauds and other illegal activities; correlate or map related accounts to prevent misuse of JPSL Services and to provide you service.

7. INFORMATION SECURITY AND STORAGE

- 1. JPSL shall retain Information for only as long as necessary to meet legal or regulatory requirements or for legitimate business purposes as mentioned in this policy.
- 2. JPSL has implemented required security practices and standards, in line with the global standards and have a comprehensive documented information security program and policy in place, which contains managerial, technical, operational and physical security control measures that commensurate with the information assets being protected with JPSL's nature of business. It is being reviewed periodically to keep pace with business, technology and regulatory changes. Additionally, JPSL has adopted measures to ensure that your Personal Information is accessible to JPSL employees or affiliate's employees strictly on the 'need to know' basis.

- 3. JPSL applications/website has industry standard security precautions in place to protect the loss, misuse and alteration of your Personal Information with JPSL. Whenever you change or access your account information, JPSL will facilitate the use of a secure server. JPSL apply appropriate security controls to protect your Personal Information when stored or transmitted by JPSL.
- 4. JPSL has taken appropriate steps for the security and protection of all our digital platforms including internal applications, however, JPSL shall not be responsible for any breach of security or the disclosure of Personal Information by the customers and/or merchant itself or for reasons outside IPSLs control.
- 5. JPSL may share personal information with third-parties such as legally recognized authorities, regulatory bodies, governmental authorities, and financial institutions for the Purpose set out in this Policy or as per applicable laws. JPSL do not accept any responsibility or liability for usage of your Personal Information by these third parties or their policies.
- 6. JPSLs shall not be responsible for the disclosure of Personal Information and Sensitive Personal information if it is available in public domain.

8. THIRD PARTY WEBSITES, APPLICATIONS AND SERVICES

The JPSLs Platform, application/websites/mobile app or any online platform may include links to other websites/applications. Such websites/application are governed by third party operator's privacy policies, which are beyond JPSLs control and JPSL will not be responsible for their privacy practices or the content.

9. ACCESS, CORRECTION OF INFORMATION AND WITHDRAWAL OF CONSENT

Any modifications / corrections required to the information can be carried out by contacting grievance officer. If the customer wants to withdraw his / her consent to provide Sensitive Personal Information, he / she may contact the grievance officer, the details whereof are provided in clause 10 of this policy.

10. QUERIES AND COMPLAINTS

For any queries, concerns, complaints or feedback regarding the processing of your Personal Information or on the policy, please feel free to reach JPSL at the below mentioned details:

Name:

Contact Details:

Email ID: care@jiopay.in

This Policy should be read in conjunction with Terms & Conditions/agreement applicable for availing JPSLs services accepted by you.

Merchant Terms & Conditions

Please read the terms & conditions mentioned hereunder carefully before availing or registering for any of the JPSL services/availing Payment Mechanism services. By signing the Merchant Acquisition Form, and/or by digitally accepting these terms and conditions, and/or through any other method as may be introduced by JPSL on the Merchant Partner Platform for accepting these terms & conditions, and/or by using/availing the Payment Mechanism and/or by downloading/accessing/using the Platform, the Merchant Partner agrees to these terms and conditions and shall be bound by the same. The acceptance of these terms and conditions shall be unconditional and without any limitation or qualification.

The Payment Mechanism shall be made available to the Merchant Partner at the sole discretion of JPSL. The Merchant Partner unconditionally confirms that the Merchant Partner shall comply with and be bound by these terms and conditions as in force from time to time. No act, delay or omission by JPSL shall affect its rights, powers and remedies under these terms and conditions.

JPSL and Merchant Partner are individually referred to as a "Party" and collectively as the "Parties".

NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:

1. DEFINITION OF TERMS AND INTERPRETATION

- 2. In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:
 - 3. "Agreement" shall mean these terms and conditions;
 - 4. "Acquiring Bank" or "Acquirer" shall mean banks, financial institutions, payment networks and payment system providers licensed under the Payments and Settlement Systems Act 2007 to acquire, authorise and authenticate the online payment transaction:
 - 5. "Applicable Law" or "applicable law" shall mean the applicable laws and regulations of India which is including but not limited to rules, guidelines, regulations, notifications and instructions issued by Reserve Bank of India ("RBI") and/or NPCI and/or any other applicable legal/regulatory authority;
 - 6. "Consumer" shall mean consumer who holds the valid Payment Instrument and makes payment for purchasing the Products from the Merchant Partner utilising the Payment Instrument using the Payment Mechanism through the Merchant Partner Platform;
 - 7. "Grievance Redressal Policy" shall mean such dispute resolution mechanism which may be notified by JPSL to the Merchant Partner from time to time;
 - 8. "EMI" shall mean monthly instalment payment plan provided by the Payment Service provider to the Consumer;
 - 9. "Escrow Account" shall mean the escrow account maintained by IPSL with a scheduled commercial bank in accordance with the

- Payment and Settlement System Act, 2007 and the guidelines issued thereunder;
- 10. "Merchant Partner Account" shall be the account maintained by JPSL at its end to enable JPSL to accept and/or settle payments received from the Consumer;
- 11. "Merchant Partner Application Form"/"MAF" shall mean the form to be completed by the Merchant Partner and submitted along with necessary supporting documents, either online on Platform or physically to designated and authorized agents of JPSL;
- 12. "Merchant Partner Platform" shall mean all platforms declared by the Merchant Partner on which the Consumer makes payment using the Payment Instrument through the Payment Mechanism to the Merchant Partner for purchasing the Products from the Merchant Partner which is including but not limited to: (i) Merchant Partner's website, (ii) retail outlets/physical stores of Merchant Partner (through POS or otherwise); (iii) Merchant Partner's mobile application; and (iv) servers/backend servers/websites of a Merchant Partner used for authentication of Transactions undertaken through Platform or any payment instruments processed by JPSL for payment to such Merchant Partner (v) any other platform designated by Merchant Partner and approved by JPSL;
- 13. "Platform" or "JPSL Platform" shall mean www.jiopay.in and includes the corresponding website, mobile app, and/or any other platform of JPSL including website, mobile app and any other platform designated by JPSL;
- 14. "Payment Mechanism" shall mean the processing and facilitation of online payments by JPSL with the help of the services of Payment Service Providers through the internet utilising the internet banking facility, payment gateway, electronic commerce, and through other modes and methods approved and intimated by JPSL from time to time;
- 15."Payment Service Provider" shall mean and include any payment gateways, Acquiring Banks, Financial Institutions, card schemes, issuing bank/institution, payment instrument provider, software providers, food card/meal card providers, collection agents/EMI scheme providers as well as third party service provider that participate in authorisation/authentication/facilitation of the online payments. These Payment Service Providers allow JPSL to use the internet payment gateways/payment facility developed by them to process all type of payment instruments and transactions

initiated by the Consumer online on Merchant Partner Platform. The Payment Service Provider shall also include bank and non-banking financial institutes or any other financial company other than Acquiring Banks, card schemes, and payment instrument providers that are authorised to issue a valid Payment Instruments and/or to participate as facilitator of an online transaction;

- 16. "Payment Bank" or "Bank" shall mean Jio Payments Bank Ltd;
- 17. "Payment Instruments" shall mean valid payment instruments issued by the Payment Service Provider which enables the Consumer to initiate and complete the transaction to purchase/avail Products of the Merchant Partner;
- 18. "Point of Sale device" or "POS" means a secure device with an alphanumeric keyboard and through which the Consumer can enter their PIN/swipe/use pre-paid instrument, cards and other approved mode/Payment Instruments and make payments;
- 19. "Products" shall mean the products and/or services of Merchant Partner purchased/availed by the Consumer and the payment for which is made by the Consumer using the Payment Instrument through the Payment Mechanism on the Merchant Partner Platform;
- 20. "JPSL" shall mean Jio Payment Solutions Limited (formerly known as Reliance Payment Solutions Limited), a company incorporated under the laws of India and having its registered office at 5th Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai 400 002;
- 21. "JPSL Polices" shall mean all policies of JPSL, including Merchant Onboarding and KYC-AML Policy, Merchant Settlement & Reconciliation Process, Grievance Redressal Policy, Privacy Policy, etc. published on the Platform (www.jiopay.in) and/or communicated to the Merchant Partner from time to time;
- 22. "Settlement Account" shall mean the settlement account of the Merchant Partner identified in the MAF to which the proceeds of the Transactions processed on behalf of the Merchant Partner are to be credited as per the records of the Merchant Partner Account from the Escrow Account. JPSL may change the settlement account of the Merchant Partner in its records on the request of the Merchant Partner; and
- 23. "Transactions" shall mean payment transaction made by the Consumer utilising the Payment Instrument through Payment

- Mechanism at the Merchant Partner Platform for purchasing/availing the Products.
- 24. "VoiceBox" means a smart device that will act as a part of the POS machine providing audio transaction updates to the Entity. This device will come with network connectivity through a SIM card and will have a speaker. Once the Consumer makes the payment by scanning the QR code through Merchant Partner Platform, the VoiceBox will notify the Merchant Partner that the payment is completed successfully. Whenever the Merchant Partner accepts the payment by scanning (Static) QR code through POS Machine, the VoiceBox will notify the Merchant Partner that the payment is completed successfully by announcing the amount loudly on a successful transaction;
- 25. "SIM Card" or "Card" shall mean Subscriber Identification Module Smart Card, for use with the VoiceBox to enable access to the network in order to avail of the services.

26.INTERPRETATION

The MAF, Schedules, Annexures and any amendments, modification, additions thereto shall form part of this Agreement and shall have the same force and effect. In the event of a conflict between this Agreement and any other JPSL agreements or policies, this Agreement shall prevail. The payment network (i.e. Visa/Mastercard/RuPay//American Express/Discover, etc.) rules, policies, guidelines, regulation etc. shall prevail in case of card payment services.

1. SCOPE OF THE AGREEMENT

JPSL has agreed to provide and the Merchant Partner has agreed to avail Payment Mechanism services on nonexclusive basis on the terms and conditions of this Agreement.

1. MERCHANT PARTNER ACCOUNT REGISTRATION AND OTHER OBLIGATIONS OF MERCHANT PARTNER

2. JPSL has availed facilities of Payment Service Providers which includes but is not limited to payment gateway services, net banking services, collection services, EMI facility services, net banking facilities, card payments, food/meal card payment services and electronic software distribution services and also provides

authorisation and settlement facilities in respect of payments initiated by the Consumers at the Merchant Partner Platform. JPSL is also in the business of bill payment/presentment and accepting the instructions from the Consumers for making payments using the Payment Instruments to the Merchant Partner. The Merchant Partner agrees and understands that JPSL provides payment aggregation and facilitation services to the Merchant Partner for accepting the Payment Instruments from Consumers for completing the transaction of purchasing/availing the Products. The Payment Mechanism of JPSL shall be subject to the RBI regulations/Applicable Laws. JPSL shall also provide the payment gateway services, bill presentment and settlement under Bharat Bill Payment System (BBPS) and/or any other services through the Payment Mechanism as may be approved by JPSL for the Merchant Partner subject to the terms and conditions of this Agreement.

- 3. On receipt of MAF, KYC documents, and other documents as requested by JPSL and on approval of Payment Mechanism by JPSL for the Merchant Partner, JPSL may activate Merchant Partner Account for the Merchant Partner and the same shall be intimated to the Merchant Partner.
- 4. Merchant Partner shall ensure that it shall comply with all orders of the Consumer for the Products of the Merchant Partner, for which the Consumer has used Payment Mechanism for making payment to the Merchant Partner and deliver the Products as per industry standards. Merchant Partner agrees and acknowledges that all risks associated with the sale of the Products/delivery of the Products, quality, merchantability, non-delivery and delay in delivery of the Products shall be solely that of Merchant Partner and JPSL shall have no liability thereof, in any manner whatsoever and Merchant Partner agrees to indemnify and keep JPSL indemnified from the same. The Merchant Partner understands that JPSL reserves the right to undertake background and antecedent checks of the Merchant Partner in order to ensure that such Merchant Partners do not have any malafide intention of duping customers, do not sell fake / counterfeit or prohibited products.
- 5. JPSL shall assume that: the request for the Transaction (a) that originates from the Merchant Partner has been duly authorised by Merchant Partner; (b) that originate from the Consumer has been duly authorised by the Consumer. JPSL shall not be liable for any losses or damages caused to any person including the Merchant Partner whatsoever as a result of any such request being unauthorised, inaccurate or fraudulent.

- 6. Merchant Partner agrees that JPSL may use Merchant Partner logos, service marks and trade marks on a non-exclusive, royalty free, license for displaying it on any of the marketing material of JPSL in the list of Merchant Partners or as a Merchant Partner of JPSL and the Parties may use the trade marks, or service marks or logos of the other Party jointly after mutual agreement on any joint marketing material approved by the Parties. The Merchant Partner shall not use any logos, name, trademarks, service marks or any intellectual property of JPSL without prior written permission from JPSL.
- 7. The Merchant Partner shall ensure that there is no breach of security at its end and that the integrity of the link between Payment Mechanism and Merchant Partner Platform is maintained at all time. Merchant Partner shall ensure that there are proper encryption and security measures in its systems and Merchant Partner Platform to prevent any hacking into information pertaining to the Transactions and the Consumer under this Agreement.
- 8. Merchant Partner shall use the merchant encryption key provided by JPSL for integration and acknowledge the receipt and confidentiality of the said merchant encryption key.
- 9. Merchant Partner shall ensure that it has all necessary infrastructure and facilities at Merchant Partner Platform to provide uninterrupted service to the Consumer.
- 10.Merchant Partner shall not request the Consumer for sharing any confidential Consumer details to be used in Transaction by the Consumer which is including but not limited to passwords, card number, account number and PIN in relation to Platform and Payment Mechanism. The Merchant Partner shall not under any circumstances store customer's payment data. The Merchant Partner may however store limited data (last four digits of actual card number and card issuer's name) solely for the purpose of transaction tracking/reconciliation under this Agreement; provided such required limited information shall be stored in compliance with adequate standards applicable under the applicable laws.
- 11.If JPSL and/or Payment Service Provider suspect that Merchant Partner has committed breach of this Agreement, fraud, against JPSL, Payment Service Provider and/or the Consumer, JPSL shall be entitled to suspend all payments under this Agreement to Merchant Partner pending enquiries by JPSL and JPSL shall not liable to pay any interest upon such suspended amounts during or after the pendency of the inquiry.

- 12.JPSL has or may enter into agreements with third parties like banks, GST application service providers, etc., which may have direct bearing on the Payment Mechanism services to the Merchant Partner and/or be incidental and/or ancillary thereto. There may be terms in such agreements which may be applicable to the Merchant Partner. JPSL shall intimate said terms to the Merchant Partner from time to time vide email or through publication on the Platform. The Merchant Partner shall keep itself updated with the same by visiting the Platform from time to time.
- 13. The Merchant Partner agrees that it shall use the Payment Mechanism for the legitimate business disclosed by it under this Agreement. It shall not use the Payment Mechanism for any other business operated in the same Merchant Partner premises. The Merchant Partner shall approach JPSL to enter in to separate Merchant Partner agreement for the same.
- 14.In the event the Merchant Partner avails debit card/ credit card acceptance services from Acquiring Bank(s) notified by JPSL, it shall be bound by the terms and conditions of such Acquiring Bank. The Merchant Partner agrees that any changes to the Acquirer may be made by publishing the details of such Acquirer on the Platform with such additional terms and conditions as may be introduced by such new Acquirer(s).
- 15. The Merchant Partner shall provide JPSL with the address of each of its offices/Merchant Partner Platform where the Payment Mechanism shall be availed by the Merchant Partner for accepting payments from the Consumer and the complete description of the Products sold by it on ongoing basis as and when requested by JPSL.
- 16.Merchant Partner agrees and confirms that all the documents provided by the Merchant Partner to JPSL are true copy of its original documents and all information and details provided are true, accurate and complete and it shall indemnify and keep JPSL indemnified from any loss, dispute, cost, compensation, litigation etc. arising out of and related to the same. Merchant Partner shall submit the original documents for verification as and when demanded by JPSL.
- 17. The Merchant Partner agrees and accepts that all payment network and JPSL trademarks, tradenames, service marks etc. are the respective property of their owners and that Merchant Partner shall not contest such ownership under any circumstances. Merchant Partner agrees that at any point of time JPSL, the acquirer or a

- payment network or Payment Service Provider may prohibit the Merchant Partner from using any payment network branding/marks.
- 18. Further Merchant Partner shall ensure fair acceptance of all payment network cards/Payment Instruments for transactions by Consumers in accordance with the requirements of the respective payment network and JPSL Policies. Merchant Partner also accepts that a payment network or JPSL may enforce any provision of its respective rules in order to ensure the integrity of its card program and the Merchant Partner agrees to abide by any such decision of the payment network or JPSL.
- 19. The Merchant Partner explicitly agrees and confirms that JPSL can share the Merchant Partner's personal information, data and any other documents including KYC documents submitted by the Merchant Partner with JPSL, with any of the JPSL's group companies and affiliates including the Payments Bank and these documents may be used by such entities to meet their KYC and other compliance requirements in relation to any services provided/to be provided to the Merchant Partner by the said entities under separate agreements (including in connection with opening of any bank account for the Merchant Partner by the Payment Bank Entity).
- 20. The Merchant Partner hereby acknowledges and agrees that JPSL can share the Merchant Partner's personal information, data, and other information including KYC information, transaction information etc. with any relevant acquirer and/or point of sale device distributor and/or payment network and/or the Payment Service Provider and/or GST application service providers and/or any other service providers whose services may be availed by the Merchant Partner whether under this Agreement or otherwise ("Other Service Providers"). The Merchant Partner hereby further acknowledges, agrees and consents to JPSL for receiving and/or utilising any and all such information as may be shared between the Merchant Partner and JPSL/Other Service Providers, for the purposes of provision of Payment Mechanism.
- 21. For availing the Payment Mechanism, the Merchant Partner hereby expressly consents and agrees to provide all information, documents including personal information & data, know-your-customer or "KYC" documents, merchant identity, address and credit information, transaction information and/or any other information required by JPSL, to JPSL and/or such authorised agent of JPSL, as may be determined by JPSL, from time to time for use, transfer, process, utilise, store etc. the said information for the purpose of this Agreement.

- 22. Without prejudice to the foregoing, where such authorised agent of JPSL is the Bank/affiliates/group companies of JPSL, the Merchant Partner hereby expressly consents and agrees to Bank/affiliates/group companies of JPSL sharing with JPSL, all information & documents, transaction information including KYC documents etc. furnished by the Merchant Partner to the Bank/affiliates/group companies of JPSL for availing services and/or JPSL Payment Mechanism or other services.
- 23.If the Merchant Partner has signed more than one Merchant Partner agreement with JPSL and has opened more than one Merchant Partner Account for its business, JPSL shall have right to set-of amount from any of the Merchant Partner Account of any of the business of the Merchant Partner for the recovery of the amounts due from Merchant Partner from any of its businesses. Merchant Partner agrees that Merchant Partner shall have no objection on the same and hereby authorize JPSL to set off amount from the Merchant Partner Account at the discretion of JPSL any time.
- 24. Any information shared by JPSL and any of JPSL affiliates/group companies/holding/subsidiary companies with the Merchant Partner under this Agreement shall be Confidential Information of JPSL and its respective affiliate/group/holding/subsidiary companies and shall be owned by them. The Merchant Partner shall keep the Confidential Information confidential and shall not share the same with any third party. The Merchant Partner shall return all Confidential Information to JPSL on termination of this Agreement or on demand of JPSL whichever is earlier.
- 25. The Merchant Partner agrees not to engage in any prohibited business/activities as may be communicated by JPSL at the time of onboarding. JPSL shall publish amended list of prohibited business/activities from time to time on the Platform and the Merchant Partner shall be bound to comply with the said lists. The Merchant Partner agrees that JPSL may terminate this Agreement any time without notice to the Merchant Partner if JPSL is of the view that the Merchant Partner is involved in any prohibited business/activities.
- 26. The Merchant Partner shall comply with applicable laws, applicable Visa, Mastercard and/or Payment Service Providers and/or any other payment network security requirement including those related to transaction information, storage etc. as may be communicated by IPSL from time to time to Merchant Partner.

- 27.Merchant Partner understands that the Payment Services are merely facilitated by JPSL by engaging with Payment Service Providers, third party service providers etc. as the case may be to enable extension of Payment Mechanism to the Merchant Partner for accepting payments from the Consumers.
- 28.Merchant Partner hereby agrees that the Payment Mechanism/Platform are subject to terms and conditions prescribed by third parties enabling services on the Payment Mechanism including but not limited to terms and conditions of Payment Service Provider etc. The Merchant Partner hereby agrees to bind by such terms and conditions.
- 29.Merchant Partner shall not do any act or conduct any activity that could adversely affect the goodwill, reputation and interest of JPSL.
- 30.All the commercials/contractual terms to the Consumer in relation to Products shall be offered by the Merchant Partner and agreed upon between Merchant Partner and Consumer alone. The Products, commercials/contractual terms include (without limitation) price, shipping cost, mode of delivery, warranty, quality, quantity, after sale services etc. related to the Products. JPSL does not determine, advice have any control or in any way involved itself in the offering or acceptance of such commercials/contractual terms between Merchant Partner and Consumer. JPSL shall not be responsible for any non-performance or breach of any contract between Merchant Partner and its Consumers. The Merchant Partner shall not make JPSL party to any litigation/issues/dispute in between the Merchant Partner and the Consumer in relation to the products/services of Merchant Partner which is including in relation to quality, quantity, delivery, purity of the goods/services etc.
- 31. The Merchant Partner shall be liable to pay all monies, refund amounts, chargeback amounts etc. immediately to JPSL as and when demanded by JPSL. Additionally, the Merchant Partner agrees that JPSL may set-off such amounts from the amounts received from the Consumer towards purchase of the Products/Services in the Escrow Account.
- 32.Merchant Partner agrees that it shall be bound by and comply with all Applicable Laws and regulations which is including but not limited the RBI regulations, NPCI rules, regulations, circulars, Payment Service Provider terms and conditions, rules, regulations etc.
- 33.Merchant Partner agrees that JPSL may set off any penalties levied by RBI, NPCI, Payment Service Provider due to any default/fault/breach

- by the Merchant Partner from any amount payable to the Merchant Partner. Additionally, JPSL may claim such amounts from Merchant Partner and Merchant Partner shall pay such amounts within 5 (five) days from the receipt of such demand from JPSL.
- 34.JPSL does not make any representation and warranties in relation to the Consumer. Merchant Partner shall independently verify the bonafides of any particular Consumer that Merchant Partner chooses to deal with.
- 35.Merchant Partner agrees and acknowledges that JPSL shall have access to information regarding the Consumer obtained from the Merchant Partner and JPSL shall create or generate database in respect of such Consumers which shall be solely owned by JPSL, with JPSL having complete collection, storage, sharing and transfer rights over it. Merchant Partner shall obtain necessary consent for this from the Consumers.
- 36.Merchant Partner shall ensure adequate supervision for the performance of its obligations set out in this Agreement. Any deficiencies in the performance of Merchant Partner obligation under the Agreement shall be rectified immediately when intimated in writing by JPSL.
- 37.JPSL shall not be bound by any declaration or undertaking or any agreement given by Merchant Partner to any legal/regulatory authority or to Consumers on its own account.
- 38.Merchant Partner understands and acknowledges that JPSL and/or any Payment Service Provider may reject authorization of a Transaction placed by the Consumer, without any liability, for any reason whatsoever including but not limited to risk management, suspicion of fraudulent, illegal or doubtful transaction, selling of banned items by Merchant Partner, use/sale of blacklisted/banned items and breach of applicable laws and JPSL shall in no event be held liable/responsible for the same.
- 39.Merchant Partner agrees that the Payment Service Providers may at its discretion cancel/suspend/hold any transaction/transaction amount of the transaction between Merchant Partner and Consumer. Also the Merchant Partner may be suspended, limits of the transactions may be modified or any particular Payment Service Provider may terminate its services to the Merchant Partner at its own discretion or when the Payment Service Providers are of the view that the Merchant Partner is breaching laws, terms and conditions, technology/software, not maintaining safety and security of its software, selling banned/illegal goods/services etc. In all such

- scenario, the JPSL shall not be responsible and liable and Merchant Partner shall not raise any issues/disputes/litigation against JPSL.
- 40. The Merchant Partner agrees and confirms that it has obtained necessary consents from the Consumer for sharing the Consumer information with JPSL and Payment Service Providers for its use, storage, transfer, process, disclosure, collection for the purpose of providing the Payment Mechanism and services of Payment Service Providers.
- 41. The EMI options/offers are given by the Payment Service Providers and JPSL has no control on it. JPSL is mere facilitator of the said service through the Payment Mechanism and hence JPSL shall not be responsible and liable for any issues and disputes in relation to the EMI which is including but not limited to stop EMI, non-payment of EMI amounts by the Consumer, bouncing of EMI etc. The Merchant Partner shall directly deal with the Consumer and the Payment Service Provider in case of any dispute in relation to the EMI services availed by the Merchant Partner and JPSL shall not be responsible for the same. The Merchant Partner agrees to indemnify and keep JPSL indemnified from any issues, disputes, litigations, claims, cost, damages, losses etc. arising out of and related to the same.
- 42.In case of payment collection services wherein the Payment Service Provider shall make payment to the Merchant Partner towards Products purchased by the Consumer and later recover it from the Consumer ("Collection"), the Payment Service Provider shall be responsible for collecting the payments from the Consumers for making payments to the Merchant Partner. The Merchant Partner agrees to accept such additional terms and conditions as may be levied by the Payment Service Provider of the collection services. JPSL shall not be responsible and liable for Collection and payment of the said amounts to the Merchant Partner unless received from the Payment Service Provider. The Merchant Partner shall directly deal with the Consumer and the Payment Service Provider for dispute and issues in relation to the same and agrees to indemnify and keep JPSL indemnified from the same.
- 1. SODEXO MEAL CARD (applicable for only those Merchant Partners who have accepted Sodexo as a payment option)

- 2. The Merchant Partner shall use the Payment Mechanism to accept the payment from Meal Card subject to terms of this Agreement, Applicable Laws and regulations.
- 3. JPSL shall not be responsible and liable for any transactions, fraudulent transactions, settlement of transactions, settlement of monies, disputes/issues in relation to the Meal Card, transactions made by the Consumer using the Meal Card, disputes/issues in between Consumer and Merchant Partner and/or Consumer and Sodexo and/or Sodexo and Merchant Partner and/or Sodexo, Consumer and Merchant Partner in relation to Meal Card and all Meal card transactions through Payment Mechanism and the Merchant Partner agrees to indemnify and keep JPSL indemnified from any disputes, issues, liabilities, losses, cost, compensation, litigation, costs, etc. arising out of and related to the same.
- 4. The Merchant Partner agrees that it shall be solely liable and responsible for, (a) delivery of the Products to the Consumer, (b) quality/quantity/defects in Products delivered, (c) refund/chargeback/complaints/disputes in relation to the Products, (d) any other issues in relation to the Products. Here the Products means only food products for the purpose of this Clause 4 and the Merchant Partner shall not accept Meal Card for non-food items.
- 5. The Merchant Partner agrees and confirms that, (a) it has executed agreement with the Sodexo SVC India Pvt Ltd ("Sodexo") in relation to the acceptance of Meal Card payment ("Sodexo Agreement"), (b) the Merchant Partner shall be bound by the terms of the Sodexo Agreement in relation to all the Meal Card transaction even when accepting payment from Meal Card, (c) the Sodexo Agreement is in force and effect and the Merchant Partner shall ensure that the Sodexo Agreement shall remain in force and effect during the Term of this Agreement, (d) it shall be sole responsibility and liability of the Sodexo to settle all the Meal Card transaction payments to the Merchant Partner directly and JPSL shall not be responsible for the same, (e) it shall be sole liability and responsibility of the Merchant Partner to deal with any chargeback/refunds/fraudulent transactions and refund the amounts to the Consumer/Sodexo as per the terms of the Sodexo Agreement and JPSL shall not be responsible and liable for the same, (f) The Merchant Partner shall comply with all applicable laws and regulation in relation to the Meal Card, payments received through Meal Card and Products delivered to the Consumer against the payment received through the Meal Card, (g) the Merchant Partner shall sell only meal products as may be allowed by Sodexo and subject to applicable law to the Consumer.

The Merchant Partner agrees to indemnify and keep JPSL indemnified from any disputes, liabilities, losses, litigation, cost, compensation etc. arising out of and related to breach of this Clause.

1. BANK ACCOUNT CREDENTIALS CONFIRMATION

The Merchant Partner agrees and confirm that, (a) the bank account/Settlement Account details provided by Merchant Partner to JPSL shall be correct and JPSL shall not be responsible for verifying the same, (b) IPSL may make transaction of Rs. 1/- (Rs. One only) or any other denomination at its discretion in the Merchant Partner bank/Settlement Account as may be communicated by the Merchant Partner to IPSL before initiating any settlement in the said Settlement Account/bank account to verify if the credentials of the Merchant Partner are matching with the said bank/Settlement Account, (c) the Merchant Partner has authorised the bank with whom it holds Settlement Account to share its Settlement Account details including Merchant Partner name, account details etc. to IPSL after receipt of the verification transaction amount as mentioned in this clause for verification of the Settlement Account. Notwithstanding anything stated in this Clause, the Merchant Partner shall be solely liable and responsible in case of any liability, disputes, litigations, losses, issues, costs, compensation, damages, etc. arising out of and related to verification of the bank/Settlement Account and settlement of any amount made by JPSL in the said bank/Settlement Account. The Merchant Partner agrees that JPSL may use any other method as well for verification of the Merchant Partner bank/Settlement Account at its discretion and the Merchant Partner shall submit necessary information and documents as may be requested by JPSL with JPSL.

1. UPI RELATED TERMS

The Merchant Partner agrees to the following terms and conditions for availing UPI related services –

- 1. The Merchant Partner shall provide all necessary and correct details including account number, amount details for the transaction.
- 2. The Merchant Partner agrees and understands that JPSL is providing UPI service in association with the Payments Bank in accordance with UPI guidelines, circular and/or regulations issued by National

- Payments Corporation of India ("NPCI") and/or Reserve Bank of India ("RBI") from time to time ("UPI Services"). The Merchant Partner agrees that the UPI is payment platform developed by NPCI.
- 3. The Merchant Partner agrees that there shall be transaction limit on each UPI transaction as published by JPSL on its Platform or the limit prescribed by the Payments Bank. The Merchant Partner agrees that the Payments Bank may charge fees for the UPI transaction and it shall get in touch with the Payments Bank for any details in relation to the same.
- 4. The Merchant Partner shall be bound by the Payments Bank consumer terms and conditions published at https://www.jiopaymentsbank.com/docs/t&c languages/t-n-c-jul21/jpb-terms-and-conditions-020721.pdf. The Merchant Partner shall visit the Payments Bank website from time to time and keep itself updated with the said terms and conditions including any amendments/modifications thereto. The Merchant Partner agrees that UPI ID shall be issued by the Payments Bank and by using the UPI Services, the Merchant Partner agree with the Payments Bank terms and conditions.
- 5. The Merchant Partner agrees that JPSL or the payments Bank may at its sole discretion temporarily or permanently suspend Merchant Partners access to the UPI Services if JPSL or Payments Bank believes that there is suspicious or unusual activity being carried out through Merchant Partner's UPI ID and UPI PIN. Also Merchant Partner agrees that JPSL or Payments Bank may reject UPI transaction for any reason including but not limited to risk management, fraud, suspicious transactions, unlawful transactions and/or violations of applicable law or JPSL Policies.
- 6. The Merchant Partner agrees that JPSL is mere facilitator for UPI Services and cannot control any transactions made using UPI Services.
- 7. JPSL will endeavour to process UPI transactions in a timely manner, however there may be a delay in processing of UPI transaction due to issues which are beyond its control.
- 8. The Merchant Partner agrees that the data share shall be subject to JPSL Policies and JPSL may share the information with Payments Bank so that Merchant Partner may receive UPI Services. Any data shared by Merchant Partner with JPSL and/or Payments Bank shall be subject to privacy policy of Payments Bank and JPSL.

- 9. The Payments Bank and JPSL may terminate or suspend the use of the UPI Services by Merchant Partner at any time without giving any notice and without liability.
- 10. JPSL shall act upon instruction for transfer of funds using the UPI system only upon receipt of the complete information required for initiating such transfer of funds for giving effect to the instructions. The transaction shall be initiated by the IPSL on the date of the instruction as per the NPCI clearing timings. The transaction may be rejected or cancelled in case the instructions and/or any information provided by the Merchant Partner does not meet the security procedures of the IPSL and/or the Jio Payments Bank/NPCI/RBI/beneficiary bank. The Merchant Partner also understand that the transaction may also be cancelled/rejected due to any of the reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by the competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the IPSL and/or the Jio Payments Bank and/or beneficiary bank.
- 11.JPSL shall be entitled to charge such fees, charges and applicable taxes as it determines to be adequate for the provision of the UPI and as specified on the Platform or as communicated to the Consumer time to time or as per the IPSL Policy. The Merchant Partner acknowledges and understand that the completion of the transaction for the transfer of funds based on the Merchant Partner's instructions shall involve various counter parties. The Merchant Partner confirms that the Bank/JPSL shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of the IPSL/Bank, Without prejudice to the generality of the forgoing the Merchant Partner agrees and accepts its responsibility to compensate/reimburse the IPSL and the Bank for any losses, claims, or actions and to save, keep harmless and keep protected the JPSL and the Bank against any improper fraudulent instructions purporting to the received from the Merchant Partner and/or for furnishing incomplete information.
- 12. The Merchant Partner understand that the provision of the UPI is subject to the guidelines and regulations issued from the time to time by the RBI/NPCI in this behalf. The RBI/NPCI and/or any other agency/company appointed by the RBI/NPCI in this regard shall be

an intermediary/service provider in the process of the settlement of a transaction initiated using any of the UPI and subject to the availability of the sufficient funds in the Account. UPI transactions shall be deemed to be settled at the time when account of payer has been debited and account of the beneficiary has been credited in the central clearing system.

13.JPSL and/or Bank may in its discretion deny any split payments.

1. INSPECTION AND INSTALLATION

- 2. JPSL or transaction governing authority or Acquirer or Payment Service Provider or any legal/regulatory authority may carry out audit or inspection at the Merchant Partner Platform for the purpose of this Agreement i.e. in case of any audit directed by RBI or any such regulatory authority or if there is any fraud or suspicious transaction or similar transactions etc. In case of such audit or inspection the Merchant Partner shall provide necessary information, documents, papers as may be requested in relation to this Agreement and provide access to its premises to the authorised representative of JPSL and/or transaction governing authority to regulatory/legal authority, acquirer, Payment Service Provider as the case may be for such audit.
- 3. The Merchant Partner hereby authorises JPSL to share information/documents obtained from/about the Merchant Partner including KYC information to, (i) the credit rating organisation/verification agencies at the discretion of JPSL to verify Merchant Partner s' credit rating/verify Merchant Partner's credentials for the Merchant Partner Account activation at the cost of JPSL and/or, (ii) regulators, payment networks/schemes, as well as JPSL's card acquiring service providers and (c) Payment Service Providers. The Merchant Partner agrees that it shall have no objection if such verification agencies conduct verification of the Merchant Partner and hereby give express consent for the same and if the Payment Service Providers uses such information and documents for providing services to the Merchant Partner/Consumer.
- 4. Any decision taken by JPSL about the Merchant Partner Account activation shall be considered as final.
- 5. The Merchant Partner shall be solely responsible for the upkeep, service and proper functioning of its POS. Merchant Partner is solely

liable and responsible for any transaction on its POS, theft or damage of the POS or any other device used by the Merchant Partner for the transaction under this Agreement & the Merchant Partner agrees to indemnify and keep JPSL indemnified from any loss, cost, compensation, litigation, damages etc. arising out of and related to the same.

1. TERM OF THE AGREEMENT

This Agreement is effective from the date of execution by both the Parties and shall remain valid until terminated in accordance with the terms of this Agreement.

1. JPSL'S ROLE AND RESPONSIBILITES

- 2. JPSL's role shall be limited to facilitating the Payment Mechanism between the Consumer and the Merchant Partner subject to terms of this Agreement.
- 3. The right to accept or cancel a Transaction after the same has been initiated by the Consumer through the Payment Mechanism on the Merchant Partner Platform shall vest with the Merchant Partner. However, in the event a Transaction is cancelled, the Merchant Partner shall be under an obligation to refund the amount of such Transaction in accordance with terms of this Agreement, to the Consumer's Payment Instrument used by the Consumer while making payment through the Payment Mechanism.
- 4. Notwithstanding anything to the contrary contained in this Agreement, JPSL shall have a right to restrict or prohibit a Transaction, without any liability to the Merchant Partner and the Consumer at its sole discretion if such Transaction is in breach or likely to breach of applicable laws, appears to JPSL to be fraudulent/suspicious.
- 5. JPSL shall not be liable to the Merchant Partner on account of any Consumer or the Merchant Partner being unable to access the Payment Mechanism due to any reason whatsoever including planned and unplanned maintenance activity, technical issues, Force Majeure etc. JPSL will endeavour to notify Merchant Partner in case of any planned maintenance activity.

6. JPSL shall time to time notify specific technical and business procedures and policies to be followed for optimal use of the Payment Mechanism.

1. RESTRICTED USE

The Merchant Partner shall not act as a payment intermediary, aggregator or service bureau or otherwise resell the Payment Mechanism on behalf of any third party including handling, processing or transmitting funds for any third party. The Merchant Partner also shall not use the Payment Mechanism to process cash advances.

1. UNAUTHORIZED OR ILLEGAL USE

- 2. The Parties hereby agree that JPSL is under no obligation to authorize or settle any Transaction that is in violation of any agreement and applicable regulations or exposes other Consumers, JPSL's process or incurs harm to JPSL.
- 3. If JPSL reasonably suspects that Merchant Partner Account/Settlement Account has been used for an unauthorized, illegal, or criminal purpose, JPSL shall be free to share information about the Merchant Partner, Merchant Partner Account, Settlement Account, Merchant Partner's Transactions and/or any other information and documents in relation to the Merchant Partner with the relevant regulators and legal authorities.
- 4. Merchant Partner hereby agrees and grants express authorization to JPSL to share such information and documents to the relevant regulators/legal authorities under the circumstances as specified in Clause 11.2 above. It is further clarified, for the avoidance of doubt that any sharing of information under Clause 11.2 of the Agreement shall not be considered as a breach of any confidentiality obligation of JPSL under the Agreement.

1. FEES

The Merchant Partner shall pay to JPSL the fees as agreed in MAF or by execution of separate mutually agreed document in writing or as published on

the online Merchant Partner Account of the Merchant Partner which is accessible to the Merchant Partner after login to the JPSL website or as published by JPSL on Platform. The fee will be levied to the Merchant Partner during the clearing cycle by the Merchant Acquiring System (MAS) based on the MDR / Fee configured. The Parties agree that any changes in fees or other charges shall be as communicated by JPSL from time to time to the Merchant Partner vide letter correspondence or email or by publishing in the Merchant Partner Account of the Merchant Partner or on Platform. Continue use of the services by the Merchant Partner shall be treated as Merchant Partner's acceptance of fees and other charges and/or any changes thereto.

1. SETTLEMENT INTO ACCOUNT

- 2. The payments (in respect of the successful Transactions) shall be managed and processed and paid to the Merchant Partner's Settlement Account by JPSL from the Nodal Account in accordance with Applicable Laws. The payment schedule may be altered by JPSL any time with due intimation. However JPSL shall not intimate Merchant Partner if such schedule is changed as per the regulatory requirement. JPSL will make payments to the designated Settlement Account of the amounts actually received by JPSL in the Nodal Account for Transactions from the Consumer submitted through the Payment Mechanism (less any applicable fees & taxes, penalties etc., which JPSL may deduct prior to any payment being made to the Settlement Account). Funds for any given Transaction will not be deposited in the Settlement Account until the Transaction is deemed complete and successful at the sole satisfaction of JPSL.
- 3. The Merchant Partner shall monitor and communicate all errors in any of the settlements/monies processed and managed by JPSL (mentioned in Clause 13.1 above) to JPSL within thirty (30) calendar days of such settlement. Any additional or lesser amount paid to the Merchant Partner by JPSL shall be settled in the next settlement cycle. The Merchant Partner hereby agrees that JPSL shall have all the rights to recover/demand/set-off any additional amounts paid to the Merchant Partner from or against any other Transaction/monies payable by JPSL to the Merchant Partner. Further, JPSL may, in its sole discretion, seek refund of any such additional amount paid to the Merchant Partner and Merchant Partner shall refund such amount to JPSL within 2 days of receipt of such demand/communication to this effect. Failure to notify JPSL of any lesser amount paid to the

Merchant Partner within 30 (thirty) calendar days will be deemed as a waiver of any right to amounts owed to the Merchant Partner.

4. SETTLEMENT ACCOUNT TERMS

- 5. The Merchant Partner shall provide the details of its bank account with any bank at its discretion to JPSL for making it as a settlement account ("secondary account") for settlement of the funds for the Transactions as per the Merchant Partner Account. The said secondary account shall be registered by JPSL as a settlement account and the funds payable to the Merchant Partner from the Escrow Account shall be settled in the said secondary account.
- 6. The Merchant Partner hereby gives express consent to JPSL to share the secondary settlement account details with the Jio Payments Bank.
- 7. The Merchant Partner agrees that following terms shall be applicable if the Merchant Partner has opted for the Jio Payments Bank current account as its settlement account ("primary account")-
 - 8. The Merchant Partner has authorised the Jio Payments Bank to share Merchant Partner's primary account details with JPSL.
 - 9. If the Merchant Partner has opted for the primary account as settlement account by communicating the same to JPSL, the Merchant Partner shall get an SMS from JPSL with confirmation that the Merchant Partner has opted for the current account with the Jio Payments Bank as its settlement account.
 - 10.JPSL shall treat the primary account as settlement account and settle the funds payable to the Merchant Partner from the Escrow Account into the primary account if the Merchant Partner has not raised any objection after within 3 days from the notification as mentioned in point (ii) above.
 - 11.As per RBI regulations, the Merchant Partner cannot maintain more than Rs. 1 lac (Rs. One lac) in the current account with the Jio Payments Bank and hence the Merchant Partner shall ensure to give standing instructions to the Jio Payments Bank to transfer the amount over and above Rs. 1 lac (Rs. One lac) in the secondary bank account (as communicated by JPSL to the Jio Payments Bank under this clause 13.3.c) as and when the amount crosses the value of Rs. 1 lac in the primary account. The Merchant Partner agrees that it shall be bound by the

- terms and conditions of the Bank and RBI regulations in relation to the primary account.
- 12. The Merchant Partner shall be solely responsible to ensure that the secondary account and the primary account belongs to the Merchant Partner and it shall have no objection if the funds are settled as set-out in Clause 13.3.c.
- 13. The Merchant Partner agrees that the secondary account shall be a Settlement Account till the Merchant Partner opts for the primary account as a settlement account. Once the Merchant Partner opts for the primary account as settlement account and JPSL initiate settlement in the said primary account the primary account shall be treated as Settlement Account for the purpose of this Agreement.
- 14. The Merchant Partner authorises JPSL to debit any of the Merchant Partner's account held with any of JPSL's group companies, and affiliates including the Payments Bank in case of excess settlement or credits not in line with the transactions in the Merchant Partner account or any other recovery arising out of debit entries in the Merchant Partner account.

1. REFUNDS AND DISPUTE/CHARGEBACK

2. REFUND

- 3. Refund can be processed on Merchant Partner request with reference to original Transaction. On request of Merchant Partner JPSL shall process the refund of said amount which shall not exceed the original Transaction amount at any given point in time. JPSL shall recover the said amount from Merchant Partner's settlement or any other payables under this Agreement. The said amount shall be credited to Consumer's account from which the transition was initiated.
- 4. If Consumer approaches JPSL for refund and/or cancellation of the Transaction, JPSL shall request the Merchant Partner to confirm as to if such Transaction amount can be refunded. On Merchant Partner's instructions JPSL will process or reject the refund for the Transaction. For processing refund, the process suggested in Clause 14.1.a here above shall apply.

5. DISPUTE

- 6. If in case of the dispute/complaint/claim is raised by the Consumer in relations to the Transaction. JPSL shall withhold the transaction amount from the settlement amount or any other payable to the Merchant Partner. JPSL shall conduct preliminary investigation and request Merchant Partner to provide the evidences for the said dispute within 7days from the time of the request raised by JPSL. JPSL shall honour the dispute, in case a) if Merchant Partner fails to provide evidences to the satisfaction of JPSL or there is no response from the Merchant Partner within 7 days; b)or if the result of the investigation by JPSL is in favour of the Consumer.
- 7. The Merchant Partner agrees if there is no sufficient settlement or any other payable available with JPSL to process the Refund as set-out in Clause 14.1 and/or 14.2, JPSL shall have a right to claim such amount from the Merchant Partner, the Merchant Partner shall pay the said amount to JPSL within 5 (five) days from the date of said claim.
- 8. Any grievances which the Merchant Partner may have with respect to the Transaction or the Payment Mechanism could be shared by the Merchant Partner with the nodal officer of JPSL at nodal.officer@jiopay.in.

1. RIGHT TO WITHHOLD PAYMENT

JPSL shall be, in relation to a Transaction, entitled to withhold such amount for such period as may be detailed out in the Grievance Redressal Policy.

Notwithstanding anything contained herein, where JPSL has reason to believe that any Transaction is fraudulently incurred, JPSL shall be entitled to withhold payment in respect thereof provided such withholding shall be in accordance with the applicable law and statutory timelines. In the event that JPSL is required to conduct an investigation, resolve any pending dispute related to the Merchant Partner Account, Settlement Account as per the Grievance Redressal Policy or as required by law or under direction of any regulatory authority, JPSL may defer payout or restrict access to certain funds till the resolution of such investigation or as may be directed by the regulators. Such funds held back shall not accrue any interest. In aforesaid scenario the Merchant Partner will be given an opportunity to hear and the JPSL shall after hearing the Merchant Partner take necessary decisions at its end. The decision of JPSL shall be final and binding on Merchant Partner. It is clarified that the

above right may also be exercised by the Acquirer for card transaction services in accordance with the applicable laws and the Merchant Partner agrees to abide by the decision of the Acquirer in this regard.

1. DISCLOSURES AND NOTICES

JPSL shall provide disclosures and notices required by law and other information about the Merchant Partner Account to the Merchant Partner electronically through email address registered with JPSL and if the email is not registered by the Merchant Partner with JPSL such notices shall be displayed on the Platform. Such disclosures and notices are considered received by the Merchant Partner within 24 hours of such posting on the Platform or sending of the email.

1. COMPLIANCE WITH PAYMENT STANDARDS

The Merchant Partner agrees that all the systems of the Merchant Partner shall be compliant with the applicable payment industry standards and Regulatory requirement as may apply to the Merchant Partner. Merchant Partner shall follow reasonable security practices in line with industry best practices and PCI DSS recommendation based on PCI DSS specified level as communicated by JPSL from time to time and/or as per policy of JPSL Merchant Partner shall permit JPSL and/or any regulatory body including payment networks/acquirer/Payment Service Provider to conduct an audit of the Merchant Partner systems in order to verify such compliance. In case of any security lapses, data leak etc. Merchant Partner shall report such incidence to JPSL within 2 (two) hrs of such breach. The Merchant Partner shall not save customer card and such related data. The Merchant understands that JPSL reserves the right to undertake the security audit of the Merchant Partner to check its compliance under the applicable laws, as and when required.

1. CONFIDENTIALITY

For purposes of this Agreement, "Confidential Information" means all data, information and other material whatsoever, including but not limited to any technical or business information disclosed by JPSL and/or its Representatives

to Merchant Partner and/or its representatives. Confidential Information includes all notes, analyses, compilations, forecasts, studies, summaries, information memoranda, opinions and similar documentation that incorporate or are derived from the Confidential Information; the existence and terms of this Agreement, the business purpose, the fact that discussions or negotiations are taking place, or have taken place, between parties in relation to the business purpose and contents of any discussion between the parties and/or their respective representatives in relation to the business purpose. The Merchant Partner shall keep all Confidential Information confidential and shall not share such information with any third party. The Merchant Partner shall use the Confidential Information only for the purpose of this Agreement and return such information to JPSL immediately on demand by JPSL or on termination of this Agreement whichever is earlier.

1. SUSPENSION OR TERMINATION BY JPSL

- 2. Either Party may terminate this Agreement by giving 30 (thirty) days' notice to the other Party in writing without assigning any reason.
- 3. JPSL reserves the right to cease to provide Payment Mechanism and/or suspend the Payment Mechanism/Agreement and/or close the Merchant Partner Account, without giving any notice to Merchant Partner at its own option and/or as per the instructions of the Payment Service Providers (a) if the Merchant Partner has breached the terms of this Agreement or applicable laws or any payment network rules; (b) Merchant Partner's failure or neglect to use the Payment Mechanism or Merchant Partner Account for a continuous period of 180 (one hundred eighty) days; (c) any person other than the Merchant Partner is attempting to access the Merchant Partner Account or attempts to hack the same; (d) if some person presents identical commercial credentials in attempts to open another Merchant Partner Account; (e) if IPSL is mandated to do so by the relevant regulators or to the extent the same is required to be done by reason of any payment network rules; (f) any Transaction with the Merchant Partner is for any reason unlawful, or unenforceable; (g) the transaction is suspicious/fraudulent; (h) if the Payment Service Provide asks for such suspension/termination etc.
- 4. If any Payment Service Provider terminates its services for JPSL for any reason whatsoever JPSL may terminate this Agreement with immediate effect.

- 5. The Parties agree and confirm that any termination or suspension of this Agreement does not relieve the Merchant Partner of any obligations to pay Fees or costs accrued till the date of termination and any other amounts owed to JPSL as provided in this Agreement.
- 6. On termination of this Agreement, the Merchant Partner agrees to return all assets, materials, Confidential Information including any properties belonging to JPSL and destroy or return the same at the option of the JPSL. The Merchant Partner agrees to provide JPSL with a written confirmation within fifteen (15) business days, confirming such return or destruction as the case may be.

20. CONSEQUENCES OF TERMINATION

Upon termination of the Agreement, the Merchant Partner agrees: (a) that upon completion of the said notice period, the relevant Merchant Partner Account shall be closed. Upon closure of the Merchant Partner Account, any pending Transactions will be cancelled. Any funds that JPSL is holding in custody for the Merchant Partner at the time of closure, less any applicable Fees and penalties, will be paid out in accordance with the payout schedule, assuming all payout-related authentication requirements have been fulfilled and no investigation is pending at the time of Merchant Partner Account closure; (b) to continue to be bound by such provisions of this Agreement which survive by their nature; (c) to immediately stop using the Payment Mechanism; (d) that JPSL reserves the right to delete all of information of the Merchant Partner and related account data stored on IPSL's servers including Merchant Partner Account; (e) that JPSL shall not be liable to the Merchant Partner or any third party for termination of access to the Payment Mechanism or for deletion of Merchant Partner's information or related account data including Merchant Partner Account; (f) to provide all records, data, documents in its possession to IPSL; and (g) to return all assets, materials and destroy software at the option of JPSL belonging to JPSL; (h) IPSL shall disconnect any and all services, Payment Mechanism and Merchant Partner Account shall be closed by JPSL and the Merchant Partner shall not be entitled to access the said account from the date of such termination.

21. OWNERSHIP

The relationship between JPSL and the Merchant Partner is limited to a contractual relationship for the provision of Payment Mechanism and is not one of a principal and agent. For the sake of clarity the Parties agree that the relationship between the Merchant Partner and JPSL shall be on principal to principal basis. The Payment Mechanism is protected by trademarks, copyright, trade secret and other intellectual property laws. The Merchant Partner agrees and acknowledges that JPSL and/or its affiliates are and shall continue to be the owner and/or licensee as the case may be of all trademarks, copyrights, trade secrets and other intellectual property rights in the Payment Mechanism, Platform and the Merchant Partner agrees and undertakes not to claim any right over any such trademark, copyright, trade secrets and/or other intellectual property rights.

22. INDEMNITY

The Merchant Partner shall indemnify, defend and hold harmless JPSL from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest and expenses including without limitation attorneys' fees arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by any person or entity that arises out of or relates to or in connection with: (a) any actual or alleged breach of the Merchant Partner's representations, warranties, or obligations set forth in this Agreement; (b) violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (c) violation of any law, rule or regulation of India or any other country; (d) Consumer or any other party's access and/or use of the Merchant Partner Account with the Merchant Partner's unique username, password or other appropriate security code; and/or (e) Transaction between the Merchant Partner and Consumer or any sale or proposed sale of Products by a Merchant Partner to the Consumer at Merchant Partner Platform; (f) Wrongful or improper use of JPSL technologies; (g) any issues and/or disputes in relation to the Transactions; (h) any issues/disputes in relation to Transaction on the POS of Merchant Partner or Transaction through Merchant Partner Platform and Payment Mechanism; (i) any refunds; (j) chargeback/dispute as mentioned in Clause 14; (k) any issues/disputes including Consumer disputes in relation to the Meal Card payment, Products of the Merchant Partner, refund/chargeback on Meal Card and any other issues/disputes in relation to the Sodexo Card; (1) breach of confidentiality and intellectual property rights obligation of the Merchant Partner; (m) dispute/claims/proceedings brought

against JPSL and/or Payment Service Provider in relation to the Products offered/sold by Merchant Partner to the Consumer; (n) any fines, penalties, or interest imposed directly or indirectly on JPSL on account of Merchant Partner or transaction conducted through Merchant Partner under this Agreement. The indemnities shall survive termination of this Agreement.

23. REPRESENTATION AND WARRANTIES

The Merchant Partner represents, undertakes and warrants to JPSL that: (a) any Transaction submitted will represent a bona fide sale or rendering of Products by the Merchant Partner; (b) any Transactions submitted will accurately describe the Products sold and delivered by Merchant Partner to a Consumer; (c) it shall fulfil all obligations to each Consumer for which a Transaction has been submitted and will resolve any Consumer dispute or complaint directly with the Consumer; (d) the Merchant Partner and all Transactions initiated by the Merchant Partner will comply with all national, state, and local laws, rules, and regulations applicable to the Merchant Partner and/or the business, including any applicable tax laws and regulations for availing the Payment Mechanism and shall continue to remain compliant with the same; (e) no Transaction submitted through the Payment Mechanism will represent a sale to any principal, partner, proprietor, or owner of the IPSL; (f) the Merchant Partner will not use the Payment Mechanism, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Payment Mechanism; (g) use of the Payment Mechanism will be in compliance with this Agreement and the applicable laws; (h) it is legally authorized to carry on business and has all necessary permits and licenses to carry out its business; (i) It shall use Payment Mechanism, the Merchant Partner Account and the Settlement Account only in India; (j) it will not accept payments in the Merchant Partner Account/Settlement Account or use Payment Mechanism or receive payment through Payment Mechanism/Merchant Partner Platform from the Consumer in connection with any and all business activities that are: (i) listed as excluded/banned/illegal activities on the Platform, as updated from time to time; and/or (ii) which are illegal/not permitted as per any applicable laws. (k) it shall ensure to maintain and preserve records of Transactions as per applicable laws. (1) the services provided by Payment Service Providers to IPSL which is passed to the Merchant Partner or the Payment Mechanism can be in any event be brought to abrupt end in any event whatsoever by Payment Service Provider or JPSL for any reason whatsoever. JPSL's sole obligation and

Merchant Partners sole and exclusive remedy in the event of interruption of the Payment Mechanism or loss of use and/or access to JPSL Platform/Payment Mechanism shall be to use all reasonable endeavours to restore the services/Platform and/or access to Payment Mechanism as soon as reasonably possible.

24. NO WARRANTIES

The Payment Mechanism and Platform are provided on an "as is" and "as available" basis. Use of the Payment Mechanism and Platform are at the Merchant Partner's own risk. To the maximum extent permitted by applicable law, the Platform and Payment Mechanism are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by the Merchant Partner from JPSL or through the Payment Mechanism/Platform will create any warranty not expressly stated herein. Without limiting the foregoing, JPSL, its processors, its providers, its licensors (and their respective subsidiaries, affiliates, agents, directors, and employees) do not warrant that the content is correct; that the Payment Mechanism and Platform will meet the Merchant Partner's requirements; that the Payment Mechanism and Platform will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Payment Mechanism and Platform is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Payment Mechanism and Platform is downloaded at the Merchant Partner's own risk and he will be solely responsible for any damage to his property or loss of data that results from such download.

JPSL does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Payment Mechanism or Platform or any hyperlinked website or service, or featured in any banner or other advertising, and JPSL will not be a party to or in any way monitor any Transaction between the Merchant Partner, third-party providers of such products or services and the Consumer.

25. LIMITATION OF LIABILITY AND DAMAGES

- 1. JPSL, nor its affiliates nor any of their respective directors, officers, employees or agents shall be liable for any losses or damages resulting from the hacking, tampering or other unauthorized access or use of JPSL technologies, Merchant Partner Account, Settlement Account or the Payment Mechanism or Platform or the information contained therein or any claims from any Consumer purchasing or proposed to purchase any Products from the Merchant Partner.
- 2. In the event that any Party breaches this Agreement, in addition to any other remedies provided pursuant to this Agreement or applicable law, the non-breaching Party will be entitled to recover from the breaching Party only the actual and direct damages that the non-breaching Party incurs on account of such breach. Notwithstanding any other provision of this Agreement, in no event, either Party, a Party's direct or indirect subsidiaries, affiliates, agents, employees or representatives be liable for (i) any indirect, incidental, special, punitive, exemplary or consequential damages of any kind in connection with or arising out of this Agreement, or (ii) any lost profits, any loss of revenue or any compensation for anticipated sales or the cost of procurement of substitute services or for any costs, expenses, expenditures, investments or other commitments made in reliance upon or otherwise in connection with or arising out of this Agreement, under statute, in equity, at law or otherwise, whether or not the Party has been advised of the possibility of such damage.
- 3. The total liability of JPSL under this Agreement shall not be more than Rs. 1000/- (Rs. One thousand only).

26. MERCHANT'S TERMS AND ACCEPTANCE

1. The Service Provider is inter alia engaged in the business of offering e-commerce services which include bill presentments / payment and accepting instructions through the internet in respect of payments to be made by the Customers using valid Payment Instruments to purchase/ avail various Products and Services offered by Merchant and accordingly transfer funds from the Customer's bank account to the Merchant's bank account. The Service Provider act as an authorised Payment Aggregator that facilitate e-commerce sites and Merchants to accept various Payment Instruments from the Customers for completion of their payment obligations in accordance with RBI Guideline bearing No.- RBI/DPSS/2019-20/174

- DPSS.CO.PD.No.1810/02.14.008/2019-20 dated March 17,2020 titled "Guidelines on Regulation of Payment Aggregators and Payment Gateways" (hereinafter referred to as the said "RBI Guideline").
- 2. The Merchant undertakes to be abided by the rules and regulations formed by the governing authority in respect of the Anti-Money Laundering Act 2002, Information Technology Act 2000 and subsequent amendments incorporated thereon and guidelines issued by the Department of Regulation, RBI from time to time for Combating Financing of Terrorism (CFT).
- 3. The Merchant hereby undertakes that, all the representations made herein are true and valid as per law of India. The Merchant represents that the Merchant holds valid licenses, brand proofs, tie-up agreements from its business associates and the Merchant is legally authorised to sale the Products and Services online through the Merchant's Site.
- 4. The Merchant shall provide supporting documents to the Service Provider at the time of execution of this Agreement and upon change in details provided under this Agreement. The Merchant shall provide the KYC documents to Service Provider as requested.
- 5. The Merchant shall keep updated on its Site all the policies including but not limited to privacy policy, refund and return policies, Chargeback policy (I accept policy), Customer grievance redressal (including turnaround time for resolving queries), and other terms and conditions pertaining to the Products and Services of the Merchant. The merchant provides a copy of these documents as and when requested by the Service provider.

27. DATA PROTECTION

- 1. All the data processed under this Agreement is subject to the Data Privacy Regulations under Applicable Law. Merchant and Service Provider shall be subject to and will comply with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any other Applicable Law restricting collection, use, disclosure, storage, processing and free movement of personal information (collectively, the "Privacy Regulations").
- 2. Service Provider its employees, contractors or agents may, in connection with this Agreement, collect Personal Information in

- relation to Merchant (including Merchant Customers, employees and directors) Service Provider may process, use and disclose, transfer and store the Merchant's Customer's personal information for purposes connected with this Agreement and otherwise for the purposes of its legitimate business and business operations or as required by law. The Merchant shall co-operate with the Service Provider and Facility Providers in respect of any issues arising out of a breach or potential breach of security in relation to the holding of confidential data.
- 3. Insofar as information provided, or to be provided, by Merchant to Service Provider includes the Personal Information of Customers, Merchant represents and warrants that it has obtained sufficient informed prior consent in writing from each Customer to whom any Personal Information relates to, in order for Service Provider to comply with Applicable Law and which allows Service Provider to collect, use, disclose, process transfer and store such information for the purposes specified in this Agreement and the schedules, including in the circumstances described above, and will provide Service Provider with such consent as and when requested by Service Provider.

28. MISCELLANEOUS

1. **GOVERNING LAW AND DISPUTES** This Agreement shall be governed by the laws of India. The courts in Mumbai shall have exclusive jurisdiction. Any Dispute arising out of or in connection with the Agreement shall be amicably settled at the first instance by mutual discussions and negotiations. In the event the dispute is not resolved within 30 (thirty) days then any Party may refer the same to the arbitration of single arbitrator to be appointed mutually by the Parties. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to such arbitration or any enactment of statutory modification thereof. The arbitration proceedings shall be in the English language. The place of arbitration shall be Mumbai. The award of the arbitral tribunal shall be final and binding upon the Parties and no appeal against the same shall lie to any court. Notwithstanding the foregoing, either Party may bring an action before the courts in Mumbai of appropriate jurisdiction for interim injunctive relief. Merchant Partner agrees and acknowledges that IPSL shall not be made party to any dispute with Consumer/card holder/any other consumer which is in connection with/over Products offered/sold by the Merchant Partner and the Merchant

- Partner agrees to indemnify JPSL from any loss, cost, compensation etc. arising out of the same and out of disputes with the Consumer.
- 2. **RIGHT TO AMEND** These terms and conditions/Agreement may be amended by JPSL by publishing the revised Agreement, amendments, modifications, additions to the Agreement on the Platform of JPSL or by communicating the same to the Merchant Partner through email or letter correspondence. Continued use of the Payment Mechanism by Merchant Partner shall be treated as acceptance of the revised Agreement/amendments/modifications to terms by the Merchant Partner.
- 3. **ASSIGNMENT** JPSL may assign this Agreement to third parties without giving any notice and assigning any reason to the Merchant Partner whereas Merchant Partner may assign this Agreement by giving 30 days' notice to JPSL.
- 4. **OTHER PROVISIONS** The Agreement does not limit any rights that JPSL may have under trade secret, copyright, patent, or other laws. JPSL's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term in this Agreement shall be deemed as a further or continuing waiver of such term or any other term.
- 5. **NON EXCLUSIVITY** Nothing in this Agreement shall prohibit JPSL from providing services similar to those provided under this Agreement to other Merchant Partner/merchant including but not limited to competitors of the Merchant Partner.
- 6. **FORCE MAJEURE** Notwithstanding the provisions of this Agreement, Merchant Partner shall not be eligible for liquidated damages, damages or any cost or termination for default against JPSL, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. If a Force Majeure situation arises, IPSL shall as soon as reasonably possible notify the Merchant Partner in writing of such conditions and the cause thereof. Unless otherwise directed by the Merchant Partner in writing, IPSL shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Either Party may terminate this contract, by giving a written notice of minimum 30 days to other Party, if as a result of Force Majeure, JPSL being unable to perform a material portion of the services for a period of more than two months.

- 7. This Agreement constitutes the entire agreement between JPSL and the Merchant Partner pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Parties.
- 8. The Parties to this Agreement are independent contractors and nothing in this Agreement will make the parties joint ventures, partners, employees, agents etc. of the other party.
- 9. JPSL may amend this Agreement any time. Such amendment or variations shall be effective and binding on the Merchant Partner on its publication on the JPSL platform. The Merchant Partner shall visit JPSL Platform and keep itself updated to any changes and amendments. If Merchant Partner is not willing to accept the said amendment/modifications it shall notify the same to JPSL in writing within 5 days from the date such changes are published on the JPSL Platform.
- 10.**SEVERABILITY** Where any particular term or provision of this Agreement is determined under applicable law to be un-enforceable, such un-enforceable term(s) shall be severed from and will not affect any other terms and conditions. JPSL reserves the right to substitute any such un-enforceable term or provision with a suitable and enforceable provision at its sole discretion.
- 11.CHANGES TO THE JPSL POLICY AND TERMS AND CONDITION. The Merchant Partner agrees that it shall be bound by the JPSL Policy(s) and terms and conditions published on the Platform from time to time. The Merchant Partner shall frequently check the Platform for any changes in JPSL Policy and terms and conditions to stay informed. The Merchant Partner acknowledges and agree that it is their responsibility to review JPSL Policy and terms and conditions periodically and become aware of modifications.

29. VOICEBOX TERMS

1. The Merchant Partner understands that to ensure network connectivity for smooth Service(s) of the VoiceBox, JPSL has procured SIM cards from telecom service providers and assembled the same in the VoiceBox. In this regards the Merchant Partner undertakes and agrees to use the VoiceBox exclusively at the Merchant Partner's premises/location and for the purposes stated in the Agreement, in compliance with all Applicable Law.

- 2. The Merchant Partner hereby acknowledges, agrees and confirms that the VoiceBox, the SIM Card remains the exclusive property of JPSL and provided to the Merchant Partner on lease as a service on subscription model. The Merchant Party shall surrender the VoiceBox on demand during the term of this Agreement and immediately upon any termination of this Agreement in working condition. Under no circumstances shall the Merchant claim any right, title or interest in or to the VoiceBox for any reason whatsoever.
- 3. The Merchant Partner agrees that the Merchant Partner details may be shared with telecom service providers and/or other regulators, if required for the purposes of availing such services.
- 4. The Merchant Partner agrees and undertakes that it shall not remove the SIM Card from the VoiceBox under any circumstance.
- 5. The Merchant Partner shall be responsible for the safekeeping/maintenance of the VoiceBox and all other devices or items deployed or provided by JPSL and for the secrecy of any software and keys (embedded into the VoiceBox), if any and shall neither allow or facilitate any piracy, nor violate any copyright/trademark relating to any software or other intellectual property rights.
- 6. This Warranty of the VoiceBox excluding battery, charger, and USB cable, extends for a period of 12 months commencing from the date of the activation / date of payment of setup fee by the Merchant ("Warranty Period"). The Warranty of the charger, battery and USB cable extends for a period of 6 months commencing from the date of activation/ date of payment of setup fee by the Merchant.
- 7. During the Warranty Period, the Merchant Partner shall request for return or replacement via JioPay Business app or by contacting customer support via email. JPSL shall repair or replace the VoiceBox or any relevant parts thereof in the event that the VoiceBox is found to be defective without cost to the Merchant Partner during the Warranty Period. Provided that, in case the VoiceBox is damaged due to Merchant Partner's fault, charges against such damaged VoiceBox shall be deducted from Merchant Partner payout.
- 8. The Merchant Partner shall also be bound by the Limited Warranty Terms and Conditions mentioned on the warranty card.
- 9. The Merchant Partner shall not:
 - 10.Sell, assign, transfer, lease or otherwise dispose of any VoiceBox deployed or provided by JPSL;

- 11.Remove, conceal or alter any markings, tags or dates attached to VoiceBox or any part thereof indicating JPSL's ownership of such VoiceBox.
- 12.Permit any third party to perform the maintenance services on the VoiceBox deployed or provided by JPSL or effect modifications, enhancement or software/engineering changes to the VoiceBox or any other device deployed or provided by SBIP, without the prior written consent of SBIP or its authorization to its representatives.
- 13. Alter or modify the programme in the VoiceBox.
- 14. The Merchant Partner must inform JPSL of any loss of or damage to any SIM Card and/or VoiceBox or upon becoming aware that any party is making improper use of same. The Merchant Partner will be responsible for any charges incurred as a result of any unauthorised use of the SIM Card/ VoiceBox until such time as it has notified JPSL. In such an event, Merchant Partner understands that JPSL shall have to inform about the same to the telecom service providers and other regulators / authorities / law enforcement agencies.
- 15.Merchant Partner further agree and undertakes to be responsible/liable for any costs/damages/losses incurred by JPSL due to Merchant Partner's unauthorized/illegal use of VoiceBox or the SIM card fitted in such device, and/or any physical damage caused to the VoiceBox. In event of breach of this clause by Merchant Partner, JPSL shall have the right to terminate the agreement and take such appropriate action as it may deem fit, including but not limited to blacklisting and reporting of Merchant Partner to appropriate government authorities and immediate disabling or suspension of the SIM Card.
- 16.Merchant Partner agrees that the SIM card/data shall not be used to make any foul or profane expressions, impersonate another person with fraudulent or malicious intent, for any improper, immoral, antinational, unlawful, or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited messages, to call another person so frequently or at such times of the day or any other manner so as to annoy, abuse, threaten or harass to any other person whomsoever.
- 17. The Merchant Partner shall indemnify and hold harmless JPSL from all suits, costs, damages or claims of any kind arising out of any act or omission or misuse of the SIM card by the Merchant Partner or any other person with or without the consent of the JPSL or suffered as a result of any use of the SIM Card which is not in accordance with

- these terms and/or the provisions of any telecom tervice providers, or other laws, which are applicable to the SIM Card.
- 18. The Merchant Partner shall be liable to pay fees for using the VoiceBox as agreed by the Merchant with JPSL.

19. Other Terms and Conditions

- 20.Please note that the fee is subject to change and JPSL reserves the right to modify the pricing model at any time in the future. Any changes to the pricing model will be communicated to the Merchant Partner in advance.
- 21. Failure on the part of the Merchant Partner to make the Subscription fee or any other charges (if applicable) shall result in:
- 22.Late payment fees, penalties, interests, and/or any other charges as may be raised by JPSL;
 - 23.Netting/set off by JPSL of any and all amounts of the Merchant Partner which are accessible to JPSL including from the Nodal/Escrow Bank Account, the initiation of appropriate legal proceedings against Merchant Partner for recovery of its dues, deactivation of the VoiceBox and/or blacklisting of Merchant Partner;
 - 24.Repossession of VoiceBox by the Merchant Partner or deactivation of VoiceBox, if the VoiceBox remains inactive for a continuous period of 03 month or if Merchant Partner does not pay the monthly rental cost of the VoiceBox Device for a continuous period of 3 months.

30. Low KYC/P2PM Merchant

- 1. JPSL shall classify a Merchant as P2PM Merchant based on the transaction value that has been facilitated for such Merchant.
- 2. In the event of JPSL reclassifying the P2PM Merchant due to an increase in transaction value, it shall notify the P2PM Merchant of change in classification through the Platform or any other mode determined by JPSL. If such reclassification occurs, JPSL may request additional KYC documents from the P2PM Merchant. The P2PM Merchant is obligated to provide the requested information within the time period specified by JPSL.
- 3. If the P2PM Merchant is unable to provide additional KYC documents, JPSL reserves the right to reject or hold the transactions.

31. DECLARATION

The person accepting/executing/signing these terms and conditions on behalf of Merchant Partner ("Authorised Person") agrees and declares as under:

- 1. Authorised Person agrees and confirms that the Authorised Person is duly authorised representative of the Merchant Partner and signing on behalf of the Merchant Partner:
- 2. Authorised Person is legally empowered by and duly authorised as the Authorised Person, to accept these Merchant Partner terms and conditions.
- 3. The Merchant Partner is duly authorised under law to undertake all activities and assume all duties, responsibilities and obligations as Merchant Partner.
- 4. The digital copy of the proof documents, furnished by me and/or enclosed herewith, for establishing Merchant Partner identity, address and business (and which may include, for the purposes of establishing proof of bona fide business of Merchant Partner, the latest invoices placed on Merchant Partner by the supplier establishment recognized by JPSL) are true, complete and accurate in all respects.
- 5. To the extent that any of the proof documents furnished require renewals and/or re-authentication/attestation or where any further documents become necessary for submission, the Merchant Partner assumes complete responsibility for obtaining and submitting the same.
- 6. In case, any of the above information or documents are found to be insufficient, false, untrue, misleading and/or misrepresenting, the Merchant Partner assumes sole responsibility and liability for any and all ensuing consequences.

Jio Payment Solutions Limited (formerly known as Reliance Payment Solutions Limited)

Merchant Onboarding Requisites

Through JPSL's fast and frictionless signup process, merchants can start accepting payments with ease; however, they need to ensure that their basic details and requirements are available and updated. As a merchant, you can expect continued support and guidance from our sales teams when establishing a relationship and throughout the payment lifecycle thereafter.

Jio Payment Solutions Limited (formerly known as Reliance Payment Solutions Limited) (JPSL) is committed to comply with the requirements of 'The Prevention of Money Laundering Act, 2002, rules framed thereunder, and regulatory prescriptions of the Reserve Bank of India (RBI) under 'Anti-Money Laundering (AML)', 'Combatting the Financing of Terrorism (CFT)' and 'Know Your Customer (KYC)' guidelines while on-boarding of merchants. JPSL affirms that it will adopt and implement a robust framework that reflect its 'zero tolerance' for all associated risks. JPSL has accordingly adopted this policy known as 'Merchant Onboarding and KYC-AML Policy' keeping in view its business requirements.

Merchant Onboarding Process

Your Onboarding journey begins when you express an interest in JPSL solutions and services and continues beyond account activation for tracking periodic updates and continuous due diligence.

Merchant Registration

Options below to start your registration

- Download and Signing up with <u>IPSL Merchant Acquisition Form</u>
- In case of existing merchant, who needs to expand Jiopay Integration to its other business units, Please refer <u>JPSL Merchant Acquisition</u> <u>Form (Supplementary)</u>
- Write us to <u>merchant.support@jiopay.in</u> for more details

Prohibited Businesses

The Merchant will be informed by our Sales/Business team of the list of businesses for which payment processing services will not be offered by JPSL. Customer should check whether his business falls under the prohibited list or not, and proceed accordingly.

<u>Click here</u> to view detailed information on the prohibited businesses.

Document Submission

Once the merchants has verified their business does not fall under the prohibited list, the merchant further needs to go through the online signup process, they need to upload their KYC documents to complete their registration.

<u>Click here</u> to view List of Documents for Sole Proprietorship and Entity

Annexure

ANNEXURE I: Form (ANX-A) FORMAT OF DECLARATION TO BE FURNISHED WHEN OWNER NAME OR BUSINESS NAME NOT MENTIONED ON PROOF OF BUSINESS

<u>Click here</u> to view and download the <u>Form (ANX-A)</u>

<u>ANNEXURE II:</u> Form (ANX-B) FORMAT OF DECLARATION TO BE FURNISHED IN CASE OF MISMATCH OF DATE OF BIRTH

<u>Click here</u> to view and download the <u>Form (ANX-B)</u>

<u>ANNEXURE III:</u> Form (ANX-C) FORMAT OF DECLARATION TO BE FURNISHED IN CASE GST UNAVAILABLE

<u>Click here</u> to view and download the <u>Form (ANX-C)</u>

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 onboard 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 embodies, know how, works in any media software, information, trade secrets, material, property or proprietory interest that is owned prior to this arrangement, or that is created ore 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.

Grievance Redressal Policy Jio Payment Solutions Limited (Formerly: Reliance Payment Solutions Limited) **Revision History** Version number Created by **Last Approved** Approved by Date of last review Effective date V 2.0 **Operations Head** December 31, 2021 **Board of Directors** NA 10th July 2024

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1. INTRODUCTION

With the increased adoption of digital payments among the customers and merchants (hereinafter referred to as customers), implementation of robust and effective policies and arrangements for resolution of customer queries, complaints and disputes are of crucial importance for sustaining the trust in payments ecosystem and also for further deepening of

digital payments in the country. The overall quality of customer experience and satisfaction with service delivery and the ease of access to and effectiveness of supporting grievance redressal structures and mechanisms reflect an organization's governance engagement standards and value systems. Therefore, customer service for any organization requires a focused with the customers on an ongoing basis.

JPSL has adopted the RBI's Charter of Customer Rights as an intrinsic element in its value system which underpins the entire gamut of its customer engagement. Recognizing the right of the customers to grievance redressal and compensation, JPSL has adopted this Grievance Redressal Policy to provide a framework defining the scope, objectives, key design principles, grievance handling and resolution standards, and internal and external arrangements where the customer can seek effective recourse in the rare event of being dissatisfied with the quality of our products, services or grievance redressal actions.

JPSL believes in providing quality customer service in a friendly, efficient and helpful manner to create a delightful customer experience. For this purpose, JPSL, has put in place a centralized grievance redressal system that aims to provide satisfactory resolution of every query, request, complaint or feedback in a fair, transparent and unbiased manner. While doing so, JPSL treats the customers with complete dignity, respect and courtesy in their dealings with JPSL.

2. SCOPE

This policy covers all the payment related products and services offered by JPSL to its ystem participants and clients which are delivered, processed or serviced at/ by any of its offices/outlets/outsourcing agents in India.

3. OBJECTIVE

The grievance redressal policy sets out the framework, systems, operating principles and review mechanism for prompt and satisfactory redressal of grievances/ disputes/ complaints. The grievance redressal policy aims to achieve the following objectives on an ongoing basis:

- ➤ Facilitate fair and timely resolution of customer requests and complaints;
- ➤ Ensure unbiased, fair and just treatment to the customers while dealing with their concerns;
- ➤ Ensure transparent, courteous and expeditious resolution of customer issues;

➤ Educate the customers on alternate escalation mechanisms available to them for resolution of their complaints/issues, if they are not satisfied with JPSL response.

4. KEY DESIGN PRINCIPLES

The grievance redressal policy of JPSL is based on following key principles to offer a best in- class grievance redressal experience to customers:

- ➤ Fairness: Customers are treated in a fair, transparent and unbiased manner with complete dignity, respect and courtesy at all times.
- ➤ Quality: Customer queries, requests, complaints, feedback and disputes are dealt with an open mind and in a timely manner.
- ➤ Consistency: Customers are offered a standardized experience at all times irrespective of the size and segment of customer.
- ➤ Ownership: Commitment to maintain the highest standard of conduct and professionalism in service delivery.
- ➤ Transparency: Upfront disclosure of terms and conditions, timelines, technical and quality specifications, contra-indications, pricing and charges.
- ➤ Awareness: Information about various channels available for grievance redressal and the right to approach Nodal Officer are made publicly available.
- ➤ Simplified Process: The grievance redressal system is designed to be customer friendly with an easy grievance tracking mechanism.
- ➤ Empowerment: Educating customers on various avenues available to them to escalate grievances, including external bodies (RBI, Banking Ombudsman and Ombudsman for Digital Transactions).

5. GRIEVANCE HANDLING & RESOLUTION PROCESS

A. Registration and Tracking of Queries, Requests, Complaints and Feedback:

Customers can raise their queries, requests, complaints and feedback (QRCF) to JPSL for deficiency in service related to any of its payment products and services. JPSL will endeavor to provide multiple touch points for the convenience of customers to raise a QRCF. Customers can raise a QRCF either by writing a letter or through an email available on the website. An automated system acknowledges and assigns a unique tracking number to a QRFC received through electronic channels, which is shared with the customer for future reference and monitoring purposes. JPSL has put in place a dedicated and well trained help desk to handle QRCFs received from the

customers. The timeframe for resolution of QRCF is communicated by the Helpdesk to the customers through available channels.

The grievance redressal system implemented by JPSL covers various stages of transaction life cycle, different types of disputes, reason codes, process of dispute resolution, documentation required, escalation in case of unsatisfactory response, roles and responsibilities of various parties to the transaction, TAT for each stage, etc. The outcome of the grievance redressal mechanism is binding on all system participants. Customers may approach any alternative forum, including RBI or Banking Ombudsman or Ombudsman for Digital Transactions, for redressal of grievance if not satisfied with the redressal provided by JPSL.

B. Customer Complaint Resolution:

Customers can reach out to JPSL, issuing bank or merchant depending on the type of issue, to raise grievances pertaining to Transaction, Service fulfillment or Technology related issues. Mentioned below are grievance scenarios in detail for customer's reference.

- > Transaction related:
- No debit to account: Customer shall reach out to JPSL in case transaction is failing without any debit to account.
- Debit to account: Customer shall reach out to the issuing bank where transaction has been confirmed to be failed by the merchant, however the customer account has been debited.
- Refund amount not received: Customer shall reach out to the issuing bank where refund is processed successfully by the merchant, however customer has not received the amount.
- > Service fulfillment related:
- Payment made but issue with service availed: Customer to raise the complaint either with the concerned merchant or JPSL.
- > Technology related:
- System downtime related or unavailability of services.

C. Merchant Complaint Resolution:

Merchants can reach out to JPSL for Transaction related or Technology related issues. Mentioned below are the details about the issues that merchants can raise with JPSL.

> Transaction related:

- Refunds, transaction failure, transaction processing charges, settlement delay or failure, reconciliation, etc.
- ➤ Technology related:
- System downtime, Portal issues/crashes, chargeback/dispute related issues, etc.

D. Complaint Resolution TAT and Escalation Matrix:

JPSL follows the following TAT and escalation matrix for resolution of QRCF:

> Resolution at Level 1:

Customers can lodge their queries, requests, complaints and feedback at care@jiopay.in. JPSL endeavors to resolve all queries, requests, complaints and feedback received from the customers promptly and in any case within 10 working days from the date of receipt. In case of card-not-present transactions and UPI P2M transactions, where the customer account is debited but confirmation is not received at the merchant end, an auto-reversal is processed within T+5 days. A compensation of ₹100 per day is to be paid to the customer for any delay beyond T+5 days.

> Escalation at Level 2:

In case of non-redressal of complaint within the specified time period or unsatisfactory resolution at Level 1, customers can raise the case to Nodal Officer by sending an email at nodal.officer@jiopay.in. The Nodal Officer will get back to the customer within 10 working days from the date of escalation.

> Escalation to RBI for Banking Ombudsman or Ombudsman for Digital Transactions:

If the customer is not satisfied with the resolution provided or the customer does not receive any resolution within one month from the date of complaint, the customer can approach either the RBI or Banking Ombudsman or Ombudsman for Digital Transactions for an independent review. The details of the 'Ombudsman Scheme for Digital Transactions' is available at - https://rbidocs.rbi.org.in/rdocs/Content/PDFs/OSDT31012019.pdf

The grievance redressal mechanism of JPSL provides for a comprehensive framework for registration, tracking, resolution and analysis of QRCFs, and a robust review mechanism to identify and resolve any gaps in its products, services and processes. Root cause analysis of grievances will be carried out to ensure satisfactory grievance redressal. JPSL follows the turn-around-time for resolution of grievances as prescribed under the RBI guidelines on 'Harmonisation of Turn Around Time (TAT) and customer compensation for failed transactions using authorised Payment Systems' dated September 20, 2019.

6. POLICY REVIEW

The grievance redressal policy shall be reviewed if need be, for any amendments or updates, to reflect changes in the business strategy or regulatory guidelines impacting the grievance redressal mechanism. Any revision to the policy shall be approved by the Board. As a good governance practice, JPSL would endeavor to present a summary of complaints to the Board on a periodic basis (either quarterly or half-yearly).

7. REPORTING TO THE BOARD

An analysis of customer complaints covering types, geography, source, turn-around-time, amount of compensation paid, root cause analysis and corrective action taken including complaints received from the Government, RBI, Banking Ombudsman, Ombudsman for Digital Transactions and those escalated to any legal forum will be put up to the Board on a quarterly basis.

8. TRANSPARENCY AND DISCLOSURE

An up to date copy of this policy as approved by the Board of Directors of JPSL, the procedure for filing service/ product related complaints, access to the escalation matrix, contact details of the Nodal Officer and Ombudsman for Digital Transactions will be published on JPSL's website.

9. REGULATORY REFERENCES

- ➤ RBI 'Guidelines on Regulation of Payment Aggregators and Payment Gateways' dated March 17,2020 (as updated from time to time).
- ➤ RBI Guidelines on 'Harmonisation of Turnaround Time (TAT) and customer compensation for failed transactions using authorized Payment Systems' dated September 20, 2019.

RBI Guidelines on 'Ombudsman Scheme for Digital Transactions