

TERMS AND CONDITION BHARAT BILL PAY SYSTEM (BBPS)

A. DEFINITION

1. **Bharat Bill Payment central Unit (BBPCU)**: National payment corporation of India (NPCI) has been authorized by RBI as the BBPCU and is responsible for setting business standards, rules, and procedures for technical and business requirements for all participants in BBPS
2. **Bharat Bill Payment Operating Units (BBPOU) also referred to herein as Bank** are entities authorised by RBI to function as operational units under BBPS to function in adherence to the Procedural Guidelines, Standards ,circulars and notifications set by BBPCU;
3. **“Biller” also called Corporate** under this service shall mean entity who receives payments from Customer (who is such Biller’s consumer) and are on-boarded for the BBPS service by BBPOU under this present. The category of billers participating in BBPS service will be specified by BBPOU from time to time
4. **“Business day”**: shall mean any day except a. Sunday b. Public Holiday and c. the days on which the Banks in India are not operating.
5. **“Chargebacks”** shall mean reversal of any online transaction made by Agent Institution or its appointed Agent upon the instructions of Customer of biller on account of (i) any alleged forgery of his card or other details (ii) any charge/debit made on a Card that has been listed as a hot listed card or otherwise listed on the Card Association warning bulletins (iii) duplicate processing of the transaction; (iv) any amount required to be refunded due to, denial of transaction by the subscriber/ valid Card holder as wrongly charged payment/ extra payments and/or due to the fraudulent use/misuse of the personal and financial information of the Service Provider’s Subscriber by any unauthorized person and/or any other reason as required/approved by the concerned banks, as the case may be. Card transactions include credit card, debit card, and ATM cards and any other cards approved for payment using the BBPS services.
6. **“Customer”** shall mean a customer willing to pay Bill amount through Agent Institution or Agent by availing BBPS services.
7. **“Daily Settlement Report”** means a daily report prepared and maintained by both Agent institution and BBPOU in electronic form setting forth the following information relating to each online Transaction processed by the Agent Institution / Agent: transaction amount, date and time of transaction, transaction serial number, Service Provider identification and response code.
8. **“Transaction”** shall means bill payment transaction by a Customer processed through BBPS service as envisaged in this present. Transaction may be ON-US transaction or OFF-US transaction.
9. **“Transaction amount”**: means the amount intimated by the Agent Institution to BBPOU at the time of every transaction processed through the Agent intuition. Based on the transaction amount intimated BBPOU will deduct the transaction amount from the balance amount in account of the Agent Institution held with BBPOU. The Transaction amount is exclusive of any commission due receivable by Agent Institution.

B. GENERAL PROVISIONS:

1. Reserve Bank of India (RBI) has mandated implementation of Bharat Bill Payment System (BBPS) as an integrated bill payment system in the country which offers interoperable and accessible bill payment services with a single brand image through a network of agents as well as digital and online channels, enabling multiple payment modes and providing convenience of 'anytime anywhere' bill payment facility to customers and general public;
2. NPCI has been required by Reserve Bank of India to operate the Bharat Bill Payment System as BBPCU and to set necessary operational, technical and business standards for the entire BBPS and its participants and also undertake clearing and settlement operations relating to transactions pertaining to different BBPOUs involved in bill payment transactions;
3. Bharat Bill Payment Operating Units (BBPOUs) are entities authorised by RBI to function as operational units under BBPS to function in adherence to the Procedural Guidelines, Standards, circulars and notifications set by BBPCU
4. Clearing and settlement of OFF-US transactions pertaining to bill payments involving more than one BBPOU will be carried out by BBPCU in the settlement accounts of BBPOU with RBI
5. The services under BBPS facility is governed by Procedural Guidelines for BBPS issued by BBPCU and all other rules and procedures as applicable and in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time by BBPCU or Reserve Bank of India. Both the Parties shall adhere to the Procedural Guidelines and standards set by BBPCU as amended from time to time to provide services under BBPS. The process of on boarding, delisting, of the Biller shall be conducted as per the terms stated in Procedural Guidelines and Standards of BBP. The Biller at the time of on boarding, delisting, converting any Biller shall ensure adherence to the Procedural guideline, Standards and Rules of BBP.
6. Corporate agrees that it is competent in all respect to become a Biller in BBPS. The corporate being a provider of various services or product to their customers is desirous of collecting dues through BBPS.

C. ROLES AND OBLIGATIONS OF THE BBPOU :

1. Whereas The South Indian bank Ltd being competent in all respect to become a BBPOU Member of BBPS and to participate in related activities, and having been authorised as such by RBI has been admitted by BBPCU to BBPS as a direct member in accordance with extant rules and procedures.
2. Whereas Bank is authorised to handle both ON-US bills, that is bills in respect of which the relative biller and payment collecting agent or outlet or channel belong

- to the same BBPOU, and OFF-US bills, that is bills where the relative biller and payment collecting agent or outlet or channel belong to separate BBPOUs;
3. Bank shall comply with all requirements set by BBPCU existing and future with regard to and in connection with the appointment and continuance as BBPOU under the RBI authorisation.
 4. Bank shall abide by, comply with and be bound by the Procedural Guidelines for BBPS issued by BBPCU and all other rules and procedures as applicable and in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time by BBPCU or Reserve Bank of India.
 5. Bank shall comply with and faithfully implement in letter and spirit all Standards – Technical, Business and Operational – set by the BBPCU at all points of time.

D. ROLES OF THE BILLER:

1. To specify / demarcate to Bank the Authentication information, which has to be obtained by the Bank from the Biller's Customers who wish to avail BBPOU Facility.
2. To notify the Bank within reasonable time frame the acceptance or rejection of each request for activation of the BBPOU facilities by the Biller's customers. Any rejection has to be accompanied by the reasons for such rejections to enable the Bank to communicate the same with Billers Customers.
3. To sign and execute necessary documents with the Bank and /or the reserve Bank of India or the BBPCU as may be required to implement or facilitate the provision of the BBPOU facilities by the Bank to Biller.
4. To ensure that the billing and payments information / data provided by the Biller to the Bank in respect of the Billers Customers is provided in time is complete, accurate and in accordance with the Biller's business relationship with Billers' Customers.
5. To update the Biller's Customer account on a real time basis on receipt of payment success message received from the Bank. Biller shall credit the Biller's Customer account on the same day when Biller's Customer pays the bill.
6. To reconcile the funds remitted by the Bank on a daily/regular basis to ensure that the billing and payments information / data provided by the Bank to Biller is posted to the Biller's Customers account correctly , accurately timely.
7. To notify the Bank within reasonable time of any changes in the account information of the Biller's Customers to enable the Bank to update its records and provide BBPOU Facilities.
8. To forthwith inform the Bank about the Biller's Customers in respect of whom Biller decides to deactivate.
9. In the event of any dispute or refund claim the Biller shall (i) accept the claim without demure or protest, dispute or delay (ii)reserve the credit from such Biller's Customer account, (iii) immediately refund in full such amount to the Bank. In the event of any delay or incorrect posting by the Biller, the Biller shall resolve and correct the same at the earliest.

E. OBLIGATIONS OF THE BILLER

1. The Bank shall be responsible for only facilitations which are requested and authorized by the Bank and the Bank shall not be responsible for any unauthorized transaction done by any person including third party and amounting to infringement of another's rights or any claimed by the Billers' Customers. It will be the responsibility of the Biller to ensure due protection while debiting or crediting the Biller's Customer account. The responsibility of any dispute, which may arise on account of any claims made by the Biller's Customer, shall be sole responsibility of Biller, unless the loss is caused solely due to failure of BBPOU facility.
2. Any penalty, charge levied on the Bank by the BBPS or Banks or any other statutory authority due to the omission or commission of any act of Biller shall be borne and paid by the Biller.
3. In case of any disputed transactions being on account of reasons attributable to the Biller, the Bank may hold and/or settle such amounts as may be necessary on account of such disputes till the disputes are settled.
4. Biller has full power and authority to enter into the subject arrangements and to take any action and execute any documents required by the terms hereof and use of BBPOUs' services by the Biller has been duly authorized, duly and validly executed and delivered, and constitutes its legal, valid, and binding obligation, enforceable in accordance with the terms hereof.
5. Biller has obtained all regulatory approvals / licenses to enter avail BBOU services as a Biller. The Biller shall bring to the notice of BBPOU any expiry, material modification, or suspension of any such approvals/ licenses or the initiation of any adverse action by the relevant authority concerned, that may prevent/ restrict it from honoring these obligations
6. Any liability arising from the provision of BBPS, solely attributable to Biller pursuant to this Agreement shall be borne solely and exclusively by Biller.
7. Any loss arising out of any fraudulent electronic transactions in the biller's software shall be the sole responsibility of Biller.
8. Any payment of fees and charges to the Bank for providing services to the Biller under the BBP platform and the commission fees to be received by the Biller shall be mutually agreed between the Bank and the Biller, strictly adhering to the Principal Guidelines.
9. In the event of any chargeback, refund, or claim raised by Customer or Banks or Card Companies or BBPCU against the Bank due to any failure of transaction processed through the Biller's system shall be the sole responsibility of the Biller. The Biller shall be liable and responsible for any fraudulent activity any willful or negligent commission or omission by any of the Biller, representative of the Biller or customer. Any penalty, charge levied on the Bank by the BBP or Banks or Card Companies or any other statutory authority due to the omission or commission of any act of the Biller shall be borne and paid by the Biller.
10. Any and all issues regarding service fulfilment by the biller for the product or service provided or to be provided after receipt of payments through BBP Services shall be resolved by the Biller and such dispute and resolution thereof shall be the sole responsibility of the Biller. The Biller shall provide such information requested by the Bank in case the Bank ask for details.
11. Biller will make best effort to resolve such dispute on commercially reasonable

basis and in accordance with the laws. The Biller further acknowledges and confirms the in case of any disputed transactions being on account of reasons attributable to the Biller, the Bank shall hold such amounts as may be necessary on account of such disputes till such time that the disputes are settled.

12. The Bank shall not be responsible for any losses sustained through (i) the use of counterfeit or stolen cards, or stolen devices and (ii) fraudulent electronic transactions. It shall be at the sole discretion of the Bank to reverse any transaction and shall be subject to approval of the Billers. ii. The Bank shall not be held responsible or liable for any compliance of KYC/AML guidelines by the Biller.
13. Should any proceedings be undertaken which may give rise to a liability under these terms, the Biller shall provide the Bank with prompt notice and an opportunity to participate in any such proceedings to represent its interest appropriately.

F. TERMINATION:

The corporate shall cease to be a Biller of the Bank 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 the Biller because of restrictions or restraints imposed by a judicial authority or Government.
3. In case of failure to adhere to Anti Money Laundering (AML) guidelines, wherever applicable.
4. In case of insolvency or bankruptcy of the Biller.
5. If it does not continue to wholly conform to the qualification criteria as per RBI/BBP guidelines.
6. In case of breach of regulatory guidelines and applicable laws.
7. Breach of material terms and conditions of any agreement or these terms, guidelines or any other act, which may be detrimental to BBP.
8. Default in meeting the settlement obligation.
9. If customer disputes exceed certain thresholds, as fixed in consultation with regulator from time to time, and repeated warnings issued by the BBPCU and the Bank.

The above clauses on termination are in addition to the terms of Termination mentioned under the Master Service Agreement.

G. CONSEQUENCES OF TERMINATION:

In the event of termination for any reason whatsoever.

- i. No fees will be refunded in the event of termination.
- ii. Upon withdrawal or suspension or termination from the BBP, the respective the Biller should stop using the Bank and BBP name, logo, and trademark. Further, the same should be removed from all locations of display with effect from the date of termination.