



TERMS AND CONDITIONS FOR ALLOTING QR CODE TO MERCHANTS
BY KERALA GRAMIN BANK

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

Bank	Shall mean Kerala Gramin Bank or any successor or assign
QR code	Shall mean Quick Response Code
MuBQR	Merchant under BHIM QR
Customer	Shall mean those persons with whom MuBQR are carrying out their business
Merchant	An active account holder of our Bank involved in Business or Trade.
BHIM QR	Shall mean QR code used for acceptance of Payment by Merchant from Customer
UPI	Shall mean Unified Payment Interface
BHIM	Shall mean Bharat Interface for Money
Mobile Phone Number	Shall mean the Mobile number of the Merchant registered with the Bank
Account	Shall mean Account of Merchant with Bank's Branch
Acquirer Bank	Kerala Gramin Bank
Issuer Bank	Bank of the Customer from which the payment is made

APPLICABILITY OF TERMS AND CONDITIONS:

By activating this QR Code, MuBQR shall be deemed to have fully understood and accepted the terms and conditions set out here which shall form a binding contract between MuBQR and Bank. The MuBQR undertakes to comply with all such terms and conditions. These terms and conditions shall be in addition to and not in derogation of any other terms and conditions relating to any account of the MuBQR and/or the respective product or the service provided by the Bank unless otherwise specifically stated. The application submitted by the MuBQR for availing BHIM QR is part of this document.

GENERAL BUSINESS RULES GOVERNING BHIM QR:

1. Any change in the business rules of any of the processes related to this service will be notified on Bank's website www.keralagbank.com which will be construed as sufficient notice to the MuBQR.
2. MuBQR shall not receive any payment in cash or cheque from a customer in respect of a transaction effected through BHIM QR.
3. MuBQR shall not use BHIM QR for the purpose of settlement of any past debt due to the MuBQR either from the Customer concerned or from anyone else.
4. MuBQR shall allow normal discount, if any offered, to the customers even if he uses

BHIM QR for the purchase.

5. MuBQR shall inform the bank in writing about the intention to close the shop or about cessation of activities or about change of ownership, any change of business, address, account details, contact details – Phone number, mobile number, email id etc, within 7 days of such a change / activity.
6. Bank shall not be liable for the misconduct on the part of the MuBQR or Customer.
7. Only counter sales are permitted against acknowledgement by Customer for receipt of goods purchased in good condition and / or services availed.
8. It shall be the Bank's endeavour to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the MuBQR. The facility may be suspended due to maintenance or repair work or any breakdown in the Hardware/ Software for BHIM QR, any emergency or for security reasons without prior notice and the Bank shall not be responsible for any loss/damage to the MuBQR.
9. It shall be lawful for the Bank employees, officers, executives and nominees during the continuance of this arrangement to enter into or open the place or premises of the MuBQR to inspect, superintend working of the BHIM QR and/or to conduct rectification in the circumstances when the Bank shall deem it necessary either on their own or upon requisition of the MuBQR or to remove the BHIM QR or any part thereof for replacement or otherwise. For all such purposes the MuBQR shall provide free access to the authorised officials of the Bank employees, officers, executives and nominees and provide all necessary assistance at its disposal

OBLIGATIONS OF MuBQR under this Arrangement:

- 1.1 The Issuer Bank (Bank of the customer) can raise the chargeback to the Acquirer Bank in the instance where the customer using the services covered under this arrangement raises a complaint of non-receipt of goods/services from MuBQR despite having debited the account of the customer.
- 1.2 The Acquirer Bank has the right to chargeback from MuBQR, amounts arising out of the following circumstances, if the relative amount could not be recovered readily by the Issuer Bank from the concerned customer:
 - (i) Transaction does not conform to the requirements of the terms and conditions specified;
 - (ii) MuBQR shall pay Merchant Discount Rate (MDR) fixed by the Bank if any and the Bank shall be entitled to collect the same by debiting the CASA accounts maintained by the MuBQR at Branches.
- 1.3 The MuBQR shall place the BHIM QR Code at the MuBQR premises so that same is made available for the Customers to scan and pay and availing the services of BHIM QR. All charges to be incurred in this behalf, towards maintenance and other incidental charges, etc. shall be borne by the MuBQR.
- 1.4 MuBQR shall preserve the bills upto 12 months for future reference in case of disputes.

INDEMNITY:

The MuBQR shall be responsible for the acts of its employees/agents and will from time to time undertake and agree to indemnify, defend and hold the Bank harmless from any and all claims, damages or expenses, including without limitation, all the legal fees and other expenses, in connection with legal proceedings arising out of or relating to any act of MuBQR and its employees/agents including any loss or damage due to violation of any intellectual property rights or non-compliance of the terms and conditions of this arrangement or any other reason of the Bank permitting MuBQR to accept payment through BHIM QR from its customers, for the transaction/service rendered by MuBQR and any injury or death of any of the Bank's/Service Provider/agents if caused by the gross negligence of MuBQR or its employees or agents, while such employee/agent of Bank/service provider is on the location/premises of MuBQR".

Bank reserves the right, at MuBQR's expense, to assume the exclusive defence and control of any matter for which MuBQR is required to indemnify the Bank, including rights to settle and MuBQR agrees to co-operate with Bank's defense and settlement of these claims. This Clause shall survive the termination of this facility."

TERMINATION:

1. MuBQR, may at any time, by giving to the Bank, in writing a clear 30 days notice or a notice for such shorter period as the Bank may permit, terminate the facility.
2. Bank reserves the right to terminate the facility with MuBQR by giving 7 days prior notice and delist the MuBQR.
3. The Bank reserves the right to cancel the contract entered into with MuBQR and recover expenditure incurred by the Bank in the following circumstances:
 - i. MuBQR commits a breach of any of the terms and conditions of this arrangement;
 - ii. If found blacklisted by any Govt. Department /PSU/other Banks / CERT-In, during the course of contracted period;
 - iii. Non satisfactory performance of the MuBQR affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank;
4. Bank reserves the right to recover any dues payable by MuBQR from any amount outstanding to the credit of MuBQR, if any, under this contract.
5. Parties shall be entitled to the benefit accrued till the date of termination.
6. These remedies are in addition to any other remedies Bank may have at law or in equity.

CONFIDENTIALITY:

1. In this Arrangement the term "Confidential Information" shall mean any

information shared by the Bank under this arrangement. MuBQR shall hold all such confidential information in strict confidence and shall not disclose such data or information to any third person without the prior written approval of the Bank. MuBQR undertakes that the data or information obtained by virtue of this Arrangement shall not be used for any other purpose without the approval of the Bank.

2. MuBQR shall take all necessary steps to protect the data and Information from any unauthorised or inadvertent use. On noticing any such unauthorised or inadvertent use or disclosure, MuBQR shall immediately provide notice of the same in writing to the Bank and shall assist the Bank in remedying such unauthorised or inadvertent use or disclosure.
3. The Bank shall be deemed the owner of all the data and information, unless otherwise specified, disclosed by it or its representative to the MuBQR hereunder, including without limitation all intellectual properties, proprietary rights and interests therein and the Detective Agency acknowledges and agrees that nothing contained in this document shall be construed as granting any rights to the recipient, by licence or otherwise in or to any data or Information.
4. MuBQR agrees that any disclosure of any data or Information prohibited herein or any breach of the provisions herein may result in an irreparable injury and damage to the Bank, where in such an event, without prejudice to the other suitable legal remedies against, the Bank will also have the right to claim adequate pecuniary compensation from MuBQR. In addition, in the event of disclosure of any data or Information prohibited herein or dishonest use of such Confidential Information, the Bank may hold the MuBQR liable for criminal breach of trust.
5. Provided that the Confidentiality Clause may not be applied to the data or information which
 - (i) was available in the public domain at the time of such disclosure through no wrongful act on the part of MuBQR.
 - (ii) is received by MuBQR without the breach of these terms and conditions.
 - (iii) is required by law or regulatory compliance to disclose to any third person.
 - (iv) is explicitly approved for release by written authorization of the Bank.

DISPUTE RESOLUTION:

All disputes and differences of any kind whatsoever, arising out of or in connection with this arrangement or in the discharge of any obligation arising under this arrangement shall be resolved amicably. In case of failure to resolve the disputes and differences amicably, the parties shall be at liberty to initiate appropriate legal proceedings before the Courts of competent jurisdiction.

ASSIGNMENT:

MuBQR shall not assign, pledge or otherwise transfer this facility or any right or obligations under this arrangement without the prior written authorization of the Bank.

MuBQR shall at all times, comply with the provisions contained in the Information

Technology Act,2000 and the statutory rules framed thereunder, from time to time, in so far as the same has application to its operations in accordance with these terms and conditions, and also with all other laws, rules and regulations, whether already in force or which may be executed any time in future, pertaining to data security and management, data storage, sharing and data protection.

TERM OF THE ARRANGEMENT:

This arrangement will commence from the date of execution and is valid until the existence of the product – BHIM QR, from the date of receipt of BHIM QR from the Bank unless terminated by the Bank by giving 7 days prior notice.

Limitations of Liability and Damages:

“In no event Bank, or its directors, employees, agents will be liable to you for any special/indirect/incidental/consequential/punitive/reliance or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to this arrangement or MuBQR’s ability or inability to use the Bank’s services or any other interaction with Bank however caused or whether arising in contract tort, including negligence, warranty or otherwise. This clause shall survive the termination of this arrangement.”