

TERMS AND CONDITIONS FOR BILL PAYMENT SERVICES

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Introduction

The following Terms and Conditions (“Terms”) shall be applicable to the Customer (defined below) for availing and using Bill Payment Services (defined below) over Platform (defined below) for making payment towards Billers (defined below) through an authorized Bharat Bill Payment Operating Unit i.e. namely PayU Payments Limited (“PayU”) duly empowered by NPCI Bharat BillPay Limited (“NBBL”), (a wholly owned subsidiary of National Payment Corporation of India (“NPCI”)) and Reserve Bank of India (“RBI”) on the terms & conditions appearing herein below. .

Groww Pay Services Private Limited (“Groww”, “We”, “Us”, “Our”) offers a wide range of Bill Payment Services on Our payment service platform – Groww (“Platform”) to facilitate the Bill Payments (defined below) with regard to numerous establishments in the capacity of an Agent Institution. Those establishments that are not covered under the NBBL’s BBPS System, are supported by Biller Aggregator PayU.

DEFINITIONS

“**Agent Institution**” shall mean an agent onboarded by BBPOU (defined below) as a customer service point for provision of Bill Payment Services (defined below). Groww is facilitating the Bill Payment Services in the capacity of an Agent Institution after being duly onboarded by PayU, being the authorised BBPOU.

“**BBPCU**” shall mean Bharat Bill Payment Central Unit i.e., NBBL - a single authorized entity operating BBPS (defined below).

“**BBPS**” shall mean Bharat Bill Payment System Services under the supervision of NBBL/ RBI.

“**BBPOU**” shall mean Bharat Bill Payment Operating Units functioning in adherence to the standards set by the RBI and BBPCU. PayU is the authorised BBPOU under the present arrangement.

“**Biller**” shall mean a service provider who ultimately receives payments from Customers and participates in the BBPS through the BBPOU and shall be read with the meaning ascribed to the term in the Procedural Guidelines of NBBL (defined below). This may include such Billers onboarded by PayU.

“**Biller Aggregator(s)**” shall mean and include PayU with whom, Groww has direct arrangements for facilitating Bill Payment Services with respect to the Billers that are not covered under the NBBL’s BBPS framework.

“**Bill**” shall mean the amount paid by the Customer to Merchant (defined below)/Biller via Agent Institution for Bill Payment (defined below) which may include convenience/ service charge (if any) and all other taxes, duties, costs, charges and expenses (if any).

“**Bill Payment**” shall mean the Bill paid by the Customer, wholly or in part for the utility/ other services provided by the Merchant/Biller.

“Bill Payment Services” shall mean and include the bill payment services through the BBPOU duly covered under NBBL’s BBPS framework and also the bill payment services wherein Groww has direct arrangement with Bill Payment Aggregator like PayU.

“Merchant” shall mean the merchant providing products/ services to the Customer.

“OFF-Us” shall have the meaning ascribed to the term in the Procedural Guidelines of NBBL, where the Biller and payment collecting agent belongs to different BBPOUs other than PayU;

“ON-Us” shall have the meaning ascribed to the term in the Procedural Guidelines of NBBL, where Biller and payment collecting agent belong to PayU.

“Guidelines” herein refers to Implementation of Bharat Bill Payment System – Guidelines dated November 28th, 2014, issued by the RBI and guidelines provided by any appropriate authority, from time to time including any/ all amendments, additional circulars, as the case may be, and shall include Procedural Guidelines of NBBL.

“Procedural Guidelines of NBBL” shall mean Procedural Guidelines For Bharat Bill Payment System issued by the NBBL in December 2017 and as amended from time to time.

“Transaction” shall mean every order or request placed by the Customer either as On-Us transaction or Off-Us transaction through Bill Payment Services on the Platform, for making payment of Bill to the Biller while using and accessing the Platform.

“You”, “Yours”, “Yourself”, “End User Customer”, “Customer”, “User” shall mean the individual who wish to avail Bill Payment Services over the Platform for making payments towards identified Billers.

(a) Groww is facilitating Transactions in its capacity of Agent Institution through BBPOU, which is an entity duly authorized by RBI and NBBL to function in adherence to the Guidelines.

(b) You acknowledge that Groww is only a facilitator and it is not involved in the actual settlement of payment. Any concerns or disputes in relation to the same shall be taken up as specified below under the clause on ‘Customer Complaints’.

(c) You undertake and affirm to avail Bill Payment Services through Platform, and acknowledge and agree that:

(i) BBPOU or any other internet gateway payment platform may levy charges as per their respective policy(s) including but not limited to their terms of use for availing the Bill Payment Services. Customer is solely responsible to read, and understood such terms of use before using or availing Bill Payment Services;

(ii) Your access to Bill Payment Services through the Platform may be suspended or terminated or blocked or disabled permanently if Groww has reasonable grounds to suspect that information provided by You are untrue, inaccurate, incomplete, or not in accordance with the Terms provided herein or are in contravention to any Guidelines or in case of any suspicious or fraudulent activity by You on the Platform; and

You shall be solely liable and accountable to keep Your OTP, PIN, Debit Card details, Credit Card Details, Bank account details and other related details confidential and safe from any unauthorized use. You accept and acknowledge that Groww shall not be liable in any manner whatsoever if such details are disclosed and their confidentiality is compromised which may lead to an unauthorised usage or access and cause loss/ damage to You.

(iii) You agree and give Your consent to Groww to access, process, share Your information including personally identifiable information. Further, Groww may make Your information, including personally identifiable information, Transaction Information available to group companies, affiliates and subsidiary companies to enable providing You Services through the Platform and You give Your consent for the same.

(iv) Customer's Complaints: Any queries, concerns, dispute, complaints/grievances related to Bill Payment Services and/ or failed payments, refunds, chargebacks, pending payments as well as payments done to an incorrect bank account or UPI ID should be directly taken up as follows:

On our Platform www.groww.in . You may also write to us at support@groww.in or call us on 9108800604.

However, if You do not hear from us within 10 business days and/or if You are not satisfied with the resolution provided to You by Us, You may reach out to the Grievance Redressal Officer (GRO)/Nodal Officer of BBPOU and/or with the Biller Aggregator on: billpayoperations@payu.in and/or +91 124 6624998, and/or Biller Aggregator's complaint registration portal available at <https://bbps.payu.in/#/main/complaintreg>. as the case may be and the same shall be handled in accordance with applicable law and BBPOU's terms of use.

(iv) Groww at its sole discretion may change or discontinue the relationship with BBPOU and Biller Aggregators and onboard any other authorized BBPOU entity or Biller Aggregators without notice to You from time to time.

(v) You accept that any transaction carried out or attempted to carry shall be governed by the (a) the policies of BBPCU, BBPOU, (b) the policies of Merchants/ Billers, the requisite Guidelines and these Terms.

(d) You agree that You are not permitted to commercially offer the bill payment options for making payments towards bills that do not belong to You.

(e) You understand and acknowledge that You will be solely liable for inaccuracy of any information provided by You to Groww. Groww shall in no manner be responsible to verify the authenticity or correctness of the information provided by You. In particular, you are responsible for ensuring the correctness of (i) details of the Biller / Bill account number; (ii) details of the payment instrument (or selection from the saved payment instrument) used to make payment towards a Bill; and (iii) the amounts of payment.

Once You furnish any details as regards to a Biller on the Platform, You authorize and give Your consent to Groww to fetch, the Bill details, using, storing and sharing the information (which shall be deemed to be true and accurate) furnished by You, on an ongoing basis. You may be able to view Your current and future Bill details as and when they are available. Incase You wish to withdraw Your consent (opt-out) with respect to data given by You towards bill payment including any personally identifiable information, You may write to us at support@groww.in

(f) You agree that it shall be Your responsibility to ensure to verify the Bill details carefully before carrying out any Transactions. Groww shall not be responsible for any discrepancy in the Bill details and in the event of any discrepancy in the Bill details, You would be required to coordinate with the Biller.

(g) You also agree that Groww may send notifications to You by setting up a reminder facility for Your Bills. You may also enable the auto payment facility on the Platform by expressly consenting to the same. You understand that Transactions once carried out and the payments once made to the Billers for Bill Payment Services shall be non-refundable.

(h) You agree that upon relevant Billers being identified, Groww or the Platform shall from time-to-time fetch from the relevant Biller Aggregator or through BBPS payment system, the Bill details and payment status in relation to Your account with the relevant Billers, and Groww or Platform may display such information to You on the Platform and/ or send You reminders for Your outstanding dues towards such relevant Billers.

(i) Groww shall not be responsible for any delayed payments towards the Billers, or any penalty/ interest levied by the Biller upon You, and such responsibility shall solely lie with You.

(j) You shall be responsible for keeping a track of Your periodic bills, subscription fee and recharge expiries and or due dates of any utilities/ services or recurring charge services that You have availed and Groww shall not be responsible for any technical issue related to periodic retrieval of the Bills from the Billers or any errors/ discrepancies in the Bills.

(k) You understand and agree that Groww is only a facilitator of payments and is not a party to the payments. Groww may utilize the information provided by You including but not limited to the consumer number, subscription ID, bill number or registered mobile number, registered telephone number, Biller's account ID/ customer ID, or such other identifier(s) which are required to fetch the outstanding payment(s) due/ subscription or Bill value, subscription plan, due date, and such other information necessary to facilitate the Bill payments ("Bill Payment Information").

(l) You agree and authorize Groww to communicate with the Biller, third party service providers, aggregators with Your account information/Bill Payment Information for processing a Transaction.

(m) There may be charges for access, third party payments or such other data fees from third party payment participants and/ or Billers which You expressly agree to the same and shall not hold Groww liable for the same. The disclosure with respect to charges would be made as per regulatory requirements.

(n) For both ON-Us Transactions and OFF-Us transactions, the settlement mechanism shall be in the manner set out in the BBPOU/Biller Aggregator's terms of use. The payment realization varies from Biller to Biller, and are subject to the policies and procedures of such Billers and You understand that Groww shall process the Bill Payments only upon receiving valid instructions from You. Groww shall not be in any manner responsible for the delays/ reversals or failure of Transaction. If You erroneously send a payment to the wrong party or wrong Biller or make duplicate payments or send a payment for the wrong amount (for instance a typographical error at Your end), Your only recourse will be to contact the Biller /party to whom You have sent the payment and ask them to refund the amount. Groww will not be responsible for the same and will not reimburse You or reverse a payment that You have erroneously made.

Disclaimers

BILL PAYMENT SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE BILL PAYMENT SERVICES, ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GROWW MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OR CONDITION OR UNDERTAKING OR TERM OF ANY KIND

WHATSOEVER FOR THE BILL PAYMENT SERVICES OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE BILL PAYMENT SERVICES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE BILL PAYMENT SERVICES. GROWW DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE BILL PAYMENT SERVICES, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GROWW DOES NOT WARRANT (i) THAT THE FUNCTIONS CONTAINED IN THE BILL PAYMENT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (ii) THAT THE BILL PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS; AND (iii) THAT ANY PRODUCTS, INFORMATION OR MATERIAL OBTAINED BY YOU IN CONNECTION WITH THE BILL PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS. GROWW SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTION (INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF TRANSACTIONS) THAT YOU MAY FACE ON THE PLATFORM WHETHER OR NOT CAUSED BY GROWW. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF THE BILL PAYMENT SERVICES AND OTHER INFORMATION PROVIDED BY GROWW. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

Intellectual Property Rights

Groww, Platform and the processes, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the "Content") on the Platform is owned by Groww and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

The trademarks, logos and service marks displayed on the Platform ("Marks") are the property of Groww or other respective third parties, as the case may be. You are not permitted to reproduce or distribute or otherwise use the Marks without the prior consent of Groww or the third party that may own the Marks.

Groww shall not at any point of time hold any right, title, or interest in and to the intellectual property rights arising out of or associated with the application form, applied for and the registrations obtained by the Users.

Violation of the Terms

You agree that any violation by You of these Terms shall constitute an unlawful and unfair business practice, and will cause irreparable harm to Groww, for which monetary damages would be inadequate, and You consent to Groww obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that Groww may have at law or in equity.

Indemnity & Liability

In no event will Groww be liable for any direct or indirect, consequential, incidental, special or punitive damages liabilities (including statutory), including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to use the Platform.

You shall indemnify, hold harmless and defend Groww, its directors, employees, licensee (as applicable), its independent contractors, and their respective officers, directors, agents, and employees, from any claim or demand, or actions or damages, costs, liabilities and expenses including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of any actual or alleged breach of these Terms and other policies, terms, guidelines provided by Us, or Your actual or alleged violation of any applicable law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party or in case of gross negligence, fraud and misconduct or Your wrongful or improper use of the Bill Payment Services.

You agree that, if You are dissatisfied with the Bill Payment Services or any portion thereof, Your exclusive remedy shall be to stop using the Bill Payment Services.

Termination

You agree that Groww at its sole discretion may terminate Your arrangement without prior notice and restrict Your access to Groww App if We determine that You have violated the Terms. You consent that in case Groww suffers losses, not limited to monetary losses, due to Your actions, We can take injunctive relief as deemed necessary within the said circumstances. We may also suspend Bill Payment Services or terminate Your arrangement in case of violation of User conduct of the Platform as defined by Groww.

Governing Law

These Terms and the rights and obligations thereunder and the relations of the parties and all matters arising under or in connection with this Terms, including the construction, validity, performance or termination thereunder, shall be governed by and construed in accordance with the laws of the Republic of India. The courts in Bengaluru, Karnataka shall have exclusive jurisdiction over all matters connected with the Bill Payment Services.

Miscellaneous

We endeavor to execute and process transactions as per the defined process, however, We, shall not be held responsible for any non-responsiveness, delay, failure of systems or any other circumstances that might not be in Our control.

We reserve the right to change/modify the Terms, at any time and without notice. You can determine when the Terms were last modified by referring to the "Last Updated" legend above. However, We shall not undertake to update You with the content contained herein from time to time. You are obliged to exercise Your independent diligence on the same before arriving at any decision and You will be solely responsible for Your actions. We shall not be held responsible for all or any actions that may subsequently result in any loss, damage and or liability on account of such change in the information in the Terms. Your continuous use of the Groww following the posting of changes shall mean that You accept and agree to the changes and the Terms and Conditions and shall be legally bound by the same. You acknowledge and agree that the Bill Payment Services shall be subject to these Terms.

Notice

All notices from Groww will be served by email or SMS to Your registered email address or Mobile number respectively or by general notification on the Platform.

Assignment

You cannot assign or otherwise transfer these Terms, or any rights granted hereunder to any third party. Our rights under these Terms are freely transferable by Groww to any third party without the requirement of seeking Your consent.

Severability

If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

Force Majeure

Groww shall not be liable to You for its failure to perform or for delay in providing You access to Your account or to any Bill Payment Services thereof, to the extent such failure or delay results from causes beyond its reasonable control, including, without limitation, acts of God, fires, explosions, wars or other hostilities, sabotage, civil unrest, network disruptions or failures, change in laws, rules and regulations, insurrections, revolutions, strikes, labour unrest, earthquakes, floods, pandemic, epidemics or regulatory or quarantine restrictions, unforeseeable governmental restrictions or actions or controls or a failure by a third party hosting provider or internet service provider or on account of any change or defect in the software and/or hardware of Your computer system.

IP Infringement

If You believe the Groww violates Your intellectual property, You must promptly notify Groww in writing at support@groww.in. These notifications should only be submitted by the owner of the intellectual property, or an agent authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Platform. You are required to provide the following details in Your notice:

- a) the intellectual property that You believe is being infringed;
- b) the item that You think is infringing and include sufficient information about where the material is located on the Platform;
- c) a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;
- d) Your contact details, such as Your address, telephone number, and/or email;
- e) a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner, or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
- f) Your physical or electronic signature.