

Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

# <u>Terms of Use</u> (Last updated – May 2023)

### Introduction

The Unified Payments Interface ("**UPI**") is a payment platform built by National Payments Corporation of India ("**NPCI**") that allows instant online payments between the bank accounts of any two parties. UPI offers an architecture and a set of standard Application Programming Interface ("**API**") specifications to facilitate these online payments. It aims to simplify and provide a single interface across all NPCI systems besides creating interoperability and superior customer experience.

These terms and conditions **("Terms")** regulate the payments done under UPI, a payment service platform ("**Platform**") developed by NPCI, an umbrella organisation incorporated in 2008 and acting as the settlement/clearing house/regulatory agency for UPI services. We, Groww Pay Services Private Limited ("**Groww**", "**We**", "**Us**", "**Our**") are a Third party application provider ("**TPAP**") authorized by NPCI to facilitate payments through "**Yes Bank Limited**" ("**Sponsor PSP Bank**"). We are a service provider, and We participate in UPI through Sponsor PSP bank.

We are bound by the tripartite agreement entered with the Sponsor PSP Bank and NPCI.

These Terms are an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable. The Terms is (i) published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and (ii) generated by a computer system and does not require any physical, electronic, or digital signatures by Groww.

### Definitions

"Applicable Law" means all applicable laws, rules, regulations, guidelines, statutory or government notifications including Reserve Bank of India ("RBI") regulations and various rules issued by parties involved in the payment system.

**"Bank Account /** - Any bank account offered by any bank where (a) money can be held; (b) money can be debited from; and (c) can be credited to.

**"Customer's Bank"** - The bank where the End-User Customer maintains his/her account that has been linked for the purpose of debiting/crediting the payment transactions made through UPI.

**'Groww Platform'** - Refers to the platform providing hosting and internet based services including website/mobile app management, API integrations, software & technological solutions, server management and other services.

**"Groww UPI App"** - The mobile based application offered by Groww through which the UPI Services shall be provided to Users, including Merchants, hosted on Groww Platform.

"Merchant" - means a person or entity with whom permitted transaction is done using Groww UPI App.

"NPCI" - NPCI is a Reserve Bank of India authorized payment system operator. NPCI owns and operates the UPI payment system.

"Payment Participants" shall mean all parties that are involved in the payment system, which inter alia, include



payment/bill aggregators, Payment Service Provider ("**PSP**"), acquiring banks, partner banks, the issuer of Bank Account, card associations, NPCI, RBI, etc.

"Services" - shall include all the UPI services extended / to be extended by Groww Pay Services Private Limited.

**"Sponsor PSP Bank"** - Sponsor PSP Bank is the banking company authorized to act as a PSP under the UPI framework. Sponsor PSP Bank engages the TPAP to provide UPI services to the end-user customer.

**"TPAP"** or **"Third Party Application Provider**" is an entity that provides the UPI compliant app to the End-User Customers to facilitate UPI based payment transactions.

"UPI" - Unified Payment Interface, as defined by NPCI under respective directives and notifications.

**"UPI PIN"**- Personal Identification Number which You create/set during first time registration on UPI app and is used as authorization credentials by the issuer bank for debiting a User's account. It will be a 4-6 digits numeric PIN only.

"VPA" - Unique Virtual Payment Address, registered with the NPCI that can be linked with Your Bank Account(s).

"You", "Yours", "Yourself", "End User Customer", "User"- is the individual who uses UPI payment facility to send and receive payments and avails UPI facility by linking their Bank Account(s).

# Scope of Groww UPI App Services

Groww UPI App is a TPAP authorised by NPCI to facilitate payment transactions as a service provider and participate in UPI through Sponsor PSP Bank. For the avoidance of doubt, in relation to UPI transactions, You are also subject to the Sponsor PSP's terms and conditions <u>https://www.yesbank.in/digital-banking/payment-solutions/upi</u> Further, the use and processing by the Sponsor PSP Bank of Your personal data available to the Sponsor PSP Bank during or pursuant to UPI transactions is subject to the privacy policy available on the Sponsor PSP Bank.

Groww UPI App may facilitate provision of third-party products or services to you. You agree and acknowledge that these third-party products or services are offered by parties other than Groww, and are subject to third-party terms. You may need to accept additional terms and conditions to use these third-party services. You agree and acknowledge that Groww will not be liable or responsible for any loss You may incur as a result of Your interaction with a third party product or service facilitated on the Groww UPI App.

You agree and acknowledge that the payment transactions or any communication/offers carried out through Groww UPI App are solely between the Users. You agree and acknowledge to the following:

- a) Groww is only a facilitator of payment transactions;
- b) Groww is not a party to these payment transactions;
- c) Groww is not a PSP;
- d) Groww is not and will not be responsible for the products or services You purchase;
- e) Groww is not and will not be responsible for any communications made by You or any communication or offers made to You through Groww UPI App;



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

- f) Groww is not responsible of any act/omission of the Users, including, non-completion of a transaction;
- g) Any facilitation of transactions by the Groww UPI App does not guarantee any sufficiency of funds in the User's Bank Account;

# **Eligibility to Use**

Use and access to the Groww UPI App is available to all persons who can be legally bound by contract and who are not disqualified or declared incompetent under the Indian Contract Act, 1872. You hereby represent that You are: (i) of legal age to form a binding contract i.e., above 18 (eighteen) years of age (ii) not a person barred from receiving the Services from the Groww UPI App under the applicable laws and (iii) competent to enter into a binding contract. In case You are accessing Groww UPI App as a representative of and on behalf of a legal entity or organisation, (i) You represent and warrant that You have the full authority to represent the legal entity and have power to bind them; and (ii) You understand that the Privacy Policy, upon acceptance by You, is applicable to and binds all other persons accessing or using the Groww UPI App and the Services on behalf of the same legal entity or organisation for this purpose

# Registration

The registration process is a standard process which is defined and governed by NPCI under UPI guidelines and may change from time to time. We in the capacity of a TPAP are responsible for implementing the process as notified by NPCI and Sponsor PSP bank from time to time. You understand that the registration process may include access to Your mobile network and sending You SMS using Your Phone to verify, validate, register and link Your bank account on Groww UPI App and create a unique VPA. Groww UPI App shall store the VPA details.

VPA can be used to:

- a) Pay at merchant locations using QR code through Your Groww <u>UPI App</u>.
- b) Pay online through merchant websites.
- c) For making payments as permitted by relevant regulators and PSPs.

The details provided by You as part of the UPI registration process, which *inter alia*, includes Your name, geolocation, phone number and banking information, shall be shared with and maintained at Sponsor PSP Bank and NPCI secure library and You consent to share this data and authorize Sponsor PSP Bank and NPCI to maintain this data.

# Transactions

UPI can be used for Person to Person money transfers or to purchase products and services online or offline on any Merchant platform. Your UPI PIN needs to be entered on Your mobile to authorize every UPI payment. You need to ensure that You are connected to the internet at the time of making any transaction. However, please note that this facility may not be extended by Us for all transactions.

UPI is one of the payment options available to You on various Merchant platforms and We assume no responsibility for the products / services purchased using Our UPI and any liability thereof is expressly disclaimed.

UPI transactions are subject to minimum and maximum transaction limits that may be set by Us, User, Sponsor PSP Bank, the Payment Participants or as may be prescribed under the provisions of Applicable Law.



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

Further, We, Sponsor PSP Bank or other Payment Participants may also reject/suspend transactions (in whole or in part) based on their respective policies and assessment.

Your transaction records can be reviewed on the Groww UPI App. You are required to review all transactions and in case You identify any error or unauthorised transaction, You are requested to notify this to Us as per the Dispute Redressal Mechanism (*defined below*).

You can refer to NPCI's FAQ's available under the link <u>NPCI FAQ LINK</u>, to further understand the concept and process of UPI services

# **User Responsibility & Obligations**

While You register and transact using Groww UPI App, You are required to ensure the following -

- a) You are solely responsible for linking Your correct bank account.
- b) Since Your mobile number is treated as the primary identifier, Your mobile number needs to be updated with the bank linked to Groww UPI App in case of any changes.
- c) In case You change the handset, it is mandatory for You to download the Groww UPI App again and follow the UPI registration process again.
- d) If You change the mobile number registered with Us, You will have to update Your new mobile number with Your issuer bank first and follow the UPI registration process again on Our Groww UPI App.
- e) You are solely responsible to keep Your OTP, UPI PIN and Bank Account related details confidential. Sharing such information with others may lead to unauthorized usage, for which We shall not be responsible.
- f) You shall take full responsibility of the payment request that You make and authorize on Groww UPI App, including addition of beneficiary, typing and reviewing VPAs and validating intended recipients and We do not take correctness of information that You enter during payment processing, including authorization.
- g) You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms, We, shall have the right to indefinitely suspend or terminate or block access to Your account on the Groww UPI App.
- h) You agree that Groww UPI App as a TPAP, in UPI payment system shall not be liable for any delay in the completion of funds transfer or any loss on account of error in the execution of funds transfer by You.
- i) You are required to ensure availability of sufficient funds in the linked Bank Account(s), for UPI services in order to avoid transaction declines and charges if any accessed by Your issuer bank.
- j) You agree and understand that 'Groww' shall onboard You on the NPCI operated centralised mapper(s) such as 'UPI ID Mapper' to enable You to send or receive funds using a defined 'UPI Number' (which can be Your mobile number by default) and You agree and consent that such onboarding shall be done by Groww on Your



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

behalf within the defined and permitted structure of NPCI. This process shall be as per directives of NPCI and shall include but not limited to sharing Your UPI details (collected and maintained by Groww to provide UPI services) with NPCI and linking of default bank account / VPA to your 'UPI Number'. This would enable you to accept payments against your UPI number. Groww shall provide you an option to de-link the default mapping of UPI number processed on Groww App. You further agree to receive funds from other users registered on Groww and consent that Groww will process such transactions to Your linked default bank account without checking with the NPCI Mapper.

# **Roles & Responsibilities of NPCI**

- a) NPCI owns and operates the UPI platform;
- b) NPCI prescribes rules, regulations, guidelines, and the respective roles, responsibilities and liabilities of the participants, with respect to UPI. This also includes transaction processing and settlement, dispute management and clearing cut-offs for settlement;
- c) NPCI approves the participation of issuer banks, Sponsor PSP Banks, TPAP and Prepaid Payment Instrument ("PPI") issuers in UPI;
- d) NPCI provides a safe, secure and efficient UPI system and network;
- e) NPCI provides online transaction routing, processing and settlement services to members participating in UPI;
- f) NPCI can, either directly or through a third party, conduct audit on UPI participants and call for data, information and records, in relation to their participation in UPI;
- g) NPCI provides the banks participating in UPI access to system where they can download reports, raise chargebacks, update the status of UPI transactions etc.

# **Roles & responsibilities of Sponsor PSP Bank**

- a) Sponsor PSP Bank is a member of UPI and connects to the UPI platform for availing UPI payment facility and providing the UPI payment facility to the TPAP which in turn enables the End-User Customers / Merchants/Users to make and accept UPI payments.
- b) Sponsor PSP Bank, either through its own app or TPAP's app, on-boards and registers the End-User Customers on UPI and links their bank accounts to their respective UPI ID.
- c) Sponsor PSP Bank is responsible for authentication of the End-User Customer at the time of registration of such customer, either through its own app or TPAP's app
- d) Sponsor PSP Bank engages and on-boards the TPAPs to make the TPAP's UPI app available to the End-User Customers;
- e) Sponsor PSP Bank has to ensure that TPAP and its systems are adequately secure to function on UPI platform;



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

- f) Sponsor PSP Bank is responsible to ensure that UPI app and systems of TPAP are audited to safeguard security and integrity of the data and information of the End-User Customer including UPI transaction data as well as UPI app security;
- g) Sponsor PSP Bank has to store all the payments data including UPI transaction data collected for the purpose of facilitating UPI transactions, only in India;
- h) Sponsor PSP Bank is responsible to give all UPI End-User Customers an option to choose any bank account from the list of banks available on UPI platform for linking with the End-User Customer's UPI ID
- i) Sponsor PSP Bank is responsible to put in place a grievance redressal mechanism for resolving complaints and disputes raised by the End-User Customer

### **Roles & responsibilities of Groww as a TPAP**

- a) Groww is a service provider and participates in UPI through Sponsor PSP Bank;
- b) Groww shall comply with all the requirements prescribed by Sponsor PSP Bank and NPCI in relation to TPAP's participation in UPI;
- c) Groww shall ensure that its systems are adequately secured to function on the UPI platform
- d) Groww shall comply with all the applicable laws, rules, regulations and guidelines etc. prescribed by any statutory or regulatory authority in relation to UPI and Groww's 's participation on the UPI platform including all circulars and guidelines issued by NPCI in this regard;
- e) Groww shall store all the payments data including UPI transaction data collected by Groww for the purpose of facilitating UPI transactions, only in India
- f) Groww is responsible to facilitate RBI, NPCI and other agencies nominated by RBI/ NPCI, to access the data, information, systems of Groww and carry out audits of Groww, as and when required by RBI and NPCI;
- g) Groww shall facilitate the End-User Customer with an option of to raise grievance through Groww's UPI App or website and such other channels as may be deemed appropriate by Groww like e-mail, messaging platform, IVR etc..

# **Dispute & Grievance**

We shall be the first point of contact for all grievances/complaints related to UPI transactions for customers registered for UPI services on Groww UPI App ("**Dispute Redressal Mechanism**"). In case the complaint/grievance remains unresolved, the next level for escalation will be the Sponsor PSP Bank/remitter bank/beneficiary bank and NPCI in the same order.

# **Dispute Redressal Mechanism**

a) You can raise a complaint with respect to a UPI transaction with Us on the below mentioned Link in the table;



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

- b) You can specify about the relevant UPI transaction and raise a complaint in relation thereto;
- c) The complaint can be raised for both the types of transactions i.e., fund transfer and Merchant transactions;
- d) You shall be kept communicated by Us by means of updating the status of your complaint on Groww UPI App or any other means such as Email, Mobile.

Entity	Grievance Redressal Link
Groww	https://groww.in/p/upi-dispute-redressal-mechanism
Sponsor PSP Bank	https://www.yesbank.in/contact-us
NPCI	https://www.npci.org.in/what-we-do/upi/dispute-redressal- mechanism

# Use of Groww UPI App

Subject to compliance with the Terms, Groww hereby grants You a non-exclusive, limited privilege to access and use the Groww UPI App. You agree to use the Groww UPI App only: (a) for purposes that are permitted by the Terms; (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines; and (c) for availing the Services through the Groww UPI App. You agree not to engage in activities that may adversely affect the use of the Groww UPI App by Groww and/or other Users.

You agree not to access (or attempt to access) the Groww UPI App by any means other than through the interface that is provided by Groww. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Groww UPI App or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Groww UPI App, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Groww UPI App. You as a User shall use Groww UPI App only for lawful and bona fide purposes.

Further, You undertake not to host, display, upload, modify, publish, transmit, store, update or share any information that:

- a) belongs to another person and to which You do not have any right;
- b) is obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting, or harassing on the basis of gender, racially, or ethnically objectionable, relating or encouraging money laundering or gambling, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
- c) is harmful to child;
- d) infringes any patent, trademark, copyright, or other proprietary rights;
- e) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature;
- f) impersonates another person;



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

- g) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence, or is insulting other nation;
- h) contains software virus or any other computer code, file or program designed to interrupt, destroy, or limit the functionality of any computer resource;
- i) violates any law for the time being in force;
- j) disrupt or interfere with the security of, or otherwise cause harm to, the Groww UPI App, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Groww UPI App or any affiliated or linked sites;
- k) violate the Terms contained herein or elsewhere; and
- I) reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Groww UPI App

You shall solely be responsible for maintaining the necessary computer equipment and internet connections that may be required to access, use, and transact on the Groww UPI App.

# Disclaimers

THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GROWW AND ITS GROUP COMPANIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICES OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES. GROWW DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GROWW DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. 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 GROWW UPI APP WHETHER OR NOT CAUSED BY GROWW.

# **Intellectual Property Rights**

Groww UPI App 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 Groww UPI App 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 Groww UPI App ("**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.



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

# Violation of the Terms

You agree that any violation by You of these Terms will 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 Groww UPI App and/or Groww Platform.

You shall indemnify and hold harmless Groww, its owner, licensee (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms and other policies thereto, or Your violation of any 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.

### Termination

You agree that Groww at its sole discretion may terminate Your arrangement without prior notice and restrict Your access to Groww UPI 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 Services or terminate Your arrangement in case of violation of User conduct of Groww Platforms as defined by Groww and its Group.

You may note that We shall retain Your registration information, VPAs, transactional information or any other information that We are permitted to store as permitted under the UPI Payment System for the duration as specified in regulations or notified by NPCI from time to time even after termination of contract.

#### **Governing Law**

This 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 Services.

#### Disclaimers

You understand that the terms of availing of UPI Services using NPCI Platform, Sponsor PSP Bank and Groww shall not create any contractual obligation against any NCPI system participants and downloading or using the Groww UPI App does not automatically entitle You for Groww UPI Services. We do not make any warranties and make no representation about the quality and availability of UPI Services.



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

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. Your transaction records and other logs to the extent allowed to be maintained under applicable laws, with Us shall be final and binding as a proof of the Services and transactions carried out through Us.

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 UPI App following the posting of changes shall mean that You accept and agree to the changes and shall be legally bound by the same.

Further, by furnishing Your personal information to or giving Your consent to Groww to access Your personal information for the purpose of rendering the Services, You also agree that You are interested in availing the Services through the Groww UPI App in accordance with 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 Groww UPI App.

#### Assignment

You cannot assign or otherwise transfer the Terms, or any rights granted hereunder to any third party. Groww rights under the 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 and/or the Groww UPI App shall not be liable to You for its failure to perform or for delay in providing You access to Your account or to the Groww UPI App or any 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, insurrections, revolutions, strikes, labour unrest, earthquakes, floods, pandemic, epidemics or regulatory or quarantine restrictions, unforeseeable governmental restrictions 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 UPI App violates Your intellectual property, You must promptly notify Groww in writing at



Vaishnavi Tech Park, South Tower, 4th Floor, Sarjapur Main Road, Bengaluru, Karnataka -560103 CIN: U67100KA2021PTC149048 email: <u>corp.secretarial@groww.in</u> Tel:080-69601300

<u>support@groww.in</u>. 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 Groww UPI App. 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 Groww UPI App;
- 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 Groww UPI App;
- 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.

# **Amendment of Terms**

Groww retains the unconditional right to modify or amend these Terms and notify You of the same. You can determine when these Terms were last modified by referring to the "Last Updated" legend above. It shall be Your responsibility to check the Terms periodically for changes. Your continued usage of the Platform shall signify Your consent to such changes and agreement to be legally bound by the same.