

## BANK OF INDIA

### Terms and Conditions for BOI BHIM UPI Services

All Customers and/or Users are requested to read and understand the Terms and Conditions outlined below. Usage of the Unified Payments Interface Application of Bank of India shall be construed as acceptance and unconditional undertaking to abide by following Terms and Conditions. Words and/or expressions used under the Bank's Terms and Conditions outlined, but not specifically defined herein shall have the respective meanings assigned to them by NPCI.

#### Definitions:

The following words, phrases and expressions shall have the corresponding meanings wherever appropriate unless the context indicates otherwise:

**1.1 Account(s)** refers to the Customer's Savings/ Current/Over Draft Account and so maintained with Bank of India which are eligible Account(s) for operations through the use of BOI BHIM UPI services (shall be referred to as an "Account" in singular and "Accounts" in plural).

The BOI BHIM UPI Services will be available in case of joint accounts, only if the mode of operation is indicated as 'either or survivor' or 'anyone or survivor' or 'former or survivor'. The Bank reserves the right to make available the Services on selective basis at its discretion, in case of mode of operation are other than the mentioned above on such additional terms and conditions as it deems fit. The access rights on the account shall be dependent on the mode of operation given in the account. Further, all transactions arising from the use of BOI BHIM UPI Services in the joint account shall be binding on all the joint account holders, jointly and severally.

**1.2 "Bank"** means Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its registered office at "Star House" Bandra Kurla Complex, Bandra (East), Mumbai 400 051, India including any branch office, thereof.

**1.3 "BOI BHIM UPI"** shall mean Unified Payments Interface(UPI) of the bank and includes the services over the application.

**1.4 "NPCI"** shall mean National Payments Corporation of India a company incorporated in India under Section 25 of the Companies Act, 1956 and acting as the settlement, clearing house and regulating agency for UPI payment system.

**1.5 "UPI"** shall mean Unified Payments Interface services provided by NPCI through the NPCI UPI libraries facilitating payment, for the purpose of push or pull transactions as per the regulations and guidelines issued by RBI, NPCI and the Bank from time to time.

**1.6 "Confidential Information"** refers to the information obtained by the merchant/customer from/or through the Bank for availing various services through **BOI BHIM UPI**.

**1.7 'Mobile Phone Number'** shall mean Registered mobile number of Mobile Banking for Bank of India customers, and for other bank customer, the mobile number linked at their Bank's CBS for any financial transaction alerts.

**1.8 'Product'** shall mean **BOI BHIM UPI**, the Merchant UPI service provided to the User.

**1.9 'Bank's website'** means [www.bankofindia.co.in](http://www.bankofindia.co.in)

**1.10 "OTP"** shall mean One Time Password.

**1.11 "Payment Service Provider"** or PSP shall mean Banks that are mandated to acquire and provide the UPI services.

**1.12 "User"** means the customer who are BOI BHIM UPI app users for accessing UPI services offered by bank of India.

**1.13 "Merchant/s"** shall mean mobile based online and offline entities that provide goods and services in exchange of payment through UPI.

**1.14 "Customers"** means a person including individual(s), company, proprietary firm, HUF, etc...who has an account with the bank and who has been authorised by the Bank to avail the **BOI BHIM UPI** services in accordance with the terms and conditions contained herein.

- ◇ In case of the customer being Hindu Undivided family (HUF), the karta of the HUF shall be duly authorized to use **BOI BHIM UPI** services and the same shall bind all the members of the HUF.
- ◇ In case of customer being a company/firm/ other bodies the person authorized to use the **BOI BHIM UPI** services and the same shall be binding on the company/firm/ other bodies.
- ◇ In case the customer is an individual the individual himself/ herself

**1.15 "Personal information"** refers to the information provided by the Customer and /or User to the Bank.

**1.16 "SMS Banking"** shall mean the bank's SMS banking facility under **BOI BHIM UPI** services which provide the customer services such as information relating to Account(s) of the customer, details about transactions, utility payment funds transfer and such other services as may be provided or the **BOI BHIM UPI** using 'Short Messaging services' (SMS) by the Bank from time to time.

**1.17 "Terms"** refers to the terms and conditions for use of **BOI BHIM UPI** services as detailed in this document.

**1.18 "MPIN"** refers to the Mobile Banking Personal Identification Number which is a unique number, that is required for the accessing the application.

**1.19 "UPI PIN"** refers to the UPI transaction Personal Identification Number which is a unique number that is required for executing transactions.

In this document all references to the user in masculine gender shall be deemed to include the feminine gender and vice versa.

### **Applicability of Terms and Conditions**

These Terms and conditions (or 'Term') mentioned herein form the contract between the Customer and / or User and the Bank for using the UPI Service. By applying for merchant UPI Services and accessing the service, the User acknowledges and accepts these Terms and Conditions. Any conditions relating to the accounts of customer other than these Terms will continue to apply except that in the event of any conflict between these Terms and the account conditions, these Terms will continue to prevail. The Term mentioned herein shall include any subsequent modifications or changes to it duly made by the Bank and published in the site or Bank's website [www.bankofindia.co.in](http://www.bankofindia.co.in). The agreement shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier.

Each User and / or customer desirous of availing **BOI BHIM UPI** shall apply for the same by way of a one-time registration, in such form, manner and substance as the Bank may prescribe. The Bank shall be entitled, at its sole discretion, to accept or reject such applications without assigning any reasons. These terms will be in addition to and not in derogation of the terms and conditions relating to any account of the

Bank Customer.

### **General Business Rules Governing BOI BHIM UPI**

As a PSP, the Bank will acquire customers by providing the UPI application on mobile application to the customers. The **BOI BHIM UPI** application can be used by the Bank's customers only to transact through their bank account after a one-time registration process.

The Bank reserves the right to decide what services may be offered. Additions/ deletions to the services offered under the product are at its sole discretion.

The user and / or customer agrees that he/she shall use only his/her Mobile Phone to access the application offered by Bank. The access is restricted to him/her on the specific Mobile Phone Number only as registered with the Bank(s) for UPI service.

The user and / or customer agrees that the responsibility for the accuracy of the particulars given for accepting a UPI transaction shall lie with the User and/ or customer and he / she shall be liable to compensate the Bank for any loss arising on account of any error in the transaction.

The user and / or customer is responsible for the correctness of information supplied to Bank through the use of or through any other means such as electronic mail or written communication. Bank does not accept any liability for the consequences arising out of erroneous information supplied by the user and/ or customer.

The Bank shall be within its right to suspend the registration of any user and / or customer if the UPI service has not been accessed by the customer and / or user for 180 days or more.

The Bank through **BOI BHIM UPI** shall endeavour to provide to the customer and / or user, such services as it may decide from time to time.

The customer and/ or user agrees to use single mobile phone which is linked to his Bank account for accessing the services under UPI platform. Change of mobile phone shall be properly re-registered according to application requirement.

Customer and / or user agrees that any dispute resolution shall be as per the guidelines issued by Bank or NPCI from time to time.

Any change in the business rules of any of the processes will be notified on Bank's website [www.bankofindia.co.in](http://www.bankofindia.co.in) and this will be construed as sufficient notice to the customer/ user.

The Bank may give a reasonable notice for withdrawal or termination of **BOI BHIM UPI**, but the Bank shall be within its right to withdraw permanently or temporarily or terminate the same, either wholly or partially, anytime without giving prior notice to the user.

The **BOI BHIM UPI** service may be suspended for any maintenance or repair work for any breakdown in the Hardware/ Software related to **BOI BHIM UPI**, any emergency or security reasons without prior notice and the bank shall not be responsible if such an action has to be taken for such reasons.

The Bank may also terminate or suspend the services under **BOI BHIM UPI** without any prior notice if the customer and/ or user has violated the terms and conditions laid down by the Bank.

### **Usage of Product**

By accepting the terms and conditions during the one time registration in **BOI BHIM UPI** while registering for the product, the customer and/ or user:

- Agrees to use **BOI BHIM UPI** for financial and non-financial transactions offered by the Bank from time to time.
- Also irrevocably authorizes the Bank to Credit/debit/instruct to debit the merchant's account for all transactions/services undertaken by using QR Code generated on this application, as per the Banks' laid down guidelines for UPI.
- Agrees to use the services offered under the product using the MPIN and UPI PIN in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- Agrees to keep the MPIN and UPI PIN confidential and will not disclose these to any other person or shall not record them in a way that would compromise the confidentiality of the same or security

of the service and the customer shall only be responsible for any loss, consequence caused due to misuse of such credentials.

- Agrees that he/ she is aware and accepts that the UPI service offered by the Bank through **BOI BHIM UPI** will enable him/her to accept UPI payments within the limits prescribed by the Bank and all such transactions will be deemed as bona-fide transaction.
- Understands and agrees that transactions originated using the mobile phones are non- retractable as these are instantaneous and real time.
- Understands and explicitly agrees that Bank has the absolute and unfettered right to revise the prescribed ceilings and charges from time to time which will be binding upon him/her.
- Agrees to use the product on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the **BOI BHIM UPI** app only through Mobile Phone Number which has been used to register for the service.
- Expressly authorizes the Bank to carry out all requests and/or transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her MPIN and UPI PIN. In the case of payment facilities like cash out, fund transfer, mobile top up, bill payment, etc. which may be provided at a future date, the User shall be deemed to have expressly authorised the Bank to make the payment when a request is received from him/ her.
- Accepts that any valid transaction originating from the registered mobile phone number shall be assumed to have been initiated by the User and any transaction authorized by the MPIN and UPI PIN is duly and legally authorized by the User.
- Agrees that while the Information Technology Act, 2000 prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, the Bank is authenticating the customer and /or User by using Mobile Number, MPIN, UPI PIN or any other method decided at the discretion of the Bank which may not be recognized under the IT Act, 2000 for authentication of electronic records and this is acceptable and binding to the customer and /or User and hence the customer and /or User is solely responsible for maintenance of the secrecy and confidentiality of the MPIN/ UPI PIN without any liability to the Bank.
- Agrees to keep himself/ herself updated with regard to any information/ modification relating to the services offered which would be publicized on the Bank's websites and would be responsible for taking note of/ compliance of such information/ modifications in making use of the Product

### **Funds Transfer Services**

The Customer and/ or User shall not use or attempt to use the BOI BHIM UPI services for funds transfer without sufficient funds in the concerned account or without a duly sanctioned pre-existing arrangement with Bank for the grant of an overdraft. The Bank will endeavour to effect funds transfer transaction received through authorized BOI BHIM UPI subject to availability of sufficient funds in the Account. The Bank shall be within its right to revise and /or specify from time to time the limit for carrying out various kinds of funds transfer or any other services through BOI BHIM UPI without giving any notice to the customer. The said facility will be provided as per the terms and conditions specified by Bank from time to time. Bank shall not be liable for any act or omission with respect to any of the transactions, non-payment, late payment etc .

In the event of overdraft created due to oversight/inadvertently or due to any other reason, the Customer shall be liable to pay overdrawn amount together with the interest on such over drawn amount, as decided by the Bank from time to time and shall be repaid by the customer forthwith.

**Taxes, Duties, Charges:**

The customer and / or user agrees and acknowledges that in consideration of the Bank providing the Customer and /or user the BOI BHIM UPI Services, the Bank is entitled to receive charges, service charges as the Bank determines from time to time. The Bank reserves the right to charge and recover from the Customer and /or user's account such charges, service charges for providing services through BOI BHIM UPI Services. The Customer and / or user hereby authorizes the Bank to recover the service charge by debiting any of the Accounts of the Customer and /or user by sending a bill to the Customer who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by the Bank in a manner as the Bank may deem fit along with such interest stipulated by the Bank and/or withdrawal of the BOI BHIM UPI Services without any further notice to the customer and /or user and without any liability to the Bank. All out of pocket expenses where ever applicable shall be borne by the Customer and /or user, which may be in addition to the aforesaid Charges, as may be decided by the Bank from time to time. The Customer and /or user shall also be liable to pay GST and /or any other fees/taxes as levied by Government and/or any other Regulatory authorities from time to time, failing which the Bank will be at liberty to make payment of such amount by debiting the customer and /or user's account. In the event any authority decides that this document and/ or the Application form submitted by the Customer and/or User is liable to be stamped, the liability to pay the same along with penalty and other monies if any levied, shall be on the Customer and /or User and in which case the Customer and / or User shall immediately pay such amounts to the concerned authority/Bank without demur. The Bank shall also be within its right to pay such amounts to the concerned authority by debiting the Customer and /or user's account without any notice to the Customer and / or User.

**Others**

The customer and /or user shall be required to acquaint himself/herself with the process for BOI BHIM UPI and that he/ she shall be responsible for any error made while using the service.

While it shall be the endeavour of the Bank to carry out the instructions received from the customer and /or users, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The user and/ or customer declares and confirms that the information provided to Bank while applying the ----- facility is true and correct and expressly authorizes the Bank to access his/her BOI BHIM

UPI application information required for offering the services and also to share the information regarding his/ her BOI BHIM UPI application with the service provider/ third party outsourced agents as may be required to provide the services.

The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.

The customer and/or user hereby authorizes the Bank and/or its agents to send promotional messages including the products of the Bank, greetings or any other messages the Bank may consider to

The customer and /or user understands that the Bank may send "rejection" or "cannot process the request" messages for the service request(s) sent by the customer and/or user which could not be executed for any reason.

The Bank shall make all reasonable efforts to ensure that the user information is kept confidential but shall not be responsible for any inadvertent divulgence or leakage of confidential user information for reasons beyond its control or by action of any third party.

The Customer and/or user understands and agrees that Telecom Service provider of the customer and /or user may levy charges for each SMS/ dial/GPRS/USSD and the Bank shall not be liable for any dispute that may arise between such telecom service provider and the customer and /or user.

The clause headings herein are for only for convenience and do not affect the meaning of the relative clause. The customer and / or user understands and agrees that Bank may sub-contract and employ agents for providing BOI BHIM UPI Services to the customers and/ or users, at its discretion, and in such case the Bank will have to share such customer information to the subcontractors so as to facilitate them to perform their obligations.

### **Accuracy of Information**

It is the responsibility of the customer and/or user to provide correct information to the Bank through the use of the Product or any other method. In case of any discrepancy in this information, the customer and /or user understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavour to correct the error wherever possible on a best effort basis, if the customer and /or user reports such error in information.

The customer and /or user understands that the Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.

The customer and /or user accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss / damage suffered as a consequence arising out of erroneous information supplied to bank.

The Customer and / or hereby indemnifies and shall keep fully Indemnified the Bank for any loss, damage or claim sustained to the Bank acting on such erroneous information supplied by the Customer and/ or User.

### **Responsibilities and obligations of the merchant/User**

The User and/or customer will be responsible for all transactions, including unauthorised, erroneous, wrong, incorrect, / mistaken, false transactions made through the use of his/ her mobile phone, SIM card, MPIN, UPI PIN regardless of whether such transactions are in fact entered into or authorized by him/ her. The User and /or customer shall be responsible for the loss, damage, if any suffered in respect of all such transaction.

The customer and /or User shall take all necessary precautions to prevent unauthorized and illegal use of BOI BHIM UPI Services and unauthorized access to the accounts provided by BOI BHIM UPI. The customer and /or User shall take all possible steps to ensure that the Application and the mobile phone are not shared with anyone and shall take immediate action to block the SIM as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.

It will be the responsibility of the customer and /or User to notify the Bank immediately if he/ she suspect the misuse of the MPIN. He / she shall also immediately initiate the necessary steps to change / regenerate his MPIN.

The customer and /or User shall be liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise the Bank within a reasonable time about any unauthorised access in the UPI application.

The customer and / or User shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection, SIM card and mobile phone through which the product is availed and the Bank does not accept/ acknowledge any responsibility in this regard.

### **Disclaimer**

The Bank, when acting in good faith, shall be absolved of any liability in case:

The Bank is unable to receive or execute any of the requests from the customer and/or User and /or there is loss of information during processing and/ or transmission and /or any unauthorized access by any other person and /or breach of confidentiality and /or due to reasons beyond the control of the Bank. There is any kind of loss, direct or indirect, incidental, consequential incurred by the customer and / or User or any other person due to any failure or lapse in the Product which are beyond the control of the Bank. There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of the Bank which may include, but not limited to, technology failure, mechanical breakdown, power disruption, etc. There is any lapse or failure on the part of the service providers and / or any third party affecting the said Product and that the Bank makes no warranty as to the quality of the service provided by any such provider.

The Bank shall under no circumstance be held liable to the Customer and/ or User if the BOI BHIM UPI Services is not available in the desired manner for any reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason.

The Bank, its employees, agent, contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect, consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings, goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the customer and /or User and /or any person howsoever arising from or relating to any delay, interruption, suspension, resolution, error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, error in transmission of any information, message to and from the telecommunication equipment of the customer and /or User and the network of any service provider and the Banks system and /or any breakdown, interruption, suspension or failure of the telecommunication equipment of the User, the Banks system, the network of any service provider and/or any third party who provides such services as is necessary to provide the Product.

The Bank shall not be responsible if the UPI application is not compatible with/ does not work on the mobile handset of the customer and /or User.

The Bank shall not be liable for any loss caused by a technical breakdown of the payment system.

Use of BOI BHIM UPI may be terminated without notice at the Banks discretion which may be upon the death, bankruptcy or insolvency of the customer and /or User or on receipt of request from the customer and /or User, receipt of an attachment order from a competent court and /or revenue

authority and/or from RBI and /or Regulatory Authority due to violation of any Regulations and / or RBI regulations, or for any other valid reasons and /or when the whereabouts of the customer and /or User become unknown to the Bank due to any cause attributable to the customer and /or User or any other reason which the Bank deems fit.

The Bank is not responsible for the refusal by any Merchant Establishment (ME) to accept or honour the UPI service, nor shall it be responsible in any respect for the services offered to the customer and /or User. The customer and / or User shall handle or resolve all claims or disputes directly with such Establishments and no claim by the customer and /or User against the Merchant Establishment is subject to set-off or counterclaim against the Bank. The customer/Users BOI BHIM UPI app will be credited only on receipt of money from the Merchant Establishment or the acquirer. The dispute resolution will be as per the UPI Dispute settlement guidelines of NPCI.

The Bank shall not be responsible for furnishing original bills of the Merchant Establishment to the customer and /or User.

### **Indemnity**

In consideration of the Bank providing the Product, the customer and /or user hereby indemnifies and shall keep indemnified and hold the Bank, including their officers, employees and agents, harmless against all actions, suit, claims, demands proceedings, losses, damages, costs, charges, all legal expenses including but not limited to the Attorney's fees or any loss and expenses which the Bank may at any time incur, sustain, suffer and/or be put to as a consequence of and /or arising out of and /or in connection with any services provided to the customer and /or User pursuant hereto. The customer and / or user indemnifies and shall keep indemnified the Bank for unauthorized access by any third party to any information/instructions/triggers given by the customer and /or user and /or breach of confidentiality.

### **Disclosure of Information**

The Customer and/ or User agrees that the Bank or their agents may hold and process their Personal Information and all other information concerning their Account(s) and/or otherwise in connection with the BOI BHIM UPI Services as well as for analysis, credit scoring and marketing. The Customer and/ or User also agrees that the Bank may disclose, to other institutions/Government departments/ statutory bodies/RBI/Credit Information Bureau of India Ltd/ any other Regulatory Authority such Personal Information as may be required for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal and /or regulatory directives, for credit rating by recognized credit scoring agencies, for fraud prevention purposes.

### **Change of Terms**

The Bank has the absolute discretion to amend or supplement any of the Terms specified in this document at any time and will endeavour to notify such changes wherever feasible. The Bank may introduce new services within BOI BHIM UPI Services from time to time at its discretion. The existence and availability of the new functions, changes etc. will be published on Play Store/APP Store or by any other means, as and when they become available. The Customer and/or User agrees to be bound and shall abide by the terms and conditions as applicable.

### **Right of set-off and Lien:**

Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits held in the Account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, including but not limited to the dues arising as a result of the BOI BHIM UPI Services extended to and/ or used by the Customer and /or user.



## **Risks**

The Customer hereby acknowledges that he/ she and/ or user is utilizing the BOI BHIM UPI Services at his/her own risk.

These risks would include the following risks,

(i) Misuse of MPIN/ UPI PIN:

The Customer and/ or User acknowledges that if any unauthorized/third person obtains access to his MPIN or UPI PIN, such unauthorized/third person would be able to have access to the facility and to provide instructions to the Bank and transact all his accounts. In such case, the Bank shall not be liable for any loss, damage sustained to Customer and /or user. The Customer and User shall ensure that the terms and conditions applicable to the use of the PIN as contained in the BOI BHIM UPI Services are complied with at all times and it is the responsibility of the customer and/ or user only to keep credentials like MPIN, UPI PIN etc. confidential.

(ii) Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect instructions given to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions which could affect the instructions given to the Bank. The Customer shall separately evolve/ evaluate all risk arising out of the same and shall take all measures to avoid any such instance and the Bank shall not be liable under any circumstances for any loss, damage, etc. caused to the customer and/ or user and /or any other person.

(iii) Mistakes and Errors:

The Customer and User are aware that they are required to mention correct details. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts, for which Bank shall not be liable. The User and Customer shall ensure that there are no mistakes and errors and the information/ instructions given by the User and Customer to the Bank in this regard are without error, accurate, proper and complete at all points of time. On the other hand, in the event of Customer's account receiving an incorrect credit by reason of a mistake, the Customer and/ or User shall immediately inform and return such amounts to the Bank together with interest at such rates determined by the Bank, till repayment. The Bank shall also be entitled to recover such amounts together with interest as above and reverse the incorrect credit at any time whatsoever without prior notice / consent of the Customer and /or user. The Customer and / or user shall be liable and responsible to the Bank and shall accede and accept instructions of the Bank without demur for any unfair or unjust gain obtained by the Customer and / or user.

(iv) Transactions:

The transactions as per customer's and/ or User's instructions under BOI BHIM UPI Services may not fructify or may not be completed for any reason whatsoever. In such cases, the Customer and/ or user shall not hold the Bank responsible or involved in any manner in the said transaction(s) and contracts and Customer's sole recourse in

this regard shall be with the party to whom customer's and /or User's instructions were favouring. The Bank is merely providing the services to the Customer and the Bank shall not be responsible in this regard.

(v) **Technological Risks:**

The technology for enabling BOI BHIM UPI Services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code or programme. It may also be possible that the site of the Bank may require maintenance/repairs and during such time it may not be possible to process the request of the Customer and/or User. This could result in delays in processing of instructions of customer and /or user and / or failure in the processing of instructions of customer and/ or user and other such failures and mobility. The Customer acknowledges and agrees that the Bank disclaims all and any liability, whether direct or indirect, arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honor Customer S and /or User's instructions for whatsoever reason. Bank shall not be liable if the instruction given by the customer's and /or User's is not received correctly and/or is not complete and/or is not in readable form and/ or is ambiguous.

The Customer and User understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The Customer and user also accepts that the Bank shall disclaim all liability in respect of the said risks.

**Governing Law & Jurisdictions**

The Product and the terms and conditions of the same are governed by the provisions of Information & Technology Act, 2000 and by the other laws of Republic of India and no other nation. The Customer and /or User agrees to abide by prevailing laws in respect of BOI BHIM UPI Services applicable in Republic of India.

Bank accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any jurisdiction by the customer and /or user.

Any dispute or claim pertain to the Product and /or the terms and conditions herein are subject to the exclusive jurisdictions of competent courts/tribunals/forums in Mumbai and the customer and/ or User agrees to such exclusive jurisdictions in Mumbai. However, the Bank may initiate legal action at any other Court of competent jurisdiction.

The mere fact that BOI BHIM UPI Services can be accessed through Internet by a customer and / or User from a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the accounts of the Customer and /or user through Internet and/or the use of BOI BHIM UPI Services.

The rules and regulations applicable to normal banking transactions in India will be applicable mutatis mutandis for the transactions executed through BOI BHIM UPI Services. The Customer and User are also aware that it is their responsibility to comply with all the laws, rules and regulations prevailing in the country from where he is accessing the Internet.

**Proprietary Rights:**

The Customer and /or User acknowledges that the software underlying the BOI BHIM UPI Services as well as other Internet related software which are required for accessing BOI BHIM UPI Services are the legal property of the Bank. The permission given by Bank to access BOI BHIM UPI Services will not convey any proprietary or ownership rights in such software to the customer and /or user and /or any other person. The customer and /or User shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying BOI BHIM UPI Merchant or create any derivative product based on the software.