

Merchants/Customers are requested to read and understand the Terms and Conditions outlined below. The Terms and conditions mentioned hereinafter shall be effective upon submission of the merchant registration form to BANK OF INDIA and will govern the relationship between the merchant and BOI for the use of BOI Portable UPI QR Soundbox. Usage of the BOI Portable UPI QR Soundbox shall be construed as acceptance and unconditional undertaking to abide by the 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.

**1. 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 QR Code services (shall be referred to as an "Account" in singular and "Accounts" in plural).
  - 1.2 **"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.
  - 1.3 **"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.
  - 1.4 **"Payment Service Provider" or PSP** shall mean Banks that are mandated to acquire and provide the UPI services.
  - 1.5 **"QR Code"** means the unique two dimensional barcode generated by Bank for the purpose of identifying a QR Payee/Merchant.
  - 1.6 **"QR Payee/Merchant"** shall mean the customer (whether physical or online) that accepts UPI based payment for goods, services and/or bills via Unified Payments Interface based QR Code attached to Portable UPI QR Soundbox.
  - 1.7 **"Payer"** shall mean the person who initiates the transaction for making payment to merchant through QR service.
  - 1.8 **"UPI ID"** shall mean a Unique Payment Identifier issued by a PSP to a merchant/QR Payee that, among other things, can be used to identify the debit or credit to a bank account.
  - 1.9 **"UPI based QR Transaction"** means a payment initiated using UPI application and made to a QR Payee/Merchant utilizing this QR services and includes:  
Payments for goods services and/or bills to a billing organization or merchant.
  - 1.10 **"UPI PIN"** shall mean the authentication credentials, password, etc., which shall be required by the Payer for completion of the transfer of funds through UPI.
  - 1.11 **"Merchant Discount Rate (MDR)"** means the fee payable by the Merchant to Bank, being \_ % on the aggregate amount of the UPI Transaction/s and applicable GST, in consideration of the Bank providing the services herein. Provided that the Merchant Discount may be subject to change from time to time as the Bank may determine in its sole discretion.
  - 1.12 **"BOI Portable UPI QR Soundbox"** shall mean the audio speaker device along with UPI QR code standee used for providing instant audio confirmation for successful UPI payments made by scanning the UPI QR Code attached with the speaker.
  - 1.13 **"Terms"** refer to these terms and conditions for the use of the BOI Portable UPI QR Soundbox service.
  - 1.14 A reference to **"Customer"** refer to bank's customer using BOI Portable UPI QR Soundbox service. The singular includes the plural and vice versa
2. The QR Service shall be a fund transfer service between Payer and merchant via UPI based QR transaction.
  3. The transaction shall happen between the Payer and the merchant where in the transaction shall fall into merchant's attached bank account on real time basis.
  4. For utilizing the QR Code services,
    - a. Payer to scan the merchant provided QR Code attached to PORTABLE UPI QR SOUNDBOX using UPI enabled application.
    - b. Payer to enter QR transaction amount; and Payer to authorize the QR Transaction with his/her UPI PIN
    - c. The amount shall be directly credited to merchant's account attached against the UPI ID.
    - d. Merchant will receive an Audio Notification from PORTABLE UPI QR SOUNDBOX.
  5. By making a UPI based QR transaction in the manner stipulated in Clause 4, merchant acknowledges that the transaction shall be processed and the QR transaction amount shall be credited to merchant's account mentioned in the form provided to Bank at the time of merchant on boarding.
  6. Merchant undertakes and acknowledges that merchant shall be liable for all UPI based QR transactions initiated by scanning QR code/using UPI ID attached to PORTABLE UPI QR SOUNDBOX, that are credited to merchant's linked account via UPI QR Services, and in no event Bank shall be liable for any transaction, even if not authorized by merchant/anyone.
  7. Merchant shall be solely responsible for any losses, damages and expenses incurred as a result of use of the BOI Portable UPI QR Soundbox, and in no event bank shall be held liable for the same.
  8. At any time, Bank shall have right to:
    - a. Impose or amend any maximum or minimum QR transaction limits in connection with use of the QR service at its discretion;

- b. Refuse to allow merchant account to be credited with transaction amount (i) if bank reasonably considers such refusal to be in best of merchant's interests and / or (ii) if there is any fraud or suspected fraud on the part of merchant and / or payer; and/or (iii) any order, restraining such transaction, issued by any court / tribunal / statutory / Regulatory authority
    - c. Modify or discontinue, temporarily or permanently, the BOI Portable UPI QR Soundbox services without assigning any reason, at its discretion.
  9. The Portable UPI QR Soundbox service will be accessible to the customer except during down time due to regulator or any other reason. Bank shall not be liable for any liability, loss, damage, cost and/or expenses whatsoever due to availability or non-availability of the Portable UPI QR Soundbox services, any delay or failure in making of QR transaction, or any loss, injury or inconvenience which merchant may suffer as a result of using this service.
  10. It is sole responsibility of merchant to report Bank immediately in case of:
    - a. Damage of Portable UPI QR Soundbox.
    - b. Missing items in the delivered Portable UPI QR Soundbox kit.
    - c. When payer is unable to scan the QR Code attached to Portable UPI QR Soundbox
    - d. When speaker is not working or not working properly.
  11. Bank shall be within its right to amend these terms at any time by posting updated Terms on Bank's website or by notifying through any other means as Bank may decide, by continuing to use the Service after posting and/or notifying merchant of the updated terms, merchant shall be deemed to have accepted these updated terms and shall be liable to comply with such terms.
  12. The Merchant may discontinue the Portable UPI QR Soundbox services anytime by a written notice to Bank. Once the bank accepts the request, bank shall arrange to collect the Soundbox device from merchant's location.
  13. Grievance /Dispute resolution mechanism: For any grievance related to Portable UPI QR Soundbox, viz. for defective/damaged QR Soundbox Kit, delivery and transit related issue, merchant can contact the branch with which the merchant is maintaining the account.

These Terms are governed by laws of India and parties submit to the competence courts under jurisdiction of Issuing bank's branch.

#### **Schedule of Charges**

The charges related to Portable UPI QR Soundbox are as under:

- Installation Charge: This charge will be collected at the time of issuance of Portable UPI QR Soundbox from the merchant's linked bank account.
- Monthly Rent Charge: For the first three months, there is no monthly rent charge. From 4th month onwards, monthly rent charge will be applicable and will be deducted on 5th of every month from the merchant's linked bank account.
- Merchant Discount Rate: If applicable, it will be paid by the merchant.

The fees/rent/charges collected are Non-refundable.

#### **Chargeback/Fraud**

Any dispute arising out of UPI based QR transactions initiated using QR Soundbox resulting in chargeback, merchant shall have to provide evidence/supporting documents for goods/services provided. No claim of fraud shall be entertained by Bank and bank shall not be liable for any fraud and the merchant shall alone be responsible to any such act and to resolve any issues in this regard.

#### **Defect/Damaged QR Code/Kit/Soundbox**

In case the Portable UPI QR Soundbox deployed at merchant's end is damaged or any part(s) of the device is/are missing or QR Code is defective, merchant must report the same to his/her branch within 24 hours after deployment in writing. Bank of India authorized vendor shall replace the QR Code or QR Soundbox device.

In case of any physical damage to device or device is lost or stolen from merchant's location, the merchant shall inform the bank immediately and he/she is liable to pay the amount equivalent to the cost borne by the bank due to above such case. The amount shall be recovered from the merchant's linked bank account.

The Merchant shall not permit any third party except the Bank's authorised agent or representative to perform the maintenance services on the Portable UPI QR Soundbox or effect modifications, enhancement or software/engineering changes to the Portable UPI QR Soundbox without the prior written consent of the Bank.

#### **Customer Support**

In case of any query, customer can send email to below email ID—[Headoffice.DBDQR@bankofindia.co.in](mailto:Headoffice.DBDQR@bankofindia.co.in)

For the latest information, please visit <https://bankofindia.co.in/> or BOI's 24X7 helpline numbers as under:

1800 220 229 (Tollfree) / 1800 103 1906 (Tollfree) / (022) - 40919191 (Chargeable number)

#### **Merchant's Declaration:**

I/We shall agree and abide by the above mentioned terms and conditions for Portable UPI QR Soundbox.

(Proprietor/Partner/Director/Authorized Signatory)

Date.../...../20.....