

## Yogakshemam Loans Ltd, 3<sup>rd</sup> Floor, Ottappath Tower, Near Aswini Jn, Thiruvambady Post, Thrissur 680 022 Kerala

# **Online Payments – Terms & Conditions**

## > Transaction charges applicable- if paid through SBI payment gateway

Payment option	Amount		Charges	To be Borne By
Internet Banking - SBI	All Amount		Rs. 10/- per transaction + Tax	Consumer
Internet Banking – Other Bank	All Amount		Rs. 15/- per transaction + Tax	Consumer
	VISA/ MASTER/ MAESTRO	Up to Rs. 2000	0.40 % of transaction amount + Tax	Merchant
Debit Card	VISA/ MASTER/ MAESTRO	Rs. 2001 & above	0.90 % of transaction amount + Tax	Merchant
	RuPay	All Amount	Nil	NA
Credit Card / Prepaid Cards	Credit Card & Prepaid Card	All Amount	2.00 % of transaction amount + Tax	Consumer
NEFT	All Amount		Rs. 15/- per transaction (Inclusive of Tax)	Consumer
UPI	Up to Rs. 2000		Nil	NA

## > Transaction charges applicable- if paid through CCAvenue payment gateway

Payment option	Charges
	Below Rs 2,000/ - 0.40 % + GST
Debit card	Above Rs 2,000/- 0.90 % + GST or Rs 1,000/- whichever is lower
Rupay Debit Card & UPI	NIL

Net Banking (Axis/YES/	
ICICI)	INR 12 + GST
Net Banking (HDFC/SBI)	INR 17 + GST
Others bank Net Banking	INR 7 + GST

- Transaction charges to be borne by the customer (Total amount + Transaction charges) as per the above table
- Transaction charges will be debited from the transaction amount on upfront basis.
- Fund shall be credited to customer loan account with Yogakshemam Loans Ltd, only on receipt of information about successful transaction from concerned Payment Gateway service provider. If there is any delay from the service provider in confirming the status of transaction, the credit to customer's loan account also will be delayed to that extent.
- The customer can view and print e- receipt after payment confirmation from Gateway
- It will be the responsibility of the cardholder/customer to ensure that no double/duplicate payment is made from his end for the same account.
- All disputes arising out of the said services shall be subject to the exclusive jurisdiction of competent courts in Thrissur, Kerala.

#### Cancellation and Refund

- If the required service is not provided by the company as per the payment done by the customer, then customer can get back to us within 10 working days and the company may process such a refund request after verifying the details including the reports from payment gateway service provider. It's the responsibility of the customer to submit proper evidence regarding the payment done by him and that it's not credited back to his bank account due to failure of transaction.
- In case of a failed/unsuccessful transaction due to any reasons like internet/connectivity failure, server error, bank/payment gateway error etc, where the money hasn't reached the bank account of YOGLOANS, no claims for refund will be entertained by the company. In such cases, if the money has already been debited from the bank account of customer, then the customer may approach his/her bank for refund of the same. However YOGLOANS may provide any information/transaction log, if received from the payment gateway service provider, to the customer for clarification purposes.
- If the payment is properly credited to the loan account/dues/charges of the customer then no refund will be done later.
- A payment done to an existing loan account of the customer cannot be canceled by the customer. In case of duplicate payment, customer may approach the company with the transaction reference and copy of the bank statement for the refund. Company may verify the loan account of the customer and may consider the refund only if all existing dues/charges/etc. are fully collected from the customer and there is no overdue in the loan account of the customer. Such a refund will be done by the company directly to the bank account of the customer. Request for refund may be sent to our email id pg@yogloans.com along with copy of documents as mention above.

#### **➢** Gold Overdraft online transactions

- 1. Access to Gold Overdraft facility will be provided on accepting the Terms & Conditions while logging into <a href="www.yogloans.com">www.yogloans.com</a> . Once logged in the Customer/User is bound by these Terms & Conditions.
- 2. Any discrepancy in the gold overdraft account should be immediately brought to the notice of Yogakshemam Loans Ltd (YOGLOANS) either by E-mail to <a href="mailto:pg@yogloans.com">pg@yogloans.com</a> or by calling our customer care numbers provided on <a href="www.yogloans.com">www.yogloans.com</a> or through a complaint letter at the nearest branch.
- 3. All payments against the disbursement requests initiated by the customer through online window will be credited to the bank account furnished by the customer at the time of registration. Payment request initiated by customer till 16.00 hrs of any working day will be processed from YOGLOANS during office hours of the same day and any request received after 16.00 hrs of any working day will be processed during the office hours of next working day only.
- 4. All online transactions will be confirmed through OTP sent to the registered mobile number. Maintaining the secrecy and confidentiality of the OTP received in the registered mobile number is the responsibility of customer and any change in mobile number should be updated and registered with YOGLOANS through our nearest branch.
- 5. Rules and regulations applicable to normal banking transactions including RTGS/NEFT/IMPS (Immediate Payment Service) regulations in India will be applicable for the transactions executed through online
- 6. Maintaining the secrecy of the login credentials of the customer including OTP for transactions and login wherever provided by YOGLOANS is the whole and sole responsibility of the customer. YOGLOANS presumes that any login to online transactions window using valid credentials and entering the OTP provided to customer's registered mobile number is a valid session initiated by none other than the customer and will be binding on the customer.
- 7. The customer undertakes to confirm that he/she will not access YOGLOANS online platform through any illegal means or use it /allow others to use it for any illegal activities, forbidden by law.
- 8. Any intimations/notices/alerts sent by YOGLOANS to the registered mobile number shall be deemed to have been received by the customer even in the absence of any acknowledgement from the customer.

### Privacy Policies

Yogakshemam Loans Ltd (YOGLOANS) is strongly committed to protect the personal and financial information that the user of the website (hereinafter "user(s)") submits to us and would endeavour to protect it from unauthorized use. YOGLOANS assures the users that the information made available to us will be kept in strict confidentiality and we will use the information only to help us to service their account better, to provide them with products and services that they may have requested, and to inform them about other products and services that may be of interest to them. We do not sell you're their personal information to third parties. We shall not reveal information or data relating to borrower accounts, whether provided by the borrowers or otherwise, to anyone, including other companies, entities in their group, other than in the following exceptional cases:

- 1. If the information is to be given by law.
- 2. If there is a duty towards the public to reveal the information.
- 3. If the borrower asks us to reveal the information, or with the borrower's permission.

The users authorizes YOGLOANS to exchange, share, part with all information related to the details and transaction history of the users to its Affiliate regulatory authorities / banks / financial institutions / credit bureaus / agencies / participation in any required form as may be required by law, customary practice, credit reporting, statistical analysis and credit scoring, verification or risk management and shall not hold YOGLOANS liable for use or disclosure of this information. Other websites that the users may access via website may have different privacy policies and access to such web sites will not be subject to this privacy policy. We recommend that the users read the privacy statement of each such website to find out how they protect their personal information. Due to changes in legislation or enhancements to functionality and content on the website, we may make changes to privacy policy (without being obliged to do so) and would reflect those changes in this privacy policy statement. Hence the users are requested to go through the privacy policy statement on a regular basis.

Please note that this privacy policy does not create any contractual or other legal rights in or on behalf of any party, nor is it intended to do so.

### Liability & Indemnity:

- The customer alone shall be liable for any loss from unauthorized transactions in his/her account/s if he/she has breached the terms or contributed or caused the loss by negligent actions on his part such as sharing the OTP with anyone, negligent usage of registered mobile number, compromising the security of the computer / smart phone used for accessing the YOGLOANS online platform etc.
- 2. YOGLOANS will be completely absolved of all liabilities in case the customer fails to inform/complaint to YOGLOANS within 24 hours about any unauthorized access to or erroneous transactions on YOGLOANS online platform. After receiving the customer complaint YOGLOANS will disable the online access credentials of that customer. In such cases if fund transfer has not been already initiated, then YOGLOANS will stop the transfer and inform the customer. In case the transfer has already been initiated before receiving the customer complaint then YOGLOANS will share all the transfer/transaction details with the customer to enable the customer to take up the matter with the concerned authorities.
- 3. YOGLOANS shall, in no circumstances, be held liable by the Customer if online access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters of any kind, legal restraints, faults in the telecommunication network or internet or network failure, power breakdown or battery breakdown, software or hardware failure and or error or any other reason beyond the reasonable control of YOGLOANS. YOGLOANS shall in no way be liable for any loss or damage that may occur due to hacking of the account by any persons other than the User, which fits in the definitions of a Cyber Related Crime' as accepted internationally. YOGLOANS shall, under no circumstances, be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.
- 4. The Customer shall indemnify and hold YOGLOANS harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which YOGLOANS may at any time incur, sustain, suffer or be put to as a consequence of or by reason of arising out of providing YOGLOANS online platform or by reason of YOGLOANS in good faith taking or refusing to take or omitting to take action on any instruction given by the Customer.

### Governing Law & Jurisdiction:

Any claim, dispute or controversy with respect to, in connection with or arising out of this Agreement shall be subject to and decided by arbitration exclusively within jurisdiction of Thrissur, Kerala State. The arbitration proceeding shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996.