

Customer Grievances Policy & Customer Limited Liability Protection Policy

APPNIT TECHNOLOGIES PRIVATE LIMITED

Unit-11-A, Stellar Okas 1425, 11th Floor, Plot Number 5, Sector 142, Noida Gautam Buddha Nagar, Uttar Pradesh

DATE - February 21, 2023

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Version	Description	Initial Date	Review /Board	Author
			Approval Date	
1.0	Initial version	8 th Aug 2019	9 th Sept 2019	Sandeep
			•	Prajapati
1.1	Modify as per CISA	11 th Sept 2020	15 th Sept 2022	Rahul Sharma
	Compliance	•	1	
1.2	Modify as per Compliance	25 th April 2022	24 th April 2023	Nvneet Sharma
		•	•	
1.3	Modify as per Compliance	12 th December	11th December	Nvneet Sharma
		2022	2023	
1.4	Modify as per Compliance	20 th February,	21st February,	Nvneet Sharma
		2023	2023	

Customer Grievances Policy

In line with the efforts to deliver the best, use the ISO 9001:2015 standards to govern our day to day activities for a smooth and hassle free service experience to all our customers.

This policy document lists various means available for our customers to reach out to us, our service guarantee and timelines by which we will try and ensure resolution to our customer concerns.

Key Points:

- Customers remain the Key focus for all initiatives and strategies developed at Oxymoney.
- Customers and their Feedback is treated as the most valuable asset for the organization,
- We endeavor to simplify our customers life through our innovations and product offerings.
- Constantly evolve and invest in our grievance redressing systems for a seamless service delivery.

Our Commitment:

- Grievances will be dealt with utmost importance.
- We will try best to resolve any or all issues faced by our customers within the communicated time frame.

We Value your Feedback:

All customers have the right to share their feedback or complaint in case they find our services are not meeting their expectations or are dissatisfied.

The Customers can send in their Queries, Requests or Complaints in the following ways:

- Over Phone Customer Engagement Cell:-Customers can call us on 9818-830-400 (Call Charges as applicable apply), between 08:00 AM to 9:00 PM, 7 Days working (National Holidays excluded).
- Over Email:- Sending us an email on care@oxymoney.com
- Contact Us Section:- Customers can choose the contact us section on our website https://pay.oxymoney.com/authserver/login or using the contact us option in the APP.

On receiving customer feedback, our executives would reach out to the customers and ensure that all grievances are redressed within a predefined Service Level Agreement as communicated below.

Note – escalations without a complaint reference number will not be treated as complaints Customer Resolution Timelines

Sr. No	Complaint Type	Estimated Timelines (SLA)	
1	Money Transfer - Load or	3 Working Days for reversal or credits (third party	
	Send Money	transaction timelines followed by leading banks)	
2	Successful transaction but	3 - 10 Working Days for reversal or credits (third	
	beneficiary account not	party transaction timelines followed by leading	
	credited	banks)	
3	Recharge Transaction failure	3 Working Days	
4	Travel & Ticketing Related	3 Working Days for booking related concerns 7 Days	
	Concerns	for refunds as some airlines and third-party portals	
		may have a higher turnaround time	
5	Bill payment Related Issues	3 Working Days	
6	Online Shopping Related Issue	3 Working Days	
7	Wallet related issues	2 - 5 Working Days	

Acknowledgement of Grievances:

- Customer Engagement Cell shall acknowledge the grievance immediately on the receipt of complaint in the form of auto-response with a Ticket ID in case of Emails or Contact us section, or Complaint ID in case of call.
- The customer will also be kept informed on the progress towards the final resolution, or communicate any delays in redressing the concern

Customer Grievance Redress Escalation:

As "Customer Delight" our priority, we are committed to provide Best Payment Solution Experience to all our customers. We extend a level 2 escalation matrix to all our customers.

Level 1

Customer Engagement Cell - The Customers may reach Customer Engagement Cell through above mentioned ways.

Escalation: Level 2

In case the customer is not satisfied with the

- Resolution provided by Level 1 executives
- Breach in the above mentioned Service Level Agreements or timelines

The customer may choose to escalate the concern using the below mentioned methods

3.Write to us at:,
Oxymoney
C/O Appnit Technologies Private Limited,
Unit-11-A, Stellar Okas 1425, 11th Floor,
Plot Number 5, Sector 142, Noida
Gautam Buddha Nagar Uttar Pradesh 201305

Email ID: grievance@oxymoney.com

All escalations received with the required details such as reference number provided at Level 1, contact details (both phone & email) would be addressed within forty eight (48) working hours up to a max of seven (7) days in special cases pertaining to third party transactions.

Escalation: Level 3

In case the customer is still not satisfied with the resolution provided or delay in response beyond the timelines communicated even after following the escalation steps at Levels 1 & 2 respectively, the customer can escalate the concern to the highest level by:

3. Write to us at:

Name: Navneet Sharma Designation: COO & Chief Grievance Officer Appnit Technologies Private Limited, Unit-11-A, Stellar Okas 1425, 11th Floor, Plot Number 5, Sector 142, Noida Gautam Buddha Nagar Uttar Pradesh 201305

4. Email ID: nvneet.sharma@oxymoney.com

On receiving the escalation the complaint will get acknowledged within twenty four (24) working hours post acknowledgement, up to a maximum of seven (7) working days in special cases pertaining to third party transactions

Escalation: Level 4

If your query or complaint has not been satisfactorily resolved or not replied within a period of 30 days, the customer can reach out to RBI ombudsman.

Procedure for filing Complaints:

- (a) The complaint may be lodged online through the portal designed for the purpose (https://cms.rbi.org.in).
- (b) The complaint may also be submitted through electronic mode via email at CRPC@rbi.org.in or in physical mode to Centralized Receipt & Processing Centre (CRPC), Reserve Bank of India, 4th Floor, Sector 17, Chandigarh-160 017.
- (c) The complaint, if submitted in physical form, shall be duly signed by the complainant or by the authorised representative. The complaint shall be submitted in electronic or physical mode in RBI specified format and containing such information as may be specified by Reserve Bank.
- (d) Additionally, a Contact Centre with a toll-free number 14448 (9:30 am to 5:15 pm) is also being operationalized in Hindi, English and in eight regional languages to begin with and will be expanded to cover other Indian languages in due course. The Contact Centre will provide information/clarifications regarding the alternate grievance redress mechanism of RBI and to guide complainants in filing of a complaint.

The detailed Integrated Ombudsman Scheme is available at rbi.org.in.

<u>Customer Limited Liabbility Protection Policy</u> (Unauthorized Electronic Payment Transactions)

1) Introduction:

Appnit Technologies Private Limited (hereinafter referred as "Oxymoney") is committed to provide superior and safe customer service experience to all its customers. To enable the above, Oxymoney has over the years invested in technology and has robust security systems and fraud detection and preventions mechanisms in place to ensure safe and secure payments experience to its customers. As entailed in the Citizen's charter, Oxymoney already has in place policies such as Privacy Policy.

Keeping in mind the increasing thrust on financial inclusion & customer protection, the Reserve Bank of India had issued a circular on Customer Protection – Limiting Liability of Customers in Unauthorised Electronic Payment Transactions. (RBI/2018-19/101 DPSS.CO.PD.No.1417/ 02.14.006/2018 – 19 dated January 04, 2019) which inter-alia requires Non Banks Prepaid Payment Instrument Issuers to formulate a Board approved policy in regard to customer protection and compensation in case of unauthorized electronic payment transactions

2) Objective:

This policy seeks to communicate in a fair and transparent manner Oxymoney's policy on:

- a) Customer protection (including mechanism of creating customer awareness on the risks andresponsibilities involved in electronic payment transactions),
- b) Customer liability in cases of unauthorized electronic payment transactions
- c) Customer compensation due to unauthorized electronic payment transactions (within defined timelines)

3) Scope:

The electronic payment transactions can be broadly divided into two categories:

- 3.1 **Remote/ online payment transactions:** Transactions that do not require physical payment instruments to be presented at the point of transactions e.g. internet banking, mobile banking, card not present (CNP)transactions, Pre-paid Payment Instruments (PPI), and
- 3.2 Face-to-face/ proximity payment transactions: Transactions which require the physical payment instrument such as a card or mobile phone to be present at the point of transaction e.g. ATM, POS, etc.

4) **Applicability:**

- a) This policy is applicable to entities that hold relationship with Oxymoney viz.:
 - i) Individual and non-individual customers who hold current or savings account.
 - ii) Individual / non-individual entities that hold credit card and/or prepaid card.
 - iii) Individual / non-individual entities using other electronic platforms of Oxymoneywallet.
- b) This policy is not applicable to:
 - i) Non-Customer that use Bank's infrastructure e.g. ATMs etc.
 - ii) Entities that are part of the ecosystem such as Interchange organisations, Franchises, Intermediaries, Agencies, Service partners, Vendors, Merchants etc.

5) Liability of the Customer:

Customer shall be compensated in line with this policy in case of loss occurring due to unauthorizedtransaction as follows:

5.1 Zero Liability of a Customer:

5.1.1 Customer shall be entitled to full compensation of real loss in the event of contributory fraud/

negligence/ deficiency on the part of Oxymoney (irrespective of whether or not the transaction is reported by the customer).

5.1.2 Customer has Zero Liability in all cases of third party breach where the deficiency lies neither with Oxymoney nor with the customer but lies elsewhere in the system and the customer notifies Oxymoney within three working days of receiving the communication from Oxymoney regarding the unauthorised transaction.

5.2 Limited Liability of customer:

- **5.2.1** In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials, the customer will bear the entire loss until he reports the unauthorized transaction to the Oxymoney. Any loss occurring after the reporting of the unauthorized transaction shall be borne by Oxymoney.
- **5.2.2** In cases where the responsibility for the unauthorized electronic payment transaction lies neither with Oxymoney nor with the customer, but lies elsewhere in the system and there is a delay on the part of customer in notifying/reporting to the Oxymoney beyond 3 working days and less than or equal to 7 working days (after receiving the intimation from Oxymoney), the liability of the customer per transactionshall be limited to transaction value or amounts mentioned in Annexure 1 whichever is lower.

5.3 Complete Liability of customer:

5.3.1 Customer shall bear the entire loss in cases where the loss is due to negligence by the customer, e.g. where the customer has shared the payment credentials or Account/Transaction details, viz. Oxymoney user Id & PIN, OTP or due to improper protection on customer devices like laptop2/ desktop leading to malware/Trojan or Phishing attack.

Under such situations, the customer will bear the entire loss until the customer reports unauthorised transaction to Oxymoney. Any loss occurring after reporting of unauthorised transaction shall be borne by Oxymoney.

5.3.2 In cases where the responsibility for unauthorized electronic payment transaction lies neither withOxymoney nor with the customer but lies elsewhere in the system and when there is a delay on the part of the customer in reporting to Oxymoney beyond 7 working days, the customer would be completely liable for all such transactions.

6) Reversal Time line for Zero Liability/Limited Liability of customer

- 6.1 Oxymoney shall credit (shadow reversal) the amount involved in the unauthorized electronic transaction
- to the customer's account within 10 working days from the date of such notification by the customer.
- 6.2 Within 90 days of the date of reporting, Oxymoney shall either establish customer negligence or provide final credit to the customer. In case Oxymoney in unable to resolve the complaint or determine customer liability, if any, within 90 days, the amount as prescribed in clause 5.2 above shall be paid to customer, irrespective of whether negligence is on Your part or otherwise.
- 6.3 Oxymoney may, at its discretion, agree to credit the customer even in case of an established negligenceby the customer.
- 6.4 Customer would not be entitled to compensation of loss if any, in case customer does not agree to cooperate with the Oxymoney by providing necessary documents, as requested, including the police complaint etc.
- 6.5 Compensation would be limited to the real loss after deduction of reversals or recoveries received by the customer.

7) Third Party Breach

The following would be considered as Third party breach where deficiency lies neither with Oxymoney norcustomer but elsewhere in the system:

- a) Application frauds
- b) Account takeover
- c) Skimming / cloning
- d) External frauds / compromise of other systems, for e.g. ATMs / mail servers etc. being compromised

8) Roles & Responsibilities of Oxymoney:

- a) Oxymoney shall ensure that the Customer protection policy is available on Oxymoney's website/mobile
 - App for the reference by customers.
- b) Oxymoney shall also ensure that existing customers are individually informed about Oxymoney's policy.
- c) Oxymoney will regularly conduct awareness on carrying out safe electronic payment transactions to its customers and staff. Such information will include rights and obligation of the customers as well as non-disclosure of sensitive information e.g. password, PIN, OTP, date of birth, etc
- d) Oxymoney shall communicate to its customers to mandatorily register for SMS alerts. Oxymoney will send SMS alerts to all valid registered mobile number for all debit electronic payment transactions. Oxymoney may also send alert by email where email Id has been registered with Oxymoney.
- e) For reporting of unauthorized transactions, the customers may refer to the "Customer Grievance Redressal Mechanism" of the Customer
- f) Oxymoney shall respond to customer's notification of unauthorized electronic payment transaction with acknowledgment specifying the date and time of receipt of customer's notification.
- g) On receipt of customer's notification, Oxymoney will take immediate steps to prevent further unauthorized electronic payment transactions in the account..
- h) Oxymoney shall ensure that all such complaints are resolved and liability of customer if any, established within a maximum of 90 days from the date of receipt of complaint, failing which, Oxymoney would pay compensation as described in Annexure 1.

9) Roles & Obligations of the Customer:

- a) Customer shall mandatorily register valid mobile number with Oxymoney where he/she will get an alert for all financial electronic debit transactions.
- b) Customer shall regularly update his/her registered contact details as soon as such details are changed. Any failure of customer to update Oxymoney with changes shall be considered as customer negligence. Any unauthorized transaction arising out of this delay shall be treated as customer liability.
- c) Customer should co-operate with the Oxymoney's investigating authorities and provide all the necessary documentation i.e. proof of transaction success/ failure etc. and should also file a police complaint and provide copy of the same to Oxymoney.
- d) Customer must not share sensitive information (such as Oxymoney User Id & password, OTP etc.) withanyone, including Oxymoney staff.
- e) Customer must protect his/her device (Laptop/Desktop etc.) as per the best practices, including updation of latest anti-virus software on the device.
- f) Customer shall go through various instructions and awareness communication sent by Oxymoney on secured payments i.e. through SMS/emails etc.
- g) Customer must verify transaction details from time to time in his/her PPI statement and raise query with Oxymoney as soon as possible in case of any mismatch.

10) Force Majeure: Oxymoney shall not be liable to compensate customers for delayed credit if some unforeseen event (including but not limited to civil commotion, sabotage, lockout, strike or other labour disturbances, accident, fires, natural disasters or other "Acts of God", war, damage to Oxymoney's facilities or of its correspondent bank(s), absence of the usual means of communication or all types of transportation, etc beyond the control of Oxymoney prevents it from performing its obligations within the specified service delivery parameters.

Annexure -1

Unauthorised Transaction due to Oxymoney's negligence					
Time taken to report the fraudulent transaction from the date of receiving communication from Oxymoney	Customer's Maximum Liability (Rs.)				
Customer to report as soon as possible to prevent future losses	Zero Liability				
Unauthorised Transaction due to Customer's negligence					
Time taken to report the fraudulent transaction from the date of receiving communication from	Customer's Maximum Liability (Rs.)				
Oxymoney					
Customer to report as soon as possible to prevent future losses	100% liability till it is reported to Oxymoney				

Maximum Liability of a Customer in case of unauthorized electronic transaction where responsibility is neither with Oxymoney nor with the customer but lies elsewhere in the system & customer has reported unauthorized transaction from transaction date within working days specified in following table:

Type of Account	Within 3 working days (Rs.)	Within 4 to 7 working days (Rs.)
Pre-paid Payment Instruments	Zero Liability	The transaction value or INR 10,000/- per transaction whichever is lower

Any unauthorized electronic payment transaction reported after 7 working days will be treated as 100% customer liability.