

Terms and Conditions

This document lays down the Terms and Conditions which shall be applicable to all the accounts which are existing or may be opened with and to services availed from Aditya Birla Idea Payments Bank Limited (hereinafter referred to as the “Bank” or “ABIPBL” or “We”). These terms and conditions, along with the terms and conditions specified in any account opening form/ service availed, form the contract between the Customer and the Bank. By applying for opening an account with the Bank/ availing services offered by the Bank, the Customer acknowledges that he/ she has read, understood and accepted these terms and conditions.

Interpretation:

The word ‘Customer’ refer to the person(s) who opens the account and/ or avails any service and shall include both singular and plural. Reference to masculine shall include the feminine and neuter gender. Reference to any law/ provision includes consolidation, amendment, re-enactment or replacement thereof. In case of conflict between the meaning assigned to a term in a particular section of these Terms and Conditions and general terms and conditions, the meaning assigned in the particular section shall govern the scope of the term in only that section.

A. **GENERAL - APPLICABLE TO ALL ACCOUNTS/ SERVICE¹**

1. The Customer agrees to abide by the Bank's Terms and Conditions (available on the Bank's website www.adityabirla.bank), rules and regulation notified by Reserve Bank of India (RBI) or any other statutory/ regulatory authority, and the changes thereto from time to time.
2. The Customer agrees that the Bank, before opening any deposit account, shall carry out a due diligence as required under the Know Your Customer* (KYC) guidelines of the Bank. The Customer would be required to submit necessary documents or proofs to meet with the KYC, Anti-Money Laundering (AML) or other statutory/ regulatory requirements. The Bank reserves the right to allow/ restrict operations in a newly opened/ existing accounts maintained with the Bank, if the customer is unable to satisfy the due diligence requirements in line with the Bank's policy. Further, once the account is opened, the Customer agrees to submit the above documents again at periodic intervals, as may be requested by the Bank.

* Know Your Customer (KYC) refers to the process to know, understand and verify the identity of the Bank's existing/ new customer as per various norms, rules and regulations issued by RBI and under Prevention of Money Laundering Act, 2002 as amended from time to time.

3. The Customer agrees that the Bank may, at its discretion, engage the services of Business Correspondents (hereinafter referred to as "BC") and other third parties/ service providers/ BC agents for extension of banking and financial services, so as to ensure greater financial inclusion and increasing the outreach of the banking sector. The Bank, however, shall only be responsible for the authorized acts and omission thereof, by such parties.

¹ All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of these Terms.

4. The Customer agrees that, under normal circumstances, the Bank has the liberty to close his account at any time by giving him at least 30 days' notice.
5. The Customer agrees that any change in his account status or any information, including but not limited to change of telephone number, email Id and address, shall be immediately informed to the Bank, failing which he shall be responsible for any non-receipt of communication/ deliverables or for any delivery at his last address in Bank records. The Customer shall indemnify and hold harmless the Bank, its officers, directors, and agents against any loss, liability, penalties arising out of or due to the non-compliance by the Customer of obligations under this clause.
6. The Customer agrees that he shall only use such mode of communication for issuing any instruction related to his account/ services availed, as is acceptable to the Bank and communicated by the Bank from time to time.
7. The Customer agrees to preserve his/ Shopping Card/ Mobile Phone/ any other device (used to avail Mobile Banking/ Internet Banking and other facilities offered by the Bank) carefully. In case of loss/ theft of the same the Customer shall immediately inform the Bank through Bank's call center/ interactive voice response (IVR) number or vide such other mode as permitted from time to time.
8. The Customer agrees that he shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank may levy with respect to his account/ transaction/ service rendered and the same may be recovered by the Bank by a debit to his account. The Customer agrees and acknowledges that in case of non-availability of adequate funds, such charges shall be debited from the account over a period of time, till the entire amount is recovered in a manner deemed fit by the Bank. Such charges/ fee shall be non-refundable. The Bank shall communicate all fees/ costs/ charges as related to the Customer's account or its operation in its schedule of charges as hosted on its website www.adityabirla.bank.
9. The Customer agrees to execute necessary documents in the form and manner acceptable to/ directed by the Bank, along with submission of required documents, in order to open a Bank account/ Wallet/ avail any service of the Bank and/ or to enable the Bank to execute instructions received from him.
10. The Customer agrees that the Bank may send him communications/ letters/ alerts etc. through courier/ SMS/ e-mail or through any other mode, at its discretion, and the Bank shall not be liable for any delay caused due to the choice of the communication mode chosen.
11. The Customer agrees that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/ facilities due to technical fault/ error or any failure in telecommunication network or any error in any software or hardware systems, beyond the control of the Bank.
12. The Customer agrees that the Bank may disclose, in strict confidence, to other institutions/ authorities, such personal information as may be reasonably necessary for reasons inclusive of:
 - For participation in any telecommunication or electronic clearing network;
 - In compliance with a legal directive/ applicable law/ purpose permissible under applicable law.
13. The Customer agrees that the Bank may use Aadhaar based transaction and/ or authentication mechanism/ system, either through biometric means and/ or One Time Pin/ Password or any other means deemed suitable by the Bank, as may be applicable and feasible.
14. The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against any account(s) with the Bank or any monies lying therein, without Bank's prior written

consent. The Bank shall have the authority to debit Customer account(s) to recover any amount credited by the Bank erroneously.

15. In case there are no transactions initiated by the Customer in his Savings account for a continuous period of two years (excluding system generated transactions like levy of service charges/ fees, credit interest etc.), he agrees that the account would be treated as a 'Dormant' account by the Bank. Similarly, in case there are no financial transactions for a consecutive period of one year in the Wallet, it shall be treated as 'Inactive'. The Customer agrees that the account status would change to 'Active' only on his instruction in this regard, submission of valid ID proof (if requested by the Bank) and by initiating a transaction. The Customer understands that until the account/ Wallet status is 'Dormant'/ 'Inactive', transactions through Shopping Card, Net Banking, Phone Banking, USSD, UPI etc., may not be allowed by the Bank.
16. In case any personal information or sensitive information is collected by the Bank, the same shall be dealt with in accordance with the privacy policy of the Bank which is available on the website of the Bank at www.adityabirla.bank.
17. Bank reserves the right to record telephonic conversations with the Customer for quality control/ training purposes. The same shall be notified to the Customer.
18. Notwithstanding the documentation, duly filled account opening/ other forms provided, the Bank reserves the right to accept/ reject any application. The Bank's decision in this regard would be final.
19. The Customer understands that the opening and maintenance of an account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India/ any other regulatory body.
20. The Customer understands that the Bank may have to report the details with respect to his account(s) as per the prescribed format to the Central Board of Direct Taxes (CBDT) or other Government Agencies to comply with the obligations as per the Inter-Governmental Agreements (IGA) in respect of Foreign Accounts Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) and or any other similar arrangements. The Customer hereby certifies that he has declared his status in line with rules applicable under the Income Tax Act, 1961
21. The Customer certifies that the information, as provided by him as well as that in the documents provided by him are, to the best of his knowledge and belief, is true, correct and complete and that he has not withheld any material information.
22. The Customer understands that the Bank shall send Insta alerts etc., through SMS on the registered mobile number and/ or email address with respect to the services availed by the Customer.
23. The Customer has to generate a Personal Identification Number ('PIN') for all interactions across certain channels as made available by the Bank from time to time.
24. The Customer shall maintain the secrecy of all information of confidential nature (including PIN/ Password etc.,) and shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The Customer should promptly report to the Bank any loss, theft, disclosure or unauthorised use of such confidential information. The Bank does not assume any responsibility with respect to such confidential information.
25. The Customer shall ensure that there are sufficient funds/ cleared balance in his Savings Account/ Wallet to execute transactions and the Bank shall not be liable for any consequences arising out of the Bank's failure to carry out the instructions due to inadequacy of funds.
26. The Bank shall not be responsible for any third party product or service, including quality thereof, retailed or obtained through the Bank Mobile Application (Mobile Application) or website or Banking

Point*. The Bank shall have no obligation for any loss arising due to or out of any deficiency in such product or service where Bank is acting as a distributor/ referral agent or is under any similar arrangement.

* 'Banking Point' also known as 'Customer Service Point' refers to a physical outlet where a Business Correspondent/ business correspondent agent of the Bank assists the Customer with his banking transaction/ service needs.

27. The Bank remains entitled to engage/ assign any activities to any third party service provider/ agent/ agency/ sub-contractors at its sole discretion. Further, the Bank may undertake distribution of mutual fund units/ insurance product(s) and/ or provide referral service(s) for third party financial products on non-risk participation basis. The Bank shall have no obligation for any loss arising due to a deficiency in such product or service where Bank is a distributor or has provided such referral service.
28. The product and services of the Bank are available to Resident Persons (as defined under applicable law) only.
29. The Customer acknowledges that it is his responsibility to ensure that the use of Banks products/ services is in accordance with extant laws, rules and regulations (whether pertaining to India or any other country). In particular, the Customer acknowledges that it is his responsibility to ensure that the use of the Banks products/ services is in strict accordance with the Foreign Exchange Management Act, 1999 and any rules/ regulations there under (hereinafter referred to as FEMA) and that in the event of any failure to comply with the same, the Customer shall be liable for action under the FEMA. In case of transactions effected in foreign currency using the Bank services, the Customer should promptly contact the Bank and complete all necessary documentation, as required under FEMA. The Customer shall indemnify and hold the Bank harmless from and against any/ all consequences arising from the Customer not complying with the provisions of any applicable laws, rules or regulations.
30. The Customer agrees to provide the necessary details such as mobile number, email address etc. at the time of account opening through any banking channel (Net Banking/ Mobile Banking/ Banking Point etc.). Bank shall not bear any liability for any loss arising out of the customer's failure to do so.
31. Bank reserves the right to put a credit freeze when the balance in the Savings/ Wallet account exceeds the prescribed limit due to interest pay or refunds of failed transaction. The freeze on the account shall be removed once the balance is within the prescribed limit.
32. **Responsibility for transactions:**
The Customer shall be responsible for all types of transactions processed in his Savings account/ Wallet by use of Shopping Card, Net Banking, Phone Banking, Mobile Banking, Business Correspondent etc., The customer shall accept the Bank's record of transactions, including audit trails, recording etc., as conclusive and binding for all purposes.
33. **Unauthorised Electronic Banking Transactions:**

- (a) The Customer agrees to notify the Bank of any unauthorised electronic banking transaction at the earliest after the occurrence of such transaction, and understands that the longer the time taken to notify, the higher shall be the risk of loss to the Customer
- (b) The Customer shall not be liable for any unauthorized transactions occurring through the use of Net Banking or Mobile Banking or any other electronic banking channel, where the unauthorized transaction occurs in the following events:
- Contributory fraud/ negligence/ deficiency on the part of the Bank
 - Third party breach where the deficiency lies neither with the Bank nor with the Customer but lies elsewhere in the system, and the Customer notifies the Bank within three working days of receiving the communication from the Bank regarding the unauthorized transaction.
- (c) A Customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:
- Where the loss is due to negligence by a Customer, the Customer shall bear the entire loss until he reports the unauthorized transaction to the Bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the Bank.
 - Third party breach(es)
 - where the delay of four to seven working days in notifying the Bank after receiving a communication from the Bank regarding such transaction, the per transaction liability of the Customer shall be limited to the transaction value or the amount specified by RBI from time to time.
 - Further, if the delay in reporting is beyond seven working days, the customer liability shall be determined as per the Compensation Policy available on Bank website.
 - Overall liability of the customer in third party breaches, where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, shall be limited to amount specified by RBI from time to time.

In case of any unauthorized transaction in his account, the customer should immediately notify the bank at 1800-209-2265 or Vcare4u@adityabirla.bank. Any delay in notifying the Bank may increase the risk of financial loss to the Customer.

34. One Time Password (OTP):

- (a) The Bank may at its discretion send the Customer, on his registered mobile phone number a password or code or One Time Password (OTP) or passcode (collectively, "Password") as a method of authenticating the identity of the Customer and/ or for enabling the Customer to transact with the Bank or complete transactions with the Bank by using such Password, (including signing, accepting, authenticating any document, as may be applicable, and such transaction shall be binding on the Customer).
- (b) The Bank does not assume any responsibility whatsoever in case of failure on behalf of the Customer to correctly enter the Password. Further, the Bank does not assume any responsibility, whatsoever, in case the Customer is negligent in safe keeping of the Password or in case of any misuse or unauthorised use of the Password.
- (c) The Bank is not responsible for any failure in the transaction on account of any problem with the Customer's mobile phone network or any other issue in the mobile phone or the SIM card of the Customer, over which the Bank has no control.

(d) The Customer shall keep his mobile phone and SIM card active, safe and in his possession at all times. In case of any loss or theft of the Customer's mobile phone and/ or or SIM card, the Customer shall immediately de-register or block such a mobile phone and/ or the SIM card with its service provider. The Customer shall also inform the Bank of such a loss or theft. The Bank shall not be responsible for any unauthorized use of the mobile phone or SIM card on account of such loss or theft. The Customer is obligated to keep the mobile phone and the data therein as well as the Passwords and usage thereof, confidential at all times and shall ensure that the mobile phone and the data therein is not shared with any other person under any circumstances (either intentionally or unintentionally). The Customer is obligated not to record any sensitive information related to his account with the Bank, in any form that would be intelligible or otherwise accessible to any third party, if access is gained to such a record, either honestly or dishonestly. The Customer shall not create a copy or duplicate of the data in the mobile phone or save such data except for the purposes of using the same as permitted or required by the Bank and in accordance with applicable law.

The Customer shall also ensure that an OTP sent by the Bank for a particular financial/ non-financial transaction, is used for such transaction only (as authorized by the Customer). The Customer understands that in case he receives an OTP for a transaction not initiated by the Customer, he shall not share such OTP with any person including an executive at the Banking Point/ Customer Service Point of the Bank. The Bank shall not be liable for any loss/ damage that might occur due to the sharing of an OTP for an incorrect transaction or a transaction not initiated by the Customer.

35. **Force Majeure:**

The Bank shall not be liable if any transaction does not fructify or is not completed or for any failure on part of the Bank to perform any of its obligations, if performance is prevented, hindered or delayed by a *Force Majeure* event (defined below) and in such case its obligations shall be suspended for so long as the *Force Majeure* event continues.

"*Force Majeure* Event" means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/ failures or power shut down, faults or failures in telecommunication etc.

36. **Indemnity:**

(a) The Customer hereby agrees that he shall, at his own expense, indemnify, defend and hold harmless the Bank, its employees, affiliates, directors, service providers, Business Correspondents/ agents from and against any and all liability, any other loss that may occur, arising from or relating to the operation or use of any account or the services or breach, non-performance or inadequate performance by the Customer of any of these Terms and Conditions or the acts, errors, omission, representations,

misrepresentations, misconduct or negligence of the Customer in performance of his obligations including obligation under applicable law.

- (b) Under no circumstances shall the Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with an account or any services.
- (c) The Customer shall keep the Bank indemnified at all times against, and hold the Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs) which may be brought against or suffered or incurred by the Bank in resolving any dispute relating to the Customer's Savings Account/ Wallet with the Bank or Bank services or in enforcing Bank's rights under or in connection with these Terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with the Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
- (d) If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under aforementioned clauses, the Customer shall be liable to pay interest on such unpaid sum at such rate or rates as the Bank may from time to time stipulate, from the date payment is due up to the date of payment.
- (e) The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with opening of his Savings Account/ Wallet/ availing any service of the Bank and shall indemnify and keep indemnified the Bank from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs) which may be brought against or suffered or incurred by the Bank in connection with any failure to comply with any such applicable laws/ regulations.
- (f) The indemnities (as aforesaid) shall continue notwithstanding the termination of the Savings Account/ Wallet/ services availed.

37. Aadhar authentication

- (a) By providing his Aadhaar number, the Customer hereby states and confirms that he has no objection in authenticating himself with Aadhaar based authentication system through the Bank and consents to provide his Aadhaar number, biometric and/or One Time Pin (OTP) data (and/or any similar authentication mechanism) for Aadhaar based authentication for the purpose of eKYC/transaction or for availing any other banking services.
- (b) The Customer confirms that the Bank has informed him that his Aadhaar details and other information would only be used for demographic authentication, validation, e-KYC purpose, OTP authentication, including for availing banking services, operation of his accounts and for delivery of subsidies, benefits and services and/ or any other facility relating to banking operations. The Bank has informed that Customer biometrics shall not be stored/ shared by the Bank except submission to Central Identities Data Repository (CIDR) for the purpose of authentication. The Customer understand that his information submitted to the Bank herewith, shall not be used for any purpose other than mentioned above.
- (c) The Customer authorizes the Bank to link his Aadhaar number to all his accounts held with the Bank (including other services availed), both existing and as well as future. The Customer

understands that the Bank shall consider the name and permanent address of the Customer as mentioned in his Aadhaar. The Customer shall not hold the Bank or any of its officials responsible for any loss/ damage arising out of or due to erroneous information provided by him.

38. Account Opening using the One Time Password (OTP) based e-KYC service of UIDAI:

- (a) The Customer hereby confirms that he has not opened/ shall not open any other bank account using the OTP based Aadhaar (e-KYC) verification method.
- (b) The Customer agrees that upon successful OTP validation of Aadhaar, the Customer's name, address and date of birth in the account shall be the same as provided to UIDAI by the Customer.
- (c) The Customer's account opened with UIDAI based OTP, shall have credit balance of not more than 1 Lakh across all his account held with the Bank. The aggregate of all credits in a financial year in all the his accounts taken together cannot exceed 2 Lakhs, unless the full KYC process is completed.
- (d) The Customer agrees to complete his full KYC by visiting the nearest Customer Service Point/ Banking Point and providing his biometric details within 12 months of opening such account.
- (e) The Customer agrees that failure to complete full KYC within 12 months shall lead to his account being immediately closed by the Bank.
- (f) The Customer agrees that if his balance in the limited KYC account exceeds 1 Lakh in a given day, the Bank reserves the right to put the account on a credit freeze, till such time that account balance does not reduce to 1Lakh.

39. Security Deposit (Applicable for Customers opening Savings Accounts at Banking Points):

Following terms shall additionally apply to Customers who open Savings Account at a Banking Point:

- (a) The Customer agrees to deposit the initial payment amount for opening the Savings Bank Account at the Banking Point, of which, INR 100 shall be marked as "Set Off Balance" against BC charges. The initial payment amount/ Set Off Balance is subject to change as per Bank's Policy.
- (b) This Set Off Balance shall not be available to the Customer for a term of two years from the date of activation of his account. However, the Bank shall pay Interest on the Set Off Balance in line with the interest payout policy on Savings account.
- (c) If the Customer chooses to close this account before completion of two years from the date of account activation the Set Off Balance shall be forfeited. Post Completion of two years the Set Off Balance shall be released and reflect as available balance in the Customer account on the first day of the third year.

40. Governing Law:

These Terms and Conditions and/ or the operations in the accounts of the Customer maintained with the Bank and/ or the use of the services provided by the Bank shall be governed by the laws of the Republic of India. The customer and the Bank agree to submit to the exclusive Jurisdiction of the Courts located in Mumbai, India as regards any claims or matters or disputes arising under these Terms and Conditions.

Should the Customer have any complaint relating to the features of any of the products/ services of the Bank that he holds/ avails, he is aware that he can approach the Grievance Redressal Cell of the Bank for a resolution and if he does not get a satisfactory response within 30 days of lodging the complaint, then, under the Banking Ombudsman Scheme 2006, he can approach the Ombudsman appointed by the Reserve Bank of India, in charge of the region where he holds his account, details of which are available at www.bankingombudsman.rbi.org.in.

The Grievance Redressal Mechanism is placed on the Bank's website at www.adityabirla.bank.

41. General Conditions for operating account(s):

- (a) The Customer may avail the services of the Bank, by approaching the Customer Service Points/ Banking Points and/ or through Internet Banking, Phone Banking etc. The list of Banking Points, any limits pertaining to the account (including withdrawals therefrom, transaction limits etc.) and methods of crediting bank account are subject to change, as per discretion of the Bank, with due notice to the Customer.
- (b) The Bank shall reserve the right to close/ temporarily block/ freeze the account of any customer if:
- The customer violates the Anti-Money Laundering and Prevention of Money Laundering guidelines;
 - The customer does not furnish necessary KYC documents as and when requested by the Bank;
 - The customer fails to adhere to the terms & conditions of the Bank and or any regulatory/ statutory requirements;
 - The Bank account is used for any unlawful/ suspicious activity inconsistent with banking practices;
 - Directions to this effect are received from law enforcement/ regulatory/ statutory authorities, etc.

Further, the Bank reserves the right to suspend/ discontinue any of the Bank services at any time, for any cause, including, but not limited, to the following:

- To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons; or
 - Suspected violation of the rules, regulations, orders, directions, notifications issued by RBI or any other regulatory bodies;
- (c) Any payment for purchase of goods and services, by using the Bank's services, will be confined to payment arrangement with such entities or its subsidiaries/ associates/ principal. It must be distinctly understood that the services provided by the Bank including Shopping Card, Mobile Banking, Internet Banking, etc., are purely in nature of facility to the Customer for purchasing goods and/ or availing of services, and the Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise/ product/ service.

42. Death or Incompetence:

If the Bank is notified that a customer dies or has been declared incompetent by a court or competent jurisdiction, the Bank may place a hold/ freeze on the Customer's account and stop all operations although the Bank may continue to levy charges/ pay interest on such accounts and claim such amounts as are due to it, under any banker's lien or otherwise. The Bank may retain the freeze on the account until it establishes the identity and credentials of the successor/ beneficiary to its satisfaction, which may include insisting on a succession certificate/ probate of a will and shall be in accordance with the Deceased Depositor Policy of the Bank (available on www.adityabirla.bank) and rules prescribed by the Bank from time to time and effective at the date of the claim.

43. Nomination:

- (a) Nomination facility is available for the account (Savings) in the names of individuals and proprietors, as per the Nomination Rules (available on www.adityabirla.bank) framed under the applicable law. Customers are advised to make use of this facility in their own interest.
- (b) Only one nominee is permissible for an account. The Customer is at liberty to change the nominee, through declaration in the appropriate form, to revise the nomination during the currency of the account with the Bank.
- (c) Customer acknowledges that no wet signature shall be taken for the purpose of appointing or cancellation or change of nominee, and authorizes the Bank to act upon his instruction in this regard. The customer shall not hold the Bank responsible should any claim be raised against the Bank for acting on the instruction of nomination. The Customer shall indemnify and hold harmless the Bank against any loss, penalty, damage that the Bank may suffer with respect to such nomination.
- (d) In the event of death of the Customer, the balance in the Savings/ Wallet account shall be handed over to the nominee as registered with the Bank. The Bank shall be discharged from all its liabilities upon handover of the amount to the nominee. The nominee shall provide documents, as may be required by the Bank, including for identification and proof of death, in accordance with the Deceased Depositor Policy of the Bank and rules prescribed thereunder by the Bank from time to time and effective at the date of the claim.

44. Change of Services/ Products or Terms applicable thereto:

The Customer agrees that the Bank may, at its sole discretion, amend any of the services/ facilities given in his account, either wholly or partially, at any time by proving a prior notice of 30 days and/ or provide an option to him to switch to other services/ facilities. The Bank shall have the absolute discretion to amend or supplement any of the terms at any time. The Bank may communicate the amended terms by hosting the same on the Website or in any other manner as it deems fit.

45. Limits:

Customer is aware that the Bank may from time to time impose maximum and minimum limits on Mobile Banking/ Net Banking/ Phone Banking/ any other channels of the Bank including but not limited to daily transaction limit, registration of beneficiaries etc., Customer acknowledges that the same is to reduce the risks on him. For instance, the Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even limits on each transaction.

The customer shall be bound by such limits imposed and shall strictly comply with them. The Bank shall put an appropriate message on the concerned page or the website.

46. Technology Risk

The technology for enabling the transfer of funds and the other services offered by the Bank, could be affected by virus or other malicious, destructive or corrupting code, programme or macro. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the Customer. This could result in delays in the processing of instructions or failure in the processing of instructions. In the event the delay/ failure happens because of an act/ incidence which is beyond Bank's control, Customer understand that the Bank disclaims any and all liability, whether direct or indirect, arising out of any failure or inability by the Bank to honor any Customer instruction for whatsoever reason.

The Customer shall, at his cost, procure, maintain and update/ upgrade all such software, device, hardware and/ or equipment, as applicable, from time to time, to avail, access and use the services of the Bank and ensure that such software/ hardware is compatible with the Bank's system at his own risk and expense. The Customer undertakes to ensure that computer systems used to access the Bank's services are free from any malware, virus, Trojan or other computer contaminants. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the Customer's software, hardware, operating systems and that the same shall be the sole responsibility of the Customer. The Bank shall not be liable for any losses that may occur to the Customer as a result of any incompatibility between the software/ system of the Bank and that used by the Customer.

The Customer understands and acknowledges the following risks associated with Internet:

1. Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorized third parties to access the Customer's systems or devices (for example, insufficiently protected storage of data on the hard disk, file transfers and monitor emissions), and it is the Customer's responsibility to take the necessary security precautions. The Customer also understands that internet is prone to other the risks like spoofing, identity theft/ masking etc.
2. The Customer's usage patterns may be monitored by third parties.
3. Third parties could gain access to the Customer's Mobile Banking application, account and communications with the Bank.
4. Viruses and other malicious code may interfere with the Bank's services, channel, web browser, telecommunication devices and/ or computer systems.

The Customer hereby consents to receive call/ communication from the Bank and/ or its third party service providers/ business partners with respect to any product/ service offered by the Bank/ such third party/ business partner including information with respect to account maintenance, servicing of account, marketing etc. However, the Bank shall obtain prior consent of the Customer, in line with applicable TRAI guidelines, before initiating such call/ communication.

47. Miscellaneous:

- Failure by the Bank to enforce any rights conferred by these Terms and Conditions or any law, shall not be deemed to be a waiver of any such rights and shall not operate against the exercise or enforcement thereof at any subsequent time.
- The Customer understands and consents to the Bank to use his information for data analytics, marketing, or any other purposes, in line with applicable law and in order to enhance/ improve Bank services.
- The Bank shall provide statement of accounts in electronic form (e-Statement) and may provide statement of account in paper form on request on chargeable basis, or otherwise,. The Customer is expected to examine the entries in the account statement (e statement)/ transaction history etc., on receipt, and draw the attention of the Bank to any errors or omissions that might be discovered. The Bank shall endeavor to correct the error or omission promptly and in line with the Compensation Policy.
- The Bank has placed the Compensation Policy on its website www.adityabirla.bank) which is applicable to certain events, which, for some reason, are beyond the Banks control or occur inadvertently. The policy is based on principles of transparency and fairness in treatment of customers, and to compensate for defects/ deficiencies in products/ services (as detailed in the policy), that the Customer may incur when the Bank does not meet the service levels committed by it.
- The Terms of each product/ service offered by the Bank, are in addition to and not in derogation of the terms and conditions relating to account of the customer/ services availed by him and general terms and conditions.
- The Customer agrees that an e-receipt shall be produced on transactions made by him including upon deposits, withdrawals etc., and that no separate receipt shall be issued by the Bank.
- Customer agrees to receive via SMS, email & phone call such information as the Bank perceives to be of his interest This may include offers, discounts and general information. This shall be subject to extant Telecom Regulatory Authority of India (TRAI)/ Reserve Bank of India guidelines on Unsolicited Commercial Communications (Do no call facility).
- By accepting these terms and conditions, the Customer acknowledges and agrees that the Bank may call the mobile phone number provided by the Customer (while registering for the service or on any such number replaced and informed by the Customer) for the purpose of collecting feedback from the Customer regarding the services availed from various service providers and/ or operators.
- The Customer shall enter/ provide accurate details including exact amount, mobile number, account number etc., while using any services of the Bank.
- The Customer understands that the Bank may not offer all the banking services (such as Savings account- Joint & Minor etc.), at the time of account opening and the number/ type of services offered may vary from time to time.

B. SAVINGS ACCOUNTS

1. Savings account can be opened by an individual in his own name for the sole purpose of savings and not for purpose of business/ trading/ professional/ profit making activity etc. The account

shall be operated in accordance with account opening instructions specified by the Bank from time to time.

2. Interest:

Rate of interest on Savings account is subject to change from time to time at the discretion of the Bank and/ or in accordance with directives from RBI. Interest shall be calculated on the daily end of day balance or as directed by RBI. Interest shall be paid at quarterly rests or on any other rests as the Bank may decide from time to time. Customer understands and agrees that interest on the amount deposited into his account held with the Bank, shall be paid subject to activation of the account and only from the date when the funds has been credited into the account.

3. If the Customer does not opt for the **Sweep Facility** (refer Section C – Sweep Facility)

The maximum aggregate account balance with the Bank during the day or/ and at the end of the day shall not exceed INR 100,000. The Bank reserves the right to disallow any transaction which results in the aggregate balance in Customer accounts exceeding the limit of INR 1 lakh

C. SWEEP FACILITY

Definition:

In the following section of Bank terms and conditions, the below mentioned terms shall have the corresponding meaning assigned to them:

'Sweep Facility' refers to an arrangement between **Aditya Birla Idea Payments Bank Limited** (hereinafter referred to as the "**Bank**") and **RBL Bank Limited** (hereinafter referred to as the "**Partner Bank**"), whereby a Customer account is opened with the Partner Bank to facilitate the movement of fund between his accounts held with the Bank and the Partner Bank.

'Aggregate Balance' refers to the total/ cumulative end of day balance across all the accounts of a Customer, held with the Bank.

'Sweep Out' refers to transfer of the Aggregate Balance in excess of INR 100,000 from Customers account held with the Bank to his Partner Bank account with Customer consent.

'Sweep In' refers to transfer of funds back from Customer's Partner Bank account into his account held with the Bank with Specific Customer consent.

1. The Customer may choose to avail the Sweep Facility offered by the Bank, that allows the Customer to move/ transfer the aggregate balance in excess of INR 100,000 from his Savings account held with the Bank to his savings account held with Partner Bank.
2. The customer understands that the maximum Aggregate balance limit in all his accounts maintained with the Bank shall not exceed INR 100,000 and is subject to changes in regulatory guidelines from time to time.
3. This facility is available only to the Customers of the Bank (except those on-boarded using Aadhar OTP) as per extant regulatory guidelines and in line with Bank's internal policies.

4. If the Customer chooses to avail the Sweep Facility offered by the Bank (by providing an explicit consent either at the time of opening an account with the Bank or later).
 - a. The Customer hereby consents to open a savings account with Partner Bank using the information provided during his account opening, including KYC details, to the Bank
 - b. Timeframe for Partner Bank Account opening
The Customer's savings account with the Partner Bank will be opened on instant basis when the Aggregate Balance held with the Bank at end of the day exceeds INR 100,000 for the first time..
 - c. Sweep Out
 - (i) When the Aggregate Balance in the Customer's Bank account exceeds the prescribed limit, the available balance in excess of INR 100,000 will be Swept Out of the savings account with the Bank to the Customer's savings account held with the Partner Bank
 - If the account of the Customer with the Partner Bank could not be opened due to any technical reasons, the Partner Bank will retry opening the account. When the customer account is opened, the Aggregate Balance in excess of INR 100,000 will be credited and there will be no loss of interest accrued to the customer on this amount
 - If the Partner Bank rejects the request to open Customer's account, the Bank's representative will contact the Customer. The Customer will provide an alternate account where the Aggregate Balance in excess of INR 100,000 can be transferred . No interest will be payable on this Aggregate Balance in excess of INR 100,000 by the Bank and this amount will not be available for Customer transactions.
 - (ii) The amount in excess of the Aggregate Balance will be reduced to INR 100,000 and excess amount will be Swept Out from the Customers Bank Account during the Bank's end of day process. The amount thus Swept out will be unavailable for use while the funds are being credited to customer's Partner Bank account.
 - d. The account opened by the Partner Bank under this arrangement will be a zero balance savings account. No fee will be charged to the Customer for this account with Partner Bank. The constitution of the Customer's account in the Partner Bank opened under this arrangement will mirror the constitution of account held with the Bank. There will be no power of attorney facility provided for the Customer's account with the Partner Bank & with the Bank.
 - e. The Customer hereby authorise(s) the Bank to share his information including and not limited to Permanent Account Number/ Form 60 as well as KYC documents and any other documents/ data required for maintenance and operations of the account opened with the Partner Bank to avail this Sweep facility. The Bank is acting as business correspondent for the Partner Bank and the Bank shall update the Partner Bank with applicants' KYC documents & information from time to time.

- f. The Customer has read, understood and agrees to abide and be bound by the terms & conditions published on website (www.rblbank.com) of Partner Bank governing the opening and operation of account with the Partner Bank. The terms and conditions specified herein by the Bank shall prevail in case of any conflict (to the extent of such conflict) between the terms and conditions of the Bank and that of the Partner bank.
- g. Any changes in terms & conditions of Partner Bank will be communicated by a change on the website of the Partner Bank. The Customer should check the Partner Bank website from time to time for such changes.
- h. No branch banking and direct banking access will be provided to the Customer for Partner Bank account. The Customer can approach channels of the Bank for any grievance related to the Partner Bank account and all questions of the Customer will be resolved by the Bank only.
- i. The Customer will not receive a welcome kit, debit card, cheque facility, demand drafts, passbook, other services (e.g. internet banking, mobile banking, phone banking, SMS banking, alerts via any channel, overdraft facility, fixed deposit, recurring deposit, online payment services, electronic bill payment and presentment) separately from Partner Bank or any other services affiliated to the Partner Bank account under this arrangement.
- j. For any grievance related to transactions or balance with the Bank or the Partner Bank, the customer may contact the Bank at 1800-209-2265 or Vcare4u@adityabirla.bank or refer the Banks Customer Grievance Policy displayed on the Banks website (www.adityabirla.bank) for resolution of his complaints/grievance.
- k. All Customer communication including but not limited to balance/ transaction/ statement etc., for account held with Partner Bank under this arrangement would be done by the Bank.
- l. The Customers will only need to notify the Bank of any changes (e.g. change of mailing address etc.) for both his account held with the Bank as well as the Partner Bank. The Customer is not required to notify the Partner Bank for anything related to his account held with the Partner Bank under this arrangement. Any notification, as may be necessary, will be communicated by the Bank to the Partner Bank. The customer agrees that any changes to the account held with the Bank will also be reflected in/made to the account maintained with the Partner Bank.
- m. The interest/ applicable terms and conditions for the Customer account opened with Partner Bank will be governed by the underlying terms and conditions and as available on the website of Partner Bank i.e. www.rblbank.com.
- n. The Account balances for the Accounts held with both the Bank and the Partner Bank will be available across all the Bank's Digital channels. If the Customer wishes to use his Shopping Card, he will be able to use it only to access the balance available in his savings account with the Bank.

- o. The Customer will be able access his funds from the Partner Bank account via the Bank's channels ONLY. In order to do so,
 - i. Explicit consent will be obtained from the Customer for executing every fund transfer transaction where money is transferred/ withdrawn from Partner Bank & credited to savings account held with the Bank. The Bank will only facilitate withdrawals from the Partner Bank under this consent. The Customer cannot withdraw cash directly from Partner Bank account.
 - ii. Customer can see their updated balance on the Bank's digital channelsThe Customer will not be able to access his funds in the Partner Bank account from the Partner Bank channels.
- p. While accessing the funds in his account held with the Partner Bank, if the Customer is unable to access his funds due to technical issues, he may contact the Bank at 1800-209-2265 or Vcare4u@adityabirla.bank or www.adityabirla.bank. Such issues may include, but may not be limited to,:
 - i. Funds not credited to Customer account in Partner Bank due to issues with opening the account in the Partner Bank or account opening request was rejected by Partner Bank due to internal policies/ extant regulations;
 - ii. Funds not debited from the Partner Bank account as requested by the Customer
 - iii. Funds debited from Customer's Partner Bank account but not reflected in Customer's account with the Bank
- q. The Bank and Partner Bank will closely monitor the accounts of the Customers, to identify and report suspicious transactions to government agencies, when the deposit/ transaction volumes are not commensurate with the Customer's profile. Both reserve the right to suspend/ discontinue services in-line with their internal policies.
- r. Further, the Bank shall be solely responsible for any complaint/ claim/ query raised to it and/ or the Partner Bank with respect to this facility by any Customer The Bank will be the sole owner of all Customer data and shall have the right to deal with the said data/ information as it deems fit. The Partner Bank will neither share the PII (Personally Identifiable Information)/ any other information of such Customer with any entity nor cross sell any other product to the Customer unless Customer applies directly to Partner Bank or the Customer is in banking relation with Partner Bank prior to a banking relationship with the Bank.
- s. In case the Partner Bank receives any notice/ order from the regulators/ authorities which requires any data/ information/ documents/ PII, the same will be shared by Partner Bank to the said respective regulator/ authority with prior intimation to the Bank.
- t. For closure of account with the Bank, the Customer has to submit the request to close the account as per the Bank's extant process. The Partner Bank account will be closed along with the Customer's account in the Bank as part of this activity.

- u. No fixed deposit/ recurring deposit facility will be provided by the Partner Bank under this arrangement.
 - v. *Nominee* – The nominee set for the Customer’s account with the Bank, will be used as the nominee in the Partner Bank. If the customer changes the nominee for his account with the Bank, the same will be set for the Customer’s account with the Partner Bank. In case of a death claim, the nominee will approach the Bank only. The Customer’s account with both Partner Bank and the Bank will be closed as part of the process.
5. If the Customer applies directly to the Partner Bank or the Customer is in banking relation with the Partner Bank, prior to this arrangement with the Bank , he can avail products & services of the Partner Bank and will be governed by the Partner Bank’s terms and conditions for such products/services.
6. If the Customer chooses NOT to avail the Sweep Facility offered by the Bank, the maximum aggregate account balance with the Bank during the day or/ and at the end of the day shall not exceed INR 100,000. The Bank reserves the right to disallow any transaction which results in the aggregate balance in Customer accounts exceeding the limit of INR 1 lakh.

D. FUNGIBILITY FACILITY

Fungibility facility is provided to the Customer to facilitate easy movement of funds between his saving account and Full KYC Wallet held with the Bank.

- (a) This facility is only available to Customer who open both Savings account and Full KYC wallet with the Bank.
- (b) By opening both the Saving Account/ Full KYC Wallet with the Bank, the Customer has agreed to avail this facility to allow movement of funds between the account and Wallet held with the Bank.
- (c) For a customer having a Savings account, all cash deposit and cash withdrawals shall happen through the Savings account unless otherwise specified. However, cash withdrawal from Wallet is not permitted.
- (d) National Electronic Fund Transfer (NEFT)/ Immediate Payment Services (IMPS) and Intra bank payments can happen through the savings accounts or FULL KYC WALLET as chosen by the Customer

Customer understands that incase of shortfall of money, during a transaction through a FULL KYC Wallet or Savings Account, the shortfall amount shall be transferred to the relevant account (Savings account/ wallet) from which the transaction is being initiated.

E. WALLET

These terms are in addition to terms as applicable to Customers account, general terms and conditions and terms and conditions specified for any Service offered by the Bank.

1. Definitions and Interpretations:

In these Terms and Conditions, the following terms shall have the following meanings:

“ABPB Wallet Account” refers to a semi-closed Prepaid Payment Instrument (PPI) issued by the Bank as authorized and licensed by RBI.

“Prepaid Payment Instrument (PPI)” refer to payment instruments that facilitate purchase of goods and services, including financial services, remittance facilities, etc., against the value stored on such instruments.

“Semi-closed PPI” refer to PPIs which can be used for purchase of goods and services, including financial services, remittance facilities, etc., at a group of clearly identified merchant locations/ establishments which have a specific contract with the Bank to accept the PPIs as payment instruments. These instruments do not permit cash withdrawal, irrespective of whether they are issued by banks or non-banks.

“Officially Valid Document (ODV)” refers to the documents that are issued by the competent authority such as Government of India and can be accepted to establish the name and address of the Customer.

2. Interest:

As per extant RBI guidelines, the Bank shall not be liable to pay interest on funds lying in the Wallet Account.

3. The Bank shall issue the Wallet Accounts in electronic form only and the loading/ reloading shall be in INR only.

4. Types of Wallet Accounts

The Bank shall offer the following variants of Wallet Account:

(a) Semi-closed Minimum KYC Wallet Account

- “Minimum KYC Wallet” refers to an account which is opened by obtaining the basic/ minimum details of the Customer at any of the banking channels.
- To open a Minimum KYC Wallet Account Customer agrees to provide a self-declaration of his Name, Unique Identification Number of any identification document, mobile number and other details that may be prescribed by the Bank from time to time. The mobile number shall be verified by One Time Password (OTP).
- The Customer agrees and understands that this Wallet Account can be used only for purchase of goods and services. Funds transfer from this Wallet Account is not permitted.
- The Customer understand that if he had a Minimum KYC Wallet Account with the Bank and had closed the same, Bank shall not permit the Customer to re-open another a Minimum KYC Wallet Account using the same number and minimum details as were provided by the Customer when he first opened the wallet.
- The Customer understands that this Minimum KYC Wallet shall need to be upgraded to a Full KYC Wallet (Refer section b below) within a period of 12 months from the date of issuance, failing which, further credit shall not be permitted however Customer shall be allowed to use the available balance in line with the regulatory guidelines as amended from time to time.
- The Customer agrees and understands that the maximum balance at any point of time, monthly loading limit and monthly debit limits for these Wallet Account shall not exceed INR

10,000/- Further, the total amount loaded during the financial year shall not exceed INR 1,00,000/-.

- The Bank reserves the right to deactivate or close the Wallet if the minimum details provided by the Customer are deemed improper, incomplete or spurious by the Bank, as per internal checks and procedures of the Bank

(b) The facility of Fungibility will not be available to Minimum KYC Wallet. Semi-closed Full KYC Wallet.

- "Full KYC Wallet" refers to a PPI which is opened by the Customer using the Aadhar based e-KYC services of UIDAI.
- This Full KYC Bank Wallet Account can be opened by Customer using the Aadhar OTP/ biometric based authentication method.
- Cash loading shall be limited to INR 50,000/- per month subject to overall limit of this Wallet.
- The fund transfer limit for pre-registered beneficiary shall be in line with Bank's internal policy and applicable regulatory guidelines. For all other case, the fund transfer limit is restricted to INR 10,000/- per month.
- The Full KYC Wallet where PAN No. or Form 60 is provided shall be permitted a maximum credit of Rs. 100,000/- in a month and a maximum outstanding balance of Rs. 100,000/- at any given point in time.
- The Full KYC Wallet, where neither PAN No. nor Form 60 is provided, shall be permitted a aggregate/ maximum credit of Rs. 50,000/- in a financial year, beyond which providing a valid PAN No. of Form 60 shall be mandatory for continued use of the Wallet.

5. The Customer understand that the Bank shall place a suitable cooling period on opening of a Wallet or loading/ reloading of funds or after adding of a beneficiary.

6. The validity period/ expiry of the aforementioned cooling period shall be governed by the Bank's internal guidelines as amended from time to time

7. The documents required to open the PPI account, the value/ amount stored and transaction limits in the ABPB Wallet (Minimum and Full KYC) are subject to changes in line with the Banks policy and regulatory guidelines issued from time to time.

F. SHOPPING CARD

These terms and conditions regulate the issuance and usage of Shopping Card offered by the Bank. The Cardholder ("Cardholder" refers to the account holder of the Bank to whom a Shopping Card has been issued and who is authorized to hold the Shopping Card) shall be deemed to have unconditionally agreed to and accepted these terms and conditions, by applying for the Shopping Card or signing on the reverse of the Shopping Card, or with the occurrence of first transaction using the Shopping Card, since the Shopping Card was dispatched to the Cardholder at his communication address as per Bank records. The Cardholder shall also continue to remain bound by the terms and conditions of operations of the account held with the Bank.

1. Issue of Shopping Card

The issuance and use of the Shopping Card shall be subject to RBI regulations and Bank's terms and conditions, in force from time to time. The account shall be debited immediately with the amount of

any transfer and/ or any other transactions effected by use of the Shopping Card. The Cardholder shall maintain sufficient funds in the account to meet any transactions.

The Shopping Card is valid up to the last date of the month/ year indicated on the face of the card. The Bank reserves the sole right of renewing the Shopping Card on expiry, subject to satisfactory evaluation of the conduct of the Customer account(s). The new Shopping Card shall be sent to the Cardholder at his communication address as per bank records, before the expiry date of previous card.

The shopping card shall not be offered as a product to Wallet account holders.

2. Online usage at websites:

The Shopping Card is for domestic use only and cannot be used for any transaction outside India and for online purchase in foreign currency. This card cannot be used at any ATM in India or Overseas for both financial and non-financial transaction. To shop online, the Cardholder would be required to authenticate the transaction using a One Time Password (OTP). The OTP shall be automatically sent by the Bank's system to the Cardholder's registered mobile number via SMS when the online transaction is initiated. The Cardholder is fully responsible and liable for all transactions made by using the OTP. The Cardholder must not allow any unauthorized access or any other person access to the card, CVV number, Expiry date, PIN and OTP used for accessing the online facility.

3. Fees/ Charges:

The Bank reserves the right to charge the Cardholder for the issue or reissue of a Shopping Card and/ or any fees/ charges for the transactions carried out by the Cardholder using the Shopping Card. Any government charges, duty or debits, or tax payable as a result of the use of the Shopping Card, shall be the Cardholder's responsibility and if imposed upon the Bank (either directly or indirectly), Bank shall debit such charges, duty or tax against the Customer Bank account. In addition, operators of shared networks may impose an additional charge for each use of their POS Terminal*/ other device, and any such charge, along with other applicable fees/ charges, shall be deducted from the Cardholder's Bank account. There shall be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's linked Bank account. In the situation that the Bank account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further transactions. The Cardholder shall maintain at all times such minimum balance in the Bank account, as the Bank may stipulate from time to time specified on the Bank's website

(* "POS Terminal" means the point of sale (POS) electronic terminals at merchant establishments, capable of processing card transactions and at which, amongst other things, the Cardholder can use his Shopping Card to access the funds from the Bank account linked with the Shopping Card to make purchases).

4. PIN:

The Cardholder has to generate a 'PIN' for all interactions across certain channels, as made available by the Bank from time to time.

The Cardholder should keep the PIN strictly confidential and should not allow any other person to access or use the PIN whether voluntarily, accidentally or by mistake. These terms and conditions shall put the Cardholder under an obligation not to record the PIN or code, in any form that would be intelligible or otherwise accessible to any third party, if access is gained to such a record, either honestly or dishonestly.

5. Lost Card:

In case the Shopping Card is misplaced, stolen or otherwise lost, the Cardholder agrees to immediately report the event to the Bank through email/ IVR/ Phone Banking/ Mobile Banking. The Bank, upon adequate verification, shall temporarily suspend the Shopping Card, and shall subsequently hot list/ cancel the Shopping Card during working hours on a working day of the Bank following the receipt of such intimation. The Cardholder shall be liable for all charges incurred on the Card until the same is reported as misplaced/ stolen/ lost. Further, in the event the Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder. The Bank shall not be liable for any loss by the misuse of the Card prior to the Card being reported as lost/ stolen.

6. Unauthorized Transactions:

The Cardholder(s) must mandatorily register for SMS alerts for all transactions. In case, the Cardholder receives an alert for a transaction which he did not authorize, he must notify the Bank immediately by either calling the 24*7 IVR or customer care no. 1800-209-2265 or writing to customer care at Vcare4u@adityabirla.bank, to reduce the risk of further financial loss.

7. Failed Transactions:

In case of failed transactions wherein the account was debited, the Bank shall reverse the payment within 7 working days after the transaction is completed, after due investigation by the Bank. In case of non-reversal, cardholders are requested to notify the Bank by either calling the 24*7 IVR or customer care no. (18002092265) or writing to customer care (vcare4u@adityabirla.bank).

8. Statement and Record

The records of Shopping Card transactions shall be available on the account statement sent by the Bank. Such account statements shall be e-mailed to the Cardholder on a periodic basis, to the email address corresponding to the primary account on record, as indicated by the Cardholder. The Cardholder can also get the details of his transactions by calling the Banks Phone Banking Service or by using the Internet/ Mobile Banking facility/ visiting the Banking Point. The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

9. Termination:

The Cardholder may discontinue/ terminate the Shopping Card anytime by notifying the Bank. The Cardholder shall be liable for all charges incurred, up to the receipt of the notice duly acknowledged by the Bank through SMS sent to Customer's registered mobile number. In the event that the account holder decides to close the account with the Bank, the Shopping Card issued on such account would automatically stand cancelled. The Cardholder must immediately cease to use the Shopping Card and destroy the same. In case of any outstanding transactions, that have not yet been debited to the account, the same shall be netted off from the balance prior to Bank returning the funds to the account holder.

10. Bank's Liability:

The Bank shall be responsible for direct losses incurred by a Cardholder due to a system malfunction directly within the Bank's control. However, the Bank shall not be held liable for any loss caused by a technical breakdown of the payment system if the breakdown of the system was recognizable for the Cardholder by a message on the display of the device or otherwise known to the Cardholder. The responsibility of the Bank for the non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to the provisions of the law governing the terms.

The Bank/ Cardholder liability shall be governed by RBI Circular on Customer Protection – Limiting Liability of Customers in Unauthorised Electronic Banking Transactions dated July 06, 2017, as amended from time to time.

11. Merchant location usage:

The Shopping Card is for electronic use only and shall be accepted only at merchant establishment with POS terminal and for payments on all Indian merchant websites. The Bank makes no representations about the quality of the goods and services offered by third parties, benefits such as discounts to Cardholder etc. The Bank shall not be responsible if the service is in anyway deficient or otherwise unsatisfactory. In the event the Cardholder has any complaints concerning any merchant establishment, the Cardholder and the merchant establishment should resolve the matter and failure to do so shall not relieve him from any obligations to the Bank. The Bank accepts no responsibility for any surcharge levied by any merchant establishment and debited to the account linked with the Shopping Card with the transaction amount.

A purchase and a subsequent credit for cancellation of goods/ services like air/ rail tickets are two separate transactions. The refund shall only be credited to the Cardholder's Savings account (less cancellation charges) as and when it is received from the merchant establishment. If the credit is not posted to the account within 7days from the day of refund, the Cardholder should notify the Bank, along with a copy of the credit note from the merchant establishment.

12. Notification of Changes:

The Bank shall have the absolute discretion to amend or supplement any of the terms and conditions applicable to the Shopping Card from time to time. The Bank shall provide sufficient notice to the Cardholder to enable him to close the Shopping Card, if he so chooses, by way of display on the Bank's website or in any manner the Bank consider appropriate. The Cardholder shall be bound by a variation if the Bank does not receive notice from him to close the Shopping Card before the date on which that variation takes effect. The cardholder shall use the Shopping Card within the prescribed limits, only for bonafide purposes and shall indemnify the Bank against any violation of the regulatory conditions and shall undertake to regularly keep in touch with amendments in this regard, if any, made by RBI. The Cardholder is solely liable for his acts and deeds under Foreign Exchange Management Act(FEMA), 1999 and any rules/ regulations there under

G. **MOBILE BANKING**

These terms are in addition to terms applicable to Customer's account, general terms and conditions and terms and conditions specified for any Service offered by the Bank.

1. **Definition:**

In these Terms and Conditions, the following terms shall have the following meanings:

"Mobile Banking " means facility of access to information relating to the saving/ Wallet account of the Customer and usage of product(s) and/ or other service(s), as may be made available on the Customer's mobile phone by the Bank from time to time. The term 'Mobile Banking' and "Mobile Banking Services" are used interchangeably in this document.

"Cellular Service Provider" hereafter referred to as "CSP" refers to the GSM/ CDMA/ GPRS/ EDGE Service provider (for operation of mobile phones)/ any aggregator who have entered into an agreement with the Bank for provision of Mobile Banking Services to its customers.

2. **"User"** refers to the Customer availing the Mobile Banking service.
3. Mobile Banking shall be made available to the Customer subject to the condition that he downloads the application, successfully installs it, authenticate himself with the applicable credentials and sets his PIN. This Facility shall be made available only to the Customers satisfying the eligibility criteria and shall be provided at the sole discretion of the Bank, and may be discontinued by the Bank at any time, with prior notice to the customer. The Customer understands and accepts that any other condition that is a pre-requisite to access this facility, including, but not limited to a mobile device, data connection, etc. shall be the sole responsibility of the Customer.
4. The Customer can also use the Mobile Banking service through USSD channel.
5. Only the accounts opened with the Bank and attached to the respective User's ID, shall be accessible through Mobile Banking. The Customer irrevocably and unconditionally authorizes the Bank to access the accounts and the Personal Information for effecting the instructions and providing the facility to the Customer, as well as for analysis and marketing purposes. The Bank may collect information from or about the mobile phone/ device where Customer installs the Mobile Banking application, depending on the permissions granted by the Customer. The Customer authorizes the Bank to associate the information collected from his mobile phone/ device to authenticate him and to provide consistent services of the Bank. The Customer accepts that all information/ instructions shall be transmitted to and/ or stored at various locations of the Bank and be accessed by authorized personnel of the Bank and its Affiliates).
6. There is no obligation on the Bank to support all the versions of this mobile phone software.
7. The User grants express authority to the Bank for carrying out the transactions performed by him through Mobile Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from the User through Mobile Banking or purporting to have been sent by the User via Mobile Banking. The display produced at the time of operation of Mobile Banking is a record of the operation of the mobile access and shall not be construed as the Bank's records of the underlying transactions.
 - Access to the Mobile Banking is through the Customer's mobile phone and any transaction, which originates from the same using Customer ID and PIN, whether initiated by him or not shall be deemed to have originated from the Customer.

- The Customer shall be liable for all losses from unauthorized transactions using Bank application if the Customer compromises his credentials. The Customer agrees that he will not hold the Bank responsible for any loss that he may suffer in these circumstances.
- Illegal or improper use of the Bank's services by the Customer or any other person using Customer credentials, shall render the Customer liable for payment of financial charges/ penalties, as decided by the Bank and/ or shall result in suspension of the Bank's services provided to the Customer.
- The Customer is aware that email is not a secure or error-free medium of communication and there are possible risks involved in connection with the transmission of information via email.
- The Customer understands that there is no way to verify that technologies are fool proof or tamper proof and/ or to keep up with the latest technology as available at any particular time.
- The Customer understands and agrees that the Bank does not accept liability for any errors or omissions in the content of the email messages and its attachments. The Customer undertakes to keep the Bank indemnified at all times against, and to save us harmless from all actions, proceedings, claims, loss, damage, costs and expenses including consequential losses/ damages which may be brought against the Bank and which arise either directly or indirectly, out of or in connection with the Bank sending account statements and other documents on email.

The User is responsible for the correctness of information supplied by him to the Bank during the use of Mobile Banking or through any other means such as electronic mail or written communication etc. Neither the Bank nor the Cellular Service Provider (CSP) accepts any liability for the consequences arising out of erroneous information supplied by the User. If the Customers suspect that there is an error in the information supplied by him to the Bank, he shall immediately inform the same to the Bank in writing. The Bank shall endeavor to correct the error promptly and adjust any interest or charges arising out of the error, as deemed fit by the Bank. All outputs of statements are duplicate statements of account and shall be prepared by electronic means and the information contained therein shall be extracted from a computerized back up system maintained by the Bank. While the Bank shall take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error, which may happen due to reasons beyond its control like data getting corrupted in transmission etc.

8. Customer agrees that he shall use only his mobile phone to access the Mobile Banking Service of the Bank. The access is restricted to him on the specific mobile phone number only, as registered with the Bank for Mobile Banking. He must not let any other person have access to his mobile phone or leave the mobile phone unattended (intentionally or unintentionally). He shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any unauthorised means.
9. Customer agrees that the access to Mobile Banking is through his mobile phone and any transaction, which originates from the same, whether initiated by him or not, shall be deemed to have originated from him. The Customer shall be liable for loss (some/ all, as may be applicable) from an unauthorized transaction in his accounts if he has breached these terms or contributed or caused the loss by negligent actions, such as the following:

- Not advising the Bank in a reasonable time about unauthorized access to or erroneous transactions.
- In case of change in or termination of the mobile phone number/ SIM Card, not informing the CSP and the Bank about the change/ termination.

The Customer hereby indemnifies the Bank for any misuse of his mobile phone/ device in the event it is lost/ misplaced. The Customer shall not hold Bank responsible for any loss that the Customer suffers in the aforementioned circumstances.

10. The Bank shall not be liable for the services provided by the CSP in relation to the mobile phone. The Bank is in no way responsible/ liable for the charges levied by the CSP in relation to Mobile Banking transaction. The Bank does not warrant the confidentiality or security of the messages, whether personal or otherwise, transmitted through Mobile Banking Service.
11. The amount received and stored in the Customer's account via Mobile Banking Service with the Bank shall NOT be refunded under ANY circumstances. The Customer must utilize the amount stored in the account to make payments for bona fide transactions/fund transfers, as applicable for the account.
12. The Customer may discontinue/ terminate the Mobile Banking Service by calling up the Bank's Call Centre number. The customer agrees that he shall remain responsible for any transactions made on his Mobile Banking account(s) through Mobile Banking until the termination of his Mobile Banking Service by the Bank upon his request.

H. **INSTANT ALERT**

1. **Definitions:**

In these Terms and Conditions, the following terms shall have the following meanings:

"Alerts" or **"Facility"** or **"Alerts Facility"** mean the customized messages based on Triggers, in-Application notifications, pop-ups, sent as Short Messaging Service ("SMS") over mobile phone or as message via Email to the Customer;

"Account" means any saving/ Wallet account of the Customer with the Bank;

"Triggers" means the customized instructions to be set or placed by the Customer with the Bank and its systems, with respect to specific events/ transactions relating to his account to enable the Bank to send the corresponding Alerts to the Customer.

"CSP" means the cellular service provider through which the Customer or the Bank receives the mobile services.

2. Alerts shall be sent to the Customer's mobile number registered in the Banks records for transactions and services in the Customer/ Wallet account.
3. Only one mobile number can be registered against one Customer id for receiving the Alerts.

4. The Customer acknowledges that to receive Alerts, his mobile phone number must be active and accessible. The Customer acknowledges that if the Customer's mobile phone number remains inaccessible for a continuous period (such period dependent upon service providers) from the time an Alert message is sent by the Bank, that particular message may not be received by the Customer.
5. The Customer acknowledges that there shall be an intervening period between receipt of Triggers by the Bank, process of the Triggers and the time that the Alerts are sent. The Customer acknowledges that the facility provided is dependent on the infrastructure, connectivity and services provided by service providers engaged by the Bank. The Customer accepts that timelines, accuracy and readability of Alert sent by the Bank shall depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alert , error, loss or distortion in transmission of the Alert to the Customer. In the event the Customer observes any error in the information provided in an Alert, Bank shall be immediately informed about the same by the customer and the Bank shall make best possible efforts to rectify the error as early as possible.
6. The Customer accepts that each Alert may contain certain account information relating to the Customer. The Customer authorizes the Bank to send account related information, though not specifically requested, if the Bank deems that the same is relevant.

7. **Disclaimer:**

- The Bank shall make all reasonable efforts to ensure that the Customer's personal/ account information is kept confidential. The Bank does not warrant the confidentiality or security of the messages whether personal information or account information or otherwise, transmitted through this facility. The transmission of the messages cannot be guaranteed to be completely secure and the Bank shall not be liable for loss of any information/ instructions/ alerts in transmission or be responsible for security of the transmission.
- The Bank shall not be concerned with any dispute that may arise between the Customer and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.
- In case of delayed delivery of communication, the Alerts represent particular transaction and it is not an indicator of available credit balance in the account.

8. **Disclosure**

The Customer accepts that all information shall be transmitted to and/ or stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details in relation to the Customer's account to the CSPs or any service providers so as to enable them to provide services to the Customer.

I. **PHONE BANKING**

These terms are in addition to terms applicable to Customer account, general terms and conditions and terms and conditions specified for any Service offered by the Bank. The grant of Phone Banking facility is non-transferable and shall be used only by the USER (defined below).

1. **Definitions:**

In these Terms and Conditions, the following terms shall have the following meanings:

“PHONE BANKING/ PHONE BANKING SERVICE” refers to the Bank's phone banking service, pursuant to which Bank would provide information and related services through voice, or other related systems to the USER thereof, in relation inter alia to the account of such USER, information about its products and services. Each USER, depending upon the product applied for, shall be eligible for the PHONE BANKING services.

“USER” refers to a Customer of the Bank authorized to use PHONE BANKING.

2. The USER is aware and accepts that the Bank has agreed to provide the PHONE BANKING Service, including but not limited to inquiry of the account balance, etc., by receiving instructions through the 24-hour Interactive Voice Response system and/ or through a Phone Banking. Timings for phone banking assisted service shall be communicated and updated on Bank's website and/ or through other acceptable modes of communication, from time to time.

3. **USER validation and Access to Services:**

- (a) Each time the USER is desirous of accessing the PHONE BANKING, the USER shall provide the required authentication pertaining to his account in the directed manner for authentication. The USER needs to follow the authentication process each time the USER is desirous of accessing PHONE BANKING. The transactions done post the successful validation shall be binding on the USER and the relevant records of such transaction shall be admissible in the event of any dispute.
- (b) The USER shall be deemed to represent that he is authorized to deal with the funds and property of the respective account types each time the USER uses the PHONE BANKING Service and seek information in respect thereof. The Bank reserves the right to modify the authentication parameters in order to enhance the security levels.
- (c) The USER is aware and accepts that the Bank has no means of verifying the identity of the person giving the telephone instructions in his name and any transaction made shall be binding on the USER subject to successful validation in accordance with process specified from time to time.
- (d) The USER should keep his PIN strictly confidential and not disclose or allow any other person to use his PIN (whether voluntarily or not). USER should not keep a written record of the PIN in any way that may enable another person to use it and should promptly report to us any loss, theft, disclosure or unauthorised use of your PIN. The USER is obligated not to record any sensitive information related to his account with the Bank, in any form that would be intelligible or otherwise accessible to any third party if access is gained to such a record, either honestly or dishonestly.

4. **Authority to Bank:**

The USER irrevocably and unconditionally authorizes the Bank to access all his accounts for effecting banking or other transactions performed by the USER through the Phone Banking Service or otherwise for providing to the USER any information sought by him through access to the PHONE BANKING Service. The instruction of the USER shall be effected only after authentication.

5. The Customer understands that the facility of financial transactions shall be provided in accordance with the procedures as decided by the RBI and the Bank from time to time and subject to successful

validation of his bonafides'. The customer understands that the Bank shall endeavor to effect such transactions received through PHONE BANKING Service subject to sufficient balance available in his Bank account.

6. The Customer is aware and accepts that to protect his interest, the facility of reporting loss of Shopping Cards is available 24 hours on IVR. The Bank shall carry out the request for Hotlisting of the lost Card, the request for which may be received from him or any other person acting on his behalf or the 'finder' of the said Card who may not be related to or authorised by him. The Customer accepts that the Bank shall not be liable for any losses or damages on account of him not being able to use the Hotlisted Card to carry out any transactions.

7. Accuracy of Information

- (a) The USER is responsible for the correctness of information supplied to Bank for use of the Phone Banking Service. Bank accepts no liability for the consequences arising out of erroneous information supplied by the USER.
- (b) If the USER notices an error in the information supplied to Bank either in the application form or any other communication, he shall immediately advise Bank and Bank shall endeavor to correct the error wherever possible on a "reasonable efforts "basis.

8. Liability of the USER and the Bank:

- (a) Bank shall not be liable for any unauthorized transactions occurring through the use of Phone Banking Service provided, Bank has followed due process, and the USER hereby fully indemnifies and holds the Bank harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.
- (b) Bank shall under no circumstance be held liable to the USER if Phone Banking access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of Bank. Under no circumstances shall Bank 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, interruption of business or any loss of any character or nature whatsoever and whether sustained by the USER or by any other person.
- (c) Illegal or improper use of the Phone Banking Service shall render the USER liable for payment of financial charges/ penalties (to be decided by Bank) or shall result in suspension of the operations through the Phone Banking Service.

Disclosure of INFORMATION:

The USER agrees that Bank or its service providers may hold and process his Personal Information and all other information concerning with his account(s) or otherwise in connection with Bank services including Phone Banking Service for analysis and marketing.

9. **APPLICABILITY TO FUTURE ACCOUNTS:**

Bank and the USER agree that if the USER opens further accounts with/ subscribes to any of the products/ services of Bank, and Bank extends the Phone Banking Service to such accounts or products or services then these Terms shall automatically apply to such further use of the Phone Banking Service by the USER.

10. All costs incurred by the USER including telecommunication costs to use the PHONE BANKING, shall be borne by the USER.

11. **Termination of Phone Banking Services:**

The Customer may request to discontinue/ terminate the Phone Banking Service anytime by contacting the Bank through Phone Banking/ Banking Point. The Customer agrees that he shall remain responsible for any transactions made through the Phone Banking Service until the termination of this Service by the Bank basis such request. The Customer accepts that Bank may suspend or terminate Phone Banking facilities without prior notice if he has breached these Terms and Conditions or the Bank learns of his death, bankruptcy or lack of legal capacity.

J. **NET BANKING**

These terms are in addition to terms applicable to Customers account, general terms and conditions and terms and conditions specified for any Service offered by the Bank.

1. **Definitions and Interpretations:**

In these Terms and Conditions, the following terms shall have the following meanings:

"Net Banking Terms and Conditions" shall mean the Terms and Conditions applicable to Net Banking services/ facility offered by the Bank, as modified from time to time.

"Payment Instruction" shall mean an instruction given by a Customer to transfer funds from his Saving Account/ Full KYC Wallet to any other Account held with the Bank or any other Bank in India or to make payments of the nature of bill payments or such payments of similar nature. The Bank may in its sole and exclusive discretion confine this facility only to certain permitted customers or may extend it from time to time to be generally available to all customers.

"NET BANKING SERVICES" refers to the Internet Banking service offered by the Bank to the Customer including services such as enquiry about balance in the account, details about transactions in the account, statement of account, transfer of funds, bill payment and any other service as the Bank may decide to provide from time to time.

"Customer Identification Number" ("Cust ID") is a system generated random Unique Identification Number that is given to each customer of the Bank.

2. NETBANKING SERVICES shall be available to the Customers upon opening of account with the Bank and completion of any formalities for activation of such service as deemed fit by the Bank. The customer hereby agrees that the terms and conditions for Net Banking shall be applicable in addition to the applicable terms of the Bank including terms and conditions of account opening.

3. SOFTWARE:

The Bank shall advise from time to time, the internet software, such as browsers, which are required for using Net Banking. There shall be no obligation on the Bank to support all the versions of internet software. The Customer agrees that he shall be responsible for upgrading his software, hardware and the operating system at his own cost from time to time so as to be compatible with that of the Bank. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems used by the Customer and that the same shall be the sole responsibility of the Customer.

4. NET BANKING SERVICE:

The Bank shall endeavor to provide through Net Banking, such services as the Bank may decide from time to time. The Bank shall take reasonable care to ensure the security of and prevent unauthorized access to the Net Banking Service using technology reasonably available to the Bank.

5. NET BANKING Password:

The Customer understands and acknowledges that if any third person obtains access to his Net Banking User ID and Password, such third person would be able to provide Payment Instructions/ other instructions to the Bank. The customer shall ensure that the Terms and Conditions applicable to the use of the Net Banking and to User ID and Password, as contained herein are complied with at all times. The Customer further understands and agrees that he must:

- Keep the Net Banking Password totally confidential and not reveal the same to any third party.
- Set password in line with criteria defined by the Bank from time to time and shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as his name, address, telephone number, driver license etc. or easily guessable combination of letters and number;
- Commit the Password to memory and not record them in a written or electronic form;
- Not allow any unauthorized person have access to his computer/ device or leave the computer/ device unattended while accessing Net Banking.
- Not disclose and take all reasonable steps to prevent disclosure of the Net Banking Password to anyone including Bank staff;
- Advise the Bank in a reasonable time about unauthorized access to or erroneous transactions in his accounts.

6. Banks Liability:

The Bank shall be responsible for direct losses incurred by Customer due to a system malfunction directly within the Bank's control. However, the Bank shall not be held liable for any loss caused by a technical breakdown or any act/ incidence which is beyond Bank's control.

7. Transaction processing:

All the instructions for instantaneous transactions shall be given effect to instantaneously unless and until some processing work or maintenance activity is being carried out. In case the services are not available during the end of the day processing then the transaction shall get credited on the next day.

8. Risks:

The Customer hereby acknowledges that he is availing the payments facility such as transferring funds from account with the Bank to another account, bill payment etc. at his own risk.

9. Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could affect payment instructions/ other instructions 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 that could affect payment instructions/ other instructions to the Bank including result in delay or failure in processing the instructions. The Customer shall separately evaluate all risks arising out of the same and the Bank shall not be responsible for the same. Customer understands that doing a Net Banking transaction at a cybercafe/ shared computer terminal is risky and he shall not use the services of a cybercafe/ shared computer terminal to do any Net Banking transactions.

10. Mistakes and Errors:

The filling in of applicable data for transfer of funds would require proper, accurate and complete details. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts and there is no guarantee of recovery of the same thereafter. The Customer shall therefore take all care to ensure that there are no mistakes and errors and that the information given by him to the Bank in this regard is error free, accurate, proper and complete at all points of time. The Customer shall indemnify and hold harmless the Bank against any loss, damage, liability arising out of or due to an error on his part. The Customer shall be liable and responsible to the Bank and accept the Bank's instructions without questions, for any unfair or unjust gain obtained by him as a result of such erroneous credit.

11. The Bank's sole obligation and the Customer's sole and exclusive remedy in the event of interruption to the Net Banking services or loss of use and/ or access to the Bank's website/ app shall be to use all reasonable endeavor to restore the services and/ or access as soon as reasonably possible. The Bank makes no express or implied warranty with respect to the Net banking services provided hereunder including without limitations any warranties of uninterrupted/ error-free performance of the Net banking System.

12. The amount received and stored in the Customer's account via Net Banking Services with the Bank shall NOT be refunded under ANY circumstances. The Customer must utilize the amount stored in the account to make payments for bona fide transactions/fund transfers, as applicable for the account.

13. Proprietary Rights:

The Customer acknowledges that the software and hardware underlying the Net Banking Service as well as other internet related software which are required for accessing Net Banking Service are the legal property of the respective service providers/ Bank. The permission given by the Bank to access Net Banking Service shall not convey any proprietary or ownership rights in the above software/ hardware. The Customer agrees that he shall not attempt to modify, translate, convert, adapt, alter, enhance, add to, delete, disassemble, decompile, reverse engineer or in any way tamper with, or gain access to, any part of the services or the Banks Website or any software/ hardware underlying Net Banking or create any derivative product based on the software/ hardware.

14. Termination of NET BANKING Service:

The customer may request for termination of the Net Banking Service any time by contacting the Bank through its Phone Banking Services/ Banking Point. The customer agrees that he shall remain responsible for any transactions made on his account(s) through Net Banking Service prior to the time of such cancellation of the Net Banking Service by the Bank basis Customer request. The closure of all his accounts shall automatically terminate the Net Banking Service. The Bank may suspend or terminate Net Banking Service either wholly or partially at any time by giving to the Customer at least 30 days' notice under normal circumstances.

K. **BILL PAYMENT**

These terms are in addition to terms applicable to Customers account, general terms and conditions and terms and conditions specified for any Service offered by the Bank.

1. **Definitions**

In these Terms and Conditions, the following terms shall have the following meanings:

“Bill Payment” or **“Bill Payment Service”** means a service provided through the Bank’s channels for making payment from the Customer’s account with the Bank to Billing Organisations.

“Billing Organizations” means any third party billing organization/ (s) registered with the Bank/ the Bank’s partner organisations, to which payments can be made using the Customer’s account with the Bank.

“Third Party Provider/ Third Party” means and indicates any person or entity with whom the Bank has a partnership for rendering its services for the Customer either directly through the Bank’s channels or through third party sites or applications

2. The Customer may make a Bill Payment(s) from the Bank’s channels on which this service is enabled to certain Billing Organisation
3. The Customer acknowledges and recognises that the Bank is merely providing a platform for Bill Payment facility at the Customer’s request.
4. The Bank reserves the right to add or remove a Billing Organisation in any of its channels at any time.
5. In order to make a Bill Payment, the Customer shall be required to enter details as may be required for each Bill Payment transaction, and the Customer shall be responsible for the accuracy of the details provided.
6. The Customer also agrees to inform/ update the Bank of any change in identification details as registered with the Billing Organisation through the Bank’s channels, where the facility is provided.
7. The Customer consents to the Billing Organisation disclosing the Customer’s billing details to the Bank.

8. While the Bank shall take all reasonable steps to ensure the accuracy of the billing details, it shall not be liable for bill payments with incorrect details including late payment charges, loss, duplicate or incorrect payments made from the Customer's account with the Bank. The Customer shall not hold the Bank responsible for any loss, damages, etc. that may be incurred/ suffered by the Customer if the information provided by the Customer turns out to be inaccurate/ incorrect and for the biller rejecting the bill amount because of incorrect or incomplete entries.
9. The Customer agrees that any disputes on bill details shall be settled directly with the Billing Organisation and the Bank's responsibility is limited to provision of information received from the Third Party Providers.
10. The Customer agrees that the Bank's record of the Customer instructions and transactions with the Bank shall be conclusive proof of the same and binding for all purposes and can be used as evidence in any proceeding.
11. The Customer agrees that the Bank is at liberty to withdraw the Bill Payment facility, or any services provided there under at any time, without assigning any reason whatsoever, and without giving any prior notice to the Customer.