TERMS OF SERVICES- [Mobile Money Services / Mobile Payment Services]

This document lays out the Terms and Conditions which shall be applicable to the Yes Bank Ltd (hereinafter referred to as the "Bank") Services (hereinafter referred to as "Services") provided to the Customers.

These Terms of Services shall govern Bank's Services and shall govern all the matters arising out of any services availed by the Customer or provided by the Bank in relation to the Services.

If Customer requires any additional information relating to the Services, he can contact the Customer Care Number provided at Bank's Website hosted at www.yesbank.in

The Customer shall verify the Services for which he is registered and shall contact the Customer Care Number corresponding to such Service(s).

Additional information regarding the Customer care is also provided in the Product Guide.

GENERAL - APPLICABLE TO ALL SERVICES

DEFINITIONS:

In these Terms and Conditions, unless the context otherwise requires,

"**Account**" refers to the Pre-Paid Account of the Customer, which is used for availing the Services. The term Account shall also refer to "Mobilized Bank Account" wherever the context so requires.

"**Application Form**" means the request form along with the supporting documents, as is required by the Bank from the Customer at the time of Registration or on a later date, for availing and / or continuation of the Services.

"**ATM Network**" means (which includes other Bank ATMs) made available by the Bank, or Banks designated branches

"**Bill Payment**" means Transactions wherein the Customer uses the Bank's Services and makes payments for the permitted bills.

"Business Correspondent" means a person (including legal person, whether incorporated or not), wherever located, identified by the Bank to provide selected Services to the Customers as per the applicable guidelines of Reserve Bank of India.

"**Business Correspondent Agent**" means agent of the Business Correspondent, wherever located, identified by the Business Correspondent, to provide selected Services to the Customers as per Reserve Bank of India guidelines and the Bank's instructions from time to time.

"**Cash Withdrawal**" shall mean withdrawal of cash using Services, from the Customer's Account, from ATM Network and designated Bank branches

"**Charge(s)**" or "**Service Charge**" shall mean the charges which the Bank may charge from the Customers in consideration of the Services rendered to the Customers.

"**Customer**" means a person who has registered with the Bank for availing the Services (including Merchant Establishments) and who has accepted these Terms and Conditions and owns a Mobile Phone that supports the Services.

"**Customer Care Number(s)**" means the customer support numbers available at www.yesbank.in for providing additional information relating to Services/ Account of Customer / Transactions relating to the Services

"Easy Pay Account" means Account of the Customer registered as "Easy Pay Account" and classified as "semi-closed system payment instruments" as per Reserve Bank of India's Directions on Issuance and Operations of Pre-paid Instruments in India, 2009 and from which the permitted Transaction as contained in Product Guide are allowed.

"**Easy Send Account**" means Account of the Customer registered as "Easy Send Account" and classified as "open system payment instruments" as per Reserve Bank of India's Directions on Issuance and Operations of Pre-paid Instruments in India, 2009 and from which the permitted Transaction as contained in Product Guide are allowed

"**Financial Transaction**" means the Transactions involving Transfer of funds from or to Customer's Account for making payments from or to the accounts of permitted third parties.. The Financial Transactions are more particularly described in the Product Guide.

"**Merchant Establishment**" shall mean establishments, wherever located, which honour making payments through the Services including but not limited to stores, shops, restaurants, hotels, airline organizations, websites, mail order advertisers (whether retailers, distributors or manufacturers), advertised as honoring the Services.

"**Mobile Application**" means the software application which is installed on the Customer's compatible Mobile Phones for availing the Services

"**Mobile Phone**" shall mean the mobile phone devices, including the mobile phone numbers, the combined use of which shall enable the Customer to avail the Services.

"Mobilized Bank Account" means Account of Customer registered as "Mobilizing Bank Account" with the Bank, which linked to the savings or current account of the Customer in such a way that the Customer, by using the Services, can access his savings or current account and carry out permitted Transaction as contained in Product Guide.

"**Non-Financial Transactions**" means the Transactions which do not involve Transfer of funds from or to Customer's Account. The Non Financial Transactions are more particularly described in Product Guide.

"**KYC**" means know-your-customer

"**Pre-Paid Account**" means pre-paid account linked to the Mobile Phone of the Customer, which is used by the Customer to avail the pre-paid Services of the Bank and without limitation shall include Easy Pay Account and Easy Send Account,

"**Pre-Paid TopUp**" means a Transaction of the Customer using the Services, wherein the Customer can top-up/ add talk-time / re-charge the pre-approved pre-paid services.

"**Registration**" means and refers to the process of registration adopted by the Bank to register and activate the Services for the Customer, who meets the eligibility criteria as set out in this Agreement. The registration process for each type of account is more particularly described in the Product Guide. .

"**Related Parties**" means third party licensors, suppliers, contactors, service providers of the Bank and their respective third party suppliers, licensors, subcontractors, affiliates, agents and partners

"**Request Money**" means a Transaction of the Customer wherein the Customer utilizes the Services to receive funds from another registered Customer and is more particularly described in Product Guide.

"**Send Money**" means a Transaction of the Customer wherein he utilizes the Services to Transfer funds to another registered Customer and is more particularly described in Product Guide.

"**Services(s)**" means Services relating to Pre-Paid Accounts (also referred to as "Mobile Money Services") and Mobilized Bank Account (also referred to as "Mobile Payment Services") and other incidental Services availed by the Customer and provided by the Bank in accordance with the terms and conditions stipulated in these Terms and Conditions. As and when the context so requires, the Pre-Paid Accounts shall be referred to as Mobile Money Services and Mobilized Bank Account shall be referred to as Mobile Payment Services. Unless the context requires an individual reference, Services shall always mean and include both Mobile Money Services and Mobile Payment Services

"**SMS**" shall mean Short Messaging Services, being a service offered by telephone service providers and/or any other similar method of electronic communication that may now or at anytime in the future be offered by telephone service provider(s).

"SMS Transactions" shall mean a Transaction carried out using the SMS text messages

"**Terms and Conditions**" shall mean and refer to these terms and conditions, including the Product Guide, and as amended from time to time. Unless the context requires an individual reference, these terms and conditions shall be applicable to both Pre-Paid Account and Mobilized Bank Account.

"**Transaction**" shall mean and include Financial Transactions and Non-Financial Transactions relating to the Services.

"**Transfer**" means the movement of funds to or from an Account of a Customer.

"**Product Guide**" means the detailed guide for Services, which enumerates the information relating to Account types, permitted Financial and Non-Financial Transactions relating to each type of Account, Customer Care Numbers, and other information relating to the Services.

"**Website**" shall mean the Bank's website hosted at www.yesbank.in

INTERPRETATION

i. For the purpose of these Terms and Conditions, the words "we," "us," and "our," as well as "Bank" refer to Bank. The words "you," and "your," refer to you, the Customer, who avails the Services.

ii. References to any gender includes any other gender, the plural shall include the singular and bodies corporate shall include unincorporated bodies and (in each case) vice versa.

iii. Reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed to include a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.

iv. The meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or their derivatives.

v. These Terms and Conditions shall be applicable to the products and Services mentioned herein. However, these products and Services may be offered to the Customers together with the existing product or services of the Bank. In such cases, when the services are offered with other existing product or services of the Bank these Terms and Conditions shall be in addition to and not in derogation of the terms and conditions governing the respective services.

vi. The Product Guide, as amended from time to time shall form an integral part of these Terms and Conditions. In case of a conflict between the terms and conditions contained in these Terms and Conditions and the Product Guide, provisions contained in these Terms and Conditions shall prevail.

THE SERVICES

By availing the Services the Customer shall be able to receive, send and spend money by the use of supported Mobile Phones, software applications, website, WAP sites, as the case may be.

The Customer may contact the Bank through the Customer Care Numbers for any clarification with respect to the Services.

CUSTOMER IS REQUIRED TO READ THESE TERMS AND CONDITIONS CAREFULLY. BY REGISTERING FOR, ACCESSING OR USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING ANY SUPPLEMENTAL INFORMATION AND FUTURE AMENDMENTS AS UPDATED ON THE BANK's WEBSITE (www.yesbank.in). IF AT ANY TIME THE CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, HE IS REQUIRED TO TERMINATE THE USE OF THE SERVICES IMMEDIATELY.

PLEASE NOTE: All flexi recharges are subject to availability of the recharge plan with the mobile operator during the transaction period. The Customer is required to confirm the plan details with their respective mobile operator before entering the required denomination.

ELIGIBILITY AND REQUIREMENTS FOR USE OF THE SERVICE(S);

i. The Services is only available to resident Indian person who has attained the age of majority and who is competent to contract. The Bank reserves the right to not to make these Services available to anyone.

ii. The Customer must have a Mobile Phone. The Customer must register for these Services by submission of an Application Form and applicable supporting documents. The Customer may be required to provide additional information and documents from time to time.

iii. The Customer confirms that the mobile phone number registered by him/her is issued to him/her by the concerned telecom service provider. The Customer should ensure that the handset / Mobile Phone is compatible for the Services. The Services might not be available on all handsets depending on the handset configuration and the minimum requirements for running the Mobile Application.

iv. The Customer also understands that the performance of the Service is also dependent on telecommunications networks.

v. The Bank reserves the right to terminate the Services and/ de-activate any Services and may offer incentive or promotional program at any time. The Services shall be valid till the time it is terminated by the Bank or the Customer. (Prior notice required)

vi. Customer shall not hold the Bank liable in case there is a delay in activation of Services due to technical or logistical or other reasons.

vii. The Easy Pay Services will be activated for use immediately upon Registration of the Customer.

viii. It is the responsibility of the Customer to ensure that he has sufficient funds in his Account to take care of Transaction amount and related Charges before he initiates the Transaction.

ix. An individual can open and maintain a single Account with the Bank. If an individual already has an operative Account with the Bank, he shall not apply/ register for the second Account.

x. For changes in the Account information such as name change, address change, mobile phone number change, etc, the Customer is required to follow the process as mentioned in the Product Guide.

xi. The Customer understands that all Bill Payments using the Services should be done at-least 4 (four) working days before the actual due date. Customer shall not hold the Bank liable for any delay in payments, on part of the Bank, due to technical reasons or otherwise.

xii. The Customer also understands that no interest shall be payable by the Bank on the funds deposited/ transferred to the Customer's Easy Pay Account or Easy Send Account.

xiii. Customer will be solely responsible for submitting the correct mobile phone number and all other information to use the Service.

xiv. The Customer is required to register the biller before initiating Bill Payment Transaction for the respective biller.

xv. The Customer is allowed to make payment as per the processes defined by the biller from time to time. Incase the processes as defined by the billers is not compatible with the Services as provided by the Bank, the Customer will not be able to make payments to such billers.

ARTICLE 1 – ACCOUNT TYPES AND BANK's RIGHTS

1. Under the present scheme the Bank may Register and actives the Services of the Customer for the following Accounts:
    a. Easy Pay Account
    b. Easy Send Account
    c. Mobilized Bank Account

2. For detailed features, Registration process, KYC requirements, permitted Transactions, closing of Accounts procedure, refund and other related details relating to the abovementioned Account types the Customer is required to read the Product Guide.

3. The Bank will not reverse or treat as unauthorized Transaction requests that contain entry errors, are generated by auto-dialing, predictive text or spell check programs or that otherwise contains unintended or erroneous information.

4. The Bank's records are the sole source of any definitive information regarding Customer's Transaction requests. Customer is responsible for the content of any optional message he sends with his Transaction requests.

5. The Bank reserves the right to, but is not required to, block transmission of any optional message the Customer send with his Transaction requests. Customer may not access their pending Transaction log using the text messaging function of the Services.

6. The Bank reserves the right, but is not required to, block transmission of messages with objectionable content.

   The Customer acknowledges that the funds deposited in the Account registered as Easy Pay Account, cannot be withdrawn and shall not be refunded by the Bank from the Customer's Easy Pay Account at any time. The Customer will be entitled to refund of funds held in Easy Pay Account only in case the Bank completely winds-up the scheme of Easy Pay Account under the Services.

7. Except in case of Easy Pay Account the Customer may withdraw funds from his Account only at a designated branch of the Bank or through the Bank's ATM Network.

ARTICLE 2: PRIVACY AND INFORMATION SHARING

1. When the Customer register for the Services, the Bank / Related Parties and their employees, officers, partners, contractors, agents, representatives, and correspondents ask for or otherwise collect and share amongst each other certain personal information about the Customer such as his name, address, birthday, gender, email address, mobile numbers, Account password, password recall questions and answers, Account number and system ID and status so that the Bank can communicate with the Customer by phone, SMS, email or by post to ensure the security of the Services and to facilitate the use of and experience with the Services by the Customer. The Bank will disclose to third parties about Customer's Account or his Transfers:

    a. In order to complete Transfers and to provide Transfer information (for example Customer's name or phone number) to senders and recipients
    b. In order to verify the existence and condition of Customer's Account for a third party, such as a credit bureau or bank,
    c. In order to comply with government or court orders; or
    d. In order to prevent actual or suspected fraud or abuse of the Services (including comparing information about Customer or his Account with databases operated by third parties); or
    e. As otherwise provided in the Bank's privacy policy.

2. In addition, in order to provide and improve the Services, the Bank/ Related Parties and their employees, officers, partners, contractors, agents, representatives, and correspondents collect and share amongst each other information including the information described above as well as certain technical information such as the type and serial number of Customer's mobile device, Customer's IP address, mobile network and country codes, time zones, and other technical details connected with the software used with the Services, and the type, location, and dates of Customer's Transactions. This technical information is often used in an aggregated form for:

    a. Improving the Services and its security and enhancing Customer's use thereof;
    b. Auditing, research and analysis in order to maintain, protect and improve the Services(s)

c. Ensuring the technical functioning of the Services and the network;
d. Protecting the rights or property of the Bank/ Related Parties and their affiliates and their employees, officers, partners, agents, representatives, correspondents, and their customers; and
e. Developing new mobile services.

This collection, sharing, and use may occur outside India in countries where the same legal protections with respect to Customer's personal information are not available and Customer's personal information may be combined with information that Customer have provided in connection with other services and products. By using the Services Customer expressly consent to the collection, sharing and use as described above of Customer's personal information. Customer authorizes the Bank to send him emails and messages regarding his use of the Services.

3. Customer also acknowledge that the Bank has partnered with Related Parties for making the Services available, and this consent expressly allows the Related Parties to collect, share, and use Customer's personal information

4. The Customer authorizes Bank to appoint any Related Parties for providing the Services and further authorizes Bank to share Customer's personal information relating to the Account or the Transactions with the Related Parties for the purpose as defined in these Terms and Conditions

ARTICLE 3: SERVICE CHARGES

1. Customer agrees to pay the Services Charges set forth in schedule of Charges provided in the Product Guide

2. The Services provided by the Bank may be (at the discretion of the Bank) provided initially to the Customers, without collecting any Charges as a part of promotional scheme.

3. The Bank may at its discretion after giving notice of 30 days notice to the Customer, change amend, increase, reduce the applicable charges applicable to the Services. The mode of communication of notice shall be decided by the Bank.

4. In addition to these Charges, the Customer may also be required to pay fees / Charges to other third parties in connection with their use of the Services, for instance (without limitation), Customer's mobile telephone operator charges for use

of his Mobile Phone in connection with the Services. These charges are independent of the Services and not covered within the purview of these Terms and Conditions

ARTICLE 4: ACCOUNT PASSWORD (PIN), REGISTRATION AND UNAUTHORIZED TRANSACTIONS

1. PIN OR Personal Identification Number: Each Customer will be issued a temporary Personal Identification number (PIN), as soon as he Registered for the Services, for accessing Services which he is required to change in order to access the Services.

2. This PIN number can be changed to any other convenient number by the Customer through the designated channels.

3. The Customer shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorised use of Services and shall be liable for any increased liability which he may incur on account of unauthorized use of the PIN and Services.

4. In case he changes his mobile number, then a new temporary PIN will be issued with regards to this number

5. The Bank disclaims any liability of the Bank for any unauthorized use of Services and for any loss or damage whether direct or indirect incurred by it as a result of such misuse.

6. If the Customer forgets the PIN, he/she can get the PIN re-issued by calling the Customer Care Numbers. Selection of a new Personal Identification Number shall not be construed as the commencement of a new contract.

7. The Customer shall be responsible for the confidentiality, safety and security of the PIN and failure to observe confidentiality, safety or security of the PIN can result in the Customer incurring liability on the Services. If the Customer believes that his PIN has been lost or stolen, contact the Customer Care Number and request for a PIN change and/or for Services to be blocked.

8. The Customer acknowledges and understands that the Services are linked to the mobile phone number of the Customer and the Customer is responsible for liability arising out of loss/ theft / misuse of the mobile phone number, in respect of the Services.

9. The Customer agrees that the access to the Services shall be through the Mobile Phones and the PIN and that any Transaction which originates from the same, whether initiated by the Customer or not, shall be deemed to have originated from the Customer.

10. If Customer thinks that a transfer or withdrawal shown on his Transaction history is incorrect, or if he believes an unauthorized transfer or withdrawal has taken place then he is required to contact the Customer Care Number immediately

11. Any Transaction that has been successfully processed as per Bank's record will be deemed to be authorized by means of the PIN and the Bank will not be liable in any way for the same.

12. Any Transaction that has been initiated on Customer's Account till the time the Account is closed/blocked will entirely be the responsibility of the Customer.

ARTICLE 5: PROHIBITED CONDUCT

1. By using the Services, Customer agree not to:

    a. Use the Services for any purposes other than to send or receive transfers and/or to access the Services in accordance with these Terms and Conditions and as such services are offered by the Bank;
    b. Impersonate any person or entity, or access the Accounts of others without permission, forge another person's digital signature, misrepresent the source, identity or content information transmitted via the Services, perform any other similar fraudulent activity or otherwise send or receive what the Bank reasonably believes to be potentially fraudulent funds.
    c. Use the Services, or request or make any Transfer, for any illegal purpose, or in violation of any local, state, national or international law, including without limitation, laws governing intellectual property, data protection and taxation;
    d. Use the Services to defame, harass, abuse, threaten or defraud others, or collect or threaten to collect personal information about other Customers
    e. Use the Services in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Services in an automated manner;

f. Modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent that such prohibition is expressly prohibited by applicable law notwithstanding this limitation;
g. Use any robot, spider, other automatic device, or manual process to monitor or copy the Services Website without prior written permission;
h. Make unsolicited offers, advertisements, proposals, or send junk mail or spam to others;
i. Refuse to cooperate in an investigation or provide confirmation of Customer's identity or any other information that Customer provide to the Bank;
j. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services or features that enforce limitations on the use of the Services;
k. Take any action that would cause the Bank to lose any of the services from its service providers, payment processors or other suppliers;
l. Attempt to "double dip" during the course of a dispute by attempting to receive funds from the Bank and any third party for the same Transaction.

ARTICLE 6: THIRD PARTY SITES, PRODUCTS AND SERVICES; LINKS

The Services may include links, lists or references to web sites, merchants or services solely as a convenience to Customers ("Reference Sites"). The Bank does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, Customer's correspondence or business dealings with, or participation in promotions of, advertisers or merchants found on or through the Services are solely between Customer and such advertiser. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT CUSTOMER'S OWN RISK.

ARTICLE 7: TERMINATION; AGREEMENT VIOLATIONS

1. Bank may at its sole discretion, and without giving any notice to the Customer, may suspend (wholly or in part) or terminate the Service, if the Bank is of the opinion that the Services is being used by the Customer for committing any fraud, or for any illegal or unlawful activity. Any fraudulent, abusive or illegal or unlawful activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Bank may have at law or in equity.

2. Bank may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Services. Bank is not obligated, but shall endeavor to give a reasonable notice for suspension of the Services.

3. The Customer agrees that the Bank may by giving 30 days notice and in its sole discretion, for any or no reason, and without penalty, terminate (wholly or in part) Customer's use of the Services, or any part thereof at any time.

4. The Customer agrees that the Bank shall not be liable to the Customer and / or any third party for any suspension or termination of access to the Services or any Account by the Bank.

5. Upon termination of the Services for any reason, the Customer agrees to stop using the Services immediately and to uninstall and/or destroy all copies of the Mobile Application software, any accompanying documentation, and all other associated materials.

6. The Customer may terminate the Services at any time by contacting the Customer Care Numbers and by providing 7 days (Seven Days) written notice to the Bank, uninstalling all copies of the Mobile Application software on his mobile phone, destroying all copies of the Mobile Application software in his possession, withdrawing the funds in the Account of the Customer and discontinuing use of any and all parts of the Services.

7. The Customer will remain responsible for any Transactions made through his Mobile Phone Number through the Services prior to the time of such cancellation or termination of Services.

8. In case of Mobilized Accounts, closure of the linked current or savings account would automatically amount in termination of the Services

9. The Customer agrees that the Services shall further stand terminated in the following events:

- On the last day of the said 6 month period, if the balance in any Account is zero for a continuous period of 6 months;
- If any Account having zero balance, is inactive for a period of 60 days, the Bank may terminate the Services by giving a prior written notice of 30 days to the Customer
- If any Account having balance is inactive for a continuous period of 60 days, the Bank may terminate the Services on the last day of expiry of said 60 days period

On such termination, the Customer shall utilize the balance in any such Account within 30 days, failing which the balance, if any, shall be forfeited by the Bank. Further, in the event documents provided for Easy Send Account are incomplete or missing or not in the form as stipulated by the Bank, the Customer shall utilize the amount given for such Easy Send Account through Easy Pay Account within 30 days of being informed about it, failing which the amount will be forfeited.

ARTICLE 8: OWNERSHIP; PROPRIETARY RIGHTS

1. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Services provided by the Bank (the "Materials") are protected by copyright, designs, patent, and trademark laws, international conventions, and other applicable intellectual property and proprietary rights of either the Bank and/or the Related Parties .

2. As between Customer and the Bank, all Materials, trademarks, service marks, and trade names contained on the Services are the property of the Bank and/or of the Related Parties.

3. Customer agree not to remove, obscure, or alter the Bank's or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services.

4. Except as expressly authorized by the Bank, Customer agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

The Bank and the respective third parties reserves all rights not expressly granted in these Terms and Conditions.

ARTICLE 9: INDEMNIFICATION

1. Customer agrees to indemnify, save, and hold the Bank, and/or Related Parties harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Customer's use or misuse of the Services, any violation by Customer of these Terms and Conditions, or any breach of the representations, warranties, and covenants made by the Customer herein.

2. The Bank, and/or Related Parties reserve the right, at Customer's expense, to assume the exclusive defense and control of any matter for which Customer is required to indemnify them, including rights to settle, and Customer agree to cooperate with their defense and settlement of these claims.

   The Bank will use reasonable efforts to notify the Customer of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it.

3. The Customer shall be responsible for the safe custody of Mobile Phone/device. Customer shall however be responsible and liable for all Transactions effected by the Customer until the Services is closed/blocked.

ARTICLE 10: LIMITATION OF LIABILITY AND DAMAGES

1. Bank and/ or Related Parties shall not be responsible for any failure on part of the Customer to utilise the Services due to the Customer not being within the geographical range within which the Services is offered;

2. If the Bank and/ or Related Parties does not complete a transfer to or from Customer's Account on time or for the correct amount according to these Terms and Conditions. The Bank and/ or Related Parties will not be liable, for instance (without limitation):

   i. If, through no fault of the Bank and/ or Related Party's, Customer do not have enough money in his Account to make the transfer.

ii. For unauthorised use of the Customer's PIN, or Mobile Phone or for any fraudulent, duplicate or erroneous instructions given by use of the Customer's PIN, or Mobile Phone

iii. If the funds in Customer's Account are subject to legal process or other encumbrance restricting their use.

iv. If the Services or system was not working properly and if the Customer was informed by the Bank and/ or Related Parties or the Customer knew about the breakdown when he started the Transfer.

v. If circumstances beyond the Bank and/ or Related Party's control (such as fire or flood, or actions of a third party) prevent the Transfer, despite reasonable precautions that the Bank has taken.

vi. If the failure results from a communications failure, such as the failure of a mobile operator to complete a text, voice, or data transmission accurately.

vii. If Customer provided inaccurate or incomplete information regarding the Transfer.

viii. If the Transfer appears suspicious, fraudulent or unauthorized, and the Bank and/ or Related Parties cannot confirm that it is a legitimate Transfer, or if the Transfer is (or appears to be) prohibited by law or rules.

ix. The Bank and/ or Related Parties is not responsible for the actions of the persons to whom Customer send a Transfer, or from whom the Customer receive a Transfer.

3. The Bank and/ or Related Parties shall not be liable in cases, where the Bank and/ or Related Parties has:

   a) acted in good faith on any instructions received by the Bank and/ or Related Parties;

   b) error, default, delay or inability of Bank and/ or Related Parties to act on all or any of the instructions

   c) loss of any information/instructions in transmission;

d) unauthorized access by any other person to any information /instructions given by the Customer or breach of confidentiality;

e) any loss or damage to the handset / mobile phone, including loss of data arising from downloading any software/application for availing/use of the Services.

4. There may be other exceptions stated in these Terms and Conditions.

5. IN NO EVENT WILL THE BANK, AND/OR RELATED PARTIES BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO (I) THESE TERMS AND CONDITIONS , (II) THE SERVICE OR ANY REFERENCE SITE, (III) CUSTOMER'S USE OR INABILITY TO USE THE SERVICE (INCLUDING ANY AND ALL MATERIALS) OR ANY REFERENCE SITES, OR (IV) ANY OTHER INTERACTIONS WITH ANOTHER CUSTOMER IN CONNECTION WITH THE SERVICE, EVEN IF THE BANK,OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. In no event will the Bank and/or Related Party(ies)'s total liability to Customer for all damages, liabilities, losses, and causes of action arising out of or relating to (i) these Terms and Conditions , (ii) the Services, (iii) Customer's use or inability to use the Services (including any and all Materials) or any Reference Sites, or (iv) any other interactions with the Bank or Customer, however caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount of Services Charges paid by Customer.

7. CUSTOMER ACKNOWLEDGE AND AGREE THAT THE BANK HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS AND CONDITIONS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN CUSTOMER AND THE BANK, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN

FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN CUSTOMER AND THE BANK.

8. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions may not apply to Customer.

9. However in an event a Customer has suffered a loss arising out of/or due to availing of the Bank and/ or Related Parties's Services and whether it arises in contract, tort including negligence, warranty or otherwise, the liability of the Bank and/ or Related Parties shall not exceed the amount of Services Charges paid by Customer.

ARTICLE 11: DISCLAIMER; NO WARRANTY

AS USED IN THIS ARTCLE 11, THE TERM "BANK", INCLUDES RELATED PARTIES AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS OF THE BANK AND THE RELATED PARTIES

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE BANK, DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FORM THE BANK OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. CUSTOMER EXPRESSLY ACKNOWLEDGE THAT .

CUSTOMER EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE AND ANY DATA, INFORMATION, THIRD PARTY SOFTWARE, REFERENCE SITES, SERVICES, OR SOFTWARE MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. THE BANKDO NOT WARRANT THAT THE DATA, SOFTWARE, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SERVICE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT

WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. THE CUSTOMER AND MERCHANT ESTABLISHMENT AGREES AND UNDERTAKES TO PROMPTLY REPORT TO THE BANK OF ANY FAULT OR DELAY IN ANY SERVICE.

THE BANK DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

CUSTOMER UNDERSTAND AND AGREE THAT IF CUSTOMER USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICE OR ANY REFERENCE SITES AT HIS OWN DISCRETION AND RISK AND THAT HE/SHE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S PROPERTY (INCLUDING CUSTOMER'S COMPUTER SYSTEM AND/OR OTHER DEVICE) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

ARTICLE 12- MODIFICATION OF THESE TERMS AND CONDITIONS

1. Bank has the absolute discretion to amend or supplement any of these Terms and Conditions at any time and will make reasonable efforts to give prior notice of 30 days by email/sms or by displaying on the Website depending upon the discretion of Bank, whichever feasible, and such amended Terms and Conditions will thereupon apply to and be binding on the Customer.

2. The changes will become effective and shall be deemed accepted by the Customer on the next day succeeding the completion of the notice period of 30 days from the initial posting. and the changes so effected shall apply on a going-forward basis with respect to Transactions initiated after the completion of the notice period of 30 days.

3. If Customer does not agree with any such modification, Customer sole and exclusive remedy is to terminate the use of Services. The Services can be terminated by following the process mentioned in the Product Guide.

ARTICLE 13: AUTHORITY TO DEBIT THE ACCOUNT

The Customer hereby authorises the Bank to debit the Account(s) with the amount of withdrawals, or transfers effected by the use of Mobile Payment Services, as per the Bank's records. The Bank's record for Transactions processed through the registered Mobile Phone device shall be final and binding on the Customer.

ARTICLE 14: TRANSACTIONS DONE AT MERCHANT ESTABLISHMENTS

1. The Services is for electronic use only and will be acceptable only at Merchant Establishments, which accepts the Services. Any usage of the Services other than electronic use will be considered as un-authorized.

2. The Services will be honored only when it is authorized by means of the PIN.

3. The amount of the Transaction is debited immediately from Customer's Account. The Customer should ensure that the Services is used only once at the Merchant location for each Transaction.

4. The Customer will get a notification each time the Services is used and the Services Customer should ensure that there is no multiple usage of the Services at the merchant location at the time of each purchase.

5. The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Customer's Account with the Transaction amount.

6. Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the merchant establishment by the Customer except where the mobile phone has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Customer.

7. The Customer agrees that any debits received during this time will be honored only based on the available Balance in the Account(s). The Customer shall keep the Bank indemnified for any loss or damage caused due to the Bank dishonouring the payment instructions as a result of insufficient funds in the Account of the Customer.

8. The Services is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase Transaction or service.

9. The Services should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as unauthorized usage. The Customer would be solely liable for all unauthorized acts and Transactions.

10. Customer must not at any point, hand over Customer's Services to any other person including for usage on Customer's behalf. Customer must ensure that he is physically present at a Merchant Establishment at the time of any Transaction undertaken by him.

11. Merchant Establishment agrees and undertakes not to discriminate against any practices or procedures that discourages Transaction in favor of cash or any other competing technology/ services or imposes a limit on Customer for undertaking any Transaction nor shall it refuse to honor a Transaction proposed by a Customer unless the same is not in accordance with provisions of law or terms herein contained.

12. The Customer and Merchant Establishment agree and undertake not to enter into any third party transaction or dispense cash to third parties.

13. In case of any upgradation/ maintenance/ network connection/ replacement of mobile phones is required by the Customer or Merchant Establishment to use the Service, the costs, charges and expenses thereto shall be borne by the Customer or Merchant Establishment solely.

14. The Merchant Establishment expressly agrees for the (a) inclusion of the Merchant Establishment's name in any directory or promotional material produced in connection with the Mobile Application Services and to prominently display and maintain Bank's promotional material including hoardings as supplied by them from time to time

Customer disputes with Merchants:

1. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. The Bank shall not in manner be responsible for any disputes regarding goods and services of Merchant Establishment received by the Customer including the quality, value warranty, delay of delivery, non delivery, non receipt of any goods or services. It must be clearly understood that the Services is only available to the Customer for purchase of goods or avail of third party services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever

regarding goods or third party services, and any such disputes should be resolved by the Customer with the Merchant Establishment directly.

2. For the purpose of this Article 14, the term Customer shall not include Merchant Establishment.

ARTICLE 15 OTHER DISPUTES

1. Bank may keep its records of the Transactions in any form it wishes. In the event of any dispute, BANK's records shall be binding as the conclusive evidence of the Transactions carried out through Services in the absence of clear proof that Bank's records are erroneous or incomplete. Any request for any Services, which is offered as a part of Services, shall be binding on the Customer as and when Bank receives such a request. If any request for a Services is such that it cannot be given effect to unless it is followed up by requisite documentation on part of the Customer, Bank shall not be required to act on the request until it receives such documentation from the Customer

2. The Customer hereby authorizes the Bank to reverse any entries erroneously passed, with or without notice to/from the Customer; and to debit/credit the Customer Account to the extent required to correct any erroneous entries that may have been inadvertently made by the Bank.

3. The Customer hereby understands and confirms that in case of the death of the Customer, the Bank shall have the right to release the money lying to the credit of the Customer's Account to the nominee appointed by the Customer and/or his legal heirs who shall hold the said funds/items etc. in the capacity of the trustee of the Customer's survivor(s)/legal heirs. The Bank may retain any and all funds in the Account of the Customer until it establishes the identity and credentials of the successor(s) at its sole satisfaction, and the Bank reserves the right to demand and inspect requisite documentation in this regard, including a succession certificate/probate of a will. Without prejudice to the foregoing, in the event of the death of the Customer, the Bank reserves the right to pursue all courses available to it under law and equity, at its discretion to recover any outstanding from the Customer's survivors/heirs/executors/administrators.

ARTICLE 16: FORCE MAJEURE

1. Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions or the specific terms and conditions if the performance is prevented, hindered or delayed by a Force Majeure Event (without limitation, defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

2. Bank shall promptly inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment 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 device, computer crashes, breach of security and encryption, etc.

ARTICLE 17: GOVERNING LAW AND JURISDICTION

1. The Customer agrees and confirms that all claims, matters and disputes are subject to the jurisdiction of the competent courts in Mumbai and laws of Republic of India shall govern any dispute in connection with or relating to these Terms and Conditions.

ARTICLE 18: NOTICES

1. Bank may give notice under these Terms and Conditions electronically to the mailbox of the Customer (which will be regarded as being in the writing) or in writing by delivering them by hand or by sending them by post to the last address given by the Customer and in case to Bank at its registered office at 9th Floor, Nehru Center, Dr. Annie Besant Road, Worli, Mumbai 400 018 In addition, Bank may also publish notice of general nature regarding the Services, which are applicable to all Customers of the Services on its Website and/or by means of the customized messages sent to the Customer over the mobile phone as short messaging service ("SMS"). Such notice will be deemed to have been served individually to each Customer.

ARTICLE 19: WAIVER

1. The Customer acknowledges and understands that Bank's failure 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 or operate so as to the exercise or enforcement thereof at any subsequent time, nor shall any single or partial exercise of any other right, power or privilege constitute as a waiver.

ARTICLE 20: SEVERABILITY AND SURVIVAL

1. The Customer understands and acknowledges that each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under law, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

2. All provisions of the Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, PRIVACY AND INFORMATION SHARING, OWNERSHIP; PROPRIETARY RIGHTS, INDEMNIFICATION, LIMITATION OF LIABILITY AND DAMAGES, DISCLAIMER; NO WARRANTY, GOVERNING LAW AND JURISDICTION, WAIVER