

Terms & Conditions applicable for PayMate facility

These Terms & Conditions of Service form an agreement between the Customer and IDBI Bank Ltd. (hereafter referred to as the Bank), which governs the access to and use of the PayMate facility (hereafter referred to as the Service) provided through Mobile Phone.

By acceptance of the same, the Customer agrees to be bound by these Terms and Conditions of Service.

1. Registration for the Service

A valid mobile number as provided by the Customer in the application will be mapped by the Bank against the Customer's account as a Payment Instrument to make Payment Transactions and pay fees and other obligations arising from use of the Service by the Customer. The Customer hereby undertakes to provide current, complete and accurate information and maintain it as current and accurate. The Bank may require the Customer to provide additional information as a condition of continued use of the Service, or to assist in determining whether to permit the Customer to continue to use the Service. Account holder is solely responsible to ensure the accuracy of the mobile number provided to the Bank. The Bank bears no responsibility or liability whatsoever in case the mobile number mentioned by the account holder on the form is inaccurate or does not belong to the Account holder.

The Bank, in its sole and absolute discretion, may refuse to approve or may terminate existing registrations with or without cause or notice, other than any notice required by any applicable law, and not waived herein.

By agreeing to these Terms of Service for customers, the Customer represents that the Customer is :

- 18 years old or older; and
- Capable of entering into a legally binding agreement.

2. Username and Password Information

The Customer agrees that he/she is responsible for: 1) maintaining the confidentiality of the PIN issued to him/her, 2) any and all transactions by persons to whom the Customer gives access to or that otherwise use such PIN, and 3) any and all consequences of use or misuse of PIN allotted to the Customer. The Customer agrees to notify the Bank immediately of any unauthorized use of the PIN or any other breach of security regarding the Service of which the Customer has knowledge. The Customer shall be responsible for all actions by agents, representatives and others, regardless of whether authorized by him/her that will access the Service using the PIN allotted to the Customer.

3. Permissible Payment Transactions

The Customer shall use the Service only to process a Payment Transaction for a Product that is purchased from a merchant (hereinafter referred to as the Merchant) through a legitimate, bona fide sale of the Product. The Service will not be used to process a Payment Transaction, or otherwise transfer money between the Customer and a Merchant, that is unrelated to a purchase of a Product. The Service will not be used to receive cash advances from Merchants or to facilitate the purchase of cash equivalents (travelers' checks, prepaid cards, money orders, etc.). The Customer shall not use the Service to process Payment Transactions in connection with the sale or exchange of any illegal goods or services or any other underlying illegal transaction. In particular, the Customer shall not use the Service or process Payment Transactions in connection with the sale or purchase of goods or services, or other remittances that are prohibited under the (Indian) Foreign Exchange Management Act, 1999 and the regulations made there under, as may be amended from time to time.

The Customer shall not use the Service to process Payment Transactions for any Products that violate these Terms and Conditions of Service, other policies or rules applicable to the Service, or applicable law. The current policy that establishes the Products and other transactions that may not be paid for with the Service include: 1) Firearms 2) Alcohol 3) Explosives 4) Pornography materials and services of any kind whatsoever 5) Live animals 6) Banned / illegal drugs or other controlled substances 7) Fireworks or pyrotechnic devices or supplies 8) Hazardous materials, combustibles, corrosives 9) Web site access and / or web site memberships of pornography or illegal sites. 10) Gambling transactions. Failure to comply with these limitations may result in suspension or termination of the Service.

4. Payment Transaction Processing

The Service facilitates the processing of Payment Transactions to complete payment for a purchase between the Customer and a Merchant. The Bank will store information from the Customer, such as payment instruments and shipping information, and will process Payment Transactions on behalf of Merchants through the appropriate payment gateway network. The Customer authorizes the Bank to charge or debit the Customer's account to complete processing of Payment Transaction. The Customer also authorises the Bank to credit the Customer's Account in connection with reversals, refunds, or adjustments through the Service.

The Customer acknowledges and agrees that the purchases of products are transactions between the Customer and the Merchant and not with the Bank. The Bank is not a party to the purchase of products/Services, and the Bank is not a buyer or

a Merchant in connection with any Payment Transaction.

5. Service Fees The Customer agrees that the service charges levied for the use of the facility/Service, if applicable may be debited to the Customer's account from time to time. The Bank is at liberty to change / modify the service charges associated with the facility/Service. These changes will be communicated through the Bank's website (www.idbibank.com or www.idbi.com).

6. Refunds The Bank is only a facilitator in making payments to the Merchants. Any refunds related to non delivery / defective goods/service should be taken up with the Merchant concerned.

7. Limitations on the Use of Service The Bank may establish general practices and limits concerning use of the Service, including without limitation individual or aggregate transaction limits on the rupee amount or number of Payment Transactions during any specified time period(s). The Bank reserves the right to change, suspend or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any Service feature, without notice and without liability. The Bank also reserves the right to impose limits on certain service features or restrict access to parts or all of the Service without notice and without liability. The Bank may decline to process any Payment Transaction without prior notice to the Customer or the Merchant.

The Bank does not warrant that the functions contained in the Service will be uninterrupted or error free and shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Payment Transactions or the Service). The Bank may limit or suspend the use of the Service at any time, at their sole and absolute discretion. If the Bank suspends the use of the Service, the Bank will attempt to notify the Customer by electronic mail. Suspension of the use of the Service will not affect the rights and obligations pursuant to these Terms and Conditions of Service arising before or after such suspension.

8. No Endorsement of Products

The Bank does not represent or endorse, and shall not be responsible for: (a) the safety, quality, accuracy, reliability, integrity or legality of any Product, the truth or accuracy of the description of Products, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, purchased or paid through the Service, or the Merchant Web Sites/Electronic Catalogues/Retail establishments; or (b) the ability of the Customer to buy Products or Merchants to deliver Products. The Bank hereby disclaims any liability or responsibility for errors or omissions in any Content or in the Service. The Bank reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any content, in whole or in part, that in the Bank's sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms and Conditions of Service.

9. The Bank may communicate with the Customer regarding the Service by means of electronic communications, including (a) sending electronic mail/text message to the email address/mobile number provided by the Customer during the registration for the Service, or (b) posting notices or communications on the Bank's Web Site (www.idbibank.com or www.idbi.com). The Customer agrees that the Bank may communicate with the Customer by means of electronic communications the following: (i) Terms and Conditions of Service (and revisions or amendments), (ii) notices or disclosures regarding the Service, (iii) payment authorizations, (iv) communications on new services / offerings / promotions and any other matter relating to the use of the Service by the Customer.

The Customer agrees to maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall be deemed to be received by the Customer when the Bank sends the electronic communication to the email address/mobile number provided by the Customer at the time of registration or as revised by the Customer thereafter in accordance with these Terms and Conditions of Service, or when the Bank posts the electronic communication on the Banks website (www.idbibank.com or www.idbi.com).

10. The reporting and payment of any applicable taxes arising from the use of the Service is the responsibility of the Customer who hereby agrees to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Payment Transactions.

11. Indemnification

The Customer agrees to indemnify, defend and hold harmless the Bank and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) use of the Service by the Customer; (ii) any breach or non-compliance by the Customer of any of these Terms and Conditions of Service or any of the Bank policies; (iii) any dispute or litigation caused by the Customer's actions or omissions; or (iv) the Customer's negligence or violation or alleged violation of any law or rights of a third party.

12. Disclaimer of Warranties

The Service, including all content, software, functions, materials and information made available or provided in connection with or accessible through the service, is provided "as is" to the fullest extent permissible by law, the Bank makes no

representation or warranty of any kind whatsoever for the service or content, materials, information and functions made accessible by the software used on or accessible by the software used on or accessed through the service, or for any breach of security associated with the transmission of sensitive information through the service. The Bank disclaims without limitation, any warranty of any kind with respect to the Service, non-infringement, merchantability, or fitness for a particular purpose. The Bank does not warrant that the functions contained in the Service will be uninterrupted or error free. The Bank shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of payment transactions or the service.

13. Termination of Service

The Bank may, at its sole and absolute discretion terminate use of the Service for any reason, including without limitation inactivity or violation of these Terms and Conditions of Service or other policies the Bank may establish from time to time. Upon termination of use of the Service, the Customer shall remain liable for all Payment Transactions and any other obligations the Customer has incurred. Upon termination, the Bank has the right to prohibit the Customer's access to the Service, including without limitation by deactivating the Customer's PIN, and to refuse future access to the Service by the Customer (or his/her relatives or known acquaintances or if a business entity, its parent, affiliates or subsidiaries or its or their successors).

14. Modification of Terms and Conditions of Service

The Bank has the right, at its sole and absolute discretion, to change, modify, or amend any portion of these Terms and Conditions of Service at any time by posting notification on the Bank's website (www.idbibank.com or www.idbi.com) or otherwise communicating the notification to the Customer. The changes will become effective, and shall be deemed accepted by the Customer, after the initial posting and shall apply on a going-forward basis with respect to Payment Transactions initiated after the posting date. In the event that the Customer does not agree with any such modification, sole and exclusive remedy available to the Customer is to terminate the use of the Service by the Customer.

15. Limitations of Liability:

Force Majeure To the fullest extent permissible by law, in no event shall the Bank be responsible or liable to the Customer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including but not limited to damages for loss of profits, goodwill, use data, or other intangible losses which may be incurred in connection with any goods, services, or information purchased, received, sold or paid for by way of service, regardless of the type of claim or the nature of cause of action, even if the Bank has been advised of the possibility of such damage or loss. Each party acknowledges that the other party has entered into these Terms and Conditions of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, the Bank shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, and flood or other acts of God, labor conditions, power failures and Internet disturbances.

16. Disputes

The Customer shall release the Bank, and its agents, contractors, directors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with dispute/(s). The Customer agrees that he/she will not involve the Bank in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Merchant, other Buyer, advertiser or other third party in connection with the service. If the Customer attempts to do so, (i) he/her shall pay all costs and attorneys' fees of the Bank and shall provide indemnification as set forth above, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below.

17. Jurisdiction:

Governing Law These terms and conditions shall be governed by and construed in accordance with the laws of India. The Customer agrees to submit to the exclusive jurisdiction of the Courts located in Mumbai, India any claims or matters arising in relation to the facility/Service. Any dispute, controversy or claims arising out of or relating to the facility/Service or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.

I confirm having read and understood IDBI Bank Terms and Conditions for use of the PayMate facility.

Name of Primary Account Holder:

Signature :

primary account Holder :

Joint Holder 1:

Joint Holder 2:

Date : / /