

TERMS AND CONDITIONS

RuPay Platinum Chip Debit-Cum-ATM Card



IDBI Bank Limited, Regd. Office: IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005.
Toll Free Numbers: 1800-200-1947/ 1800-22-1070, **Non- Toll Free Number:** 022-66937000.
Website: www.idbi.com **CIN:** L65190MH2004GOI148838

TERMS AND CONDITIONS GOVERNING THE USE OF THE IDBI BANK RUPAY PLATINUM CHIP DEBIT-CUM-ATM CARD

These terms and conditions apply to all transactions involving use of IDBI Bank Ltd. RuPay Platinum Chip Debit-cum-ATM Card. By accepting and/or using the card, the cardholder accepts the following terms and conditions unconditionally and he accepts the onus of ensuring compliance with the relevant policies and the laws of India, as applicable.

In relation to these Terms and Conditions:

- All references to singular shall include plural and masculine gender shall include feminine gender
 - The Clause headings are only for convenience and do not affect the meaning of the relative clause
 - Any provision hereof is held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted here from and the remaining Terms and Conditions shall continue in force and effect
- These Terms and Conditions form the contract between the Debit-cum-ATM Card Holder and the Bank.

Definitions:

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise.

"The Bank", "IDBI Bank", "IDBI Bank Ltd.", "our", "us", or "we" refers to IDBI Bank Ltd., a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Sec 5(c) of the Banking Regulation Act 1949, (includes its successors and assigns) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005. and includes its successors and assigns.

"Cardholder", "Card member" "you", "your" refers to a customer of the Bank who has been issued and authorized to use IDBI Bank International Debit-cum-ATM Card.

"Card" or **"Debit-cum-ATM Card"** refers to the IDBI Bank International Chip Debit-cum-ATM Card issued by the Bank and may include any other card issued by the bank from time to time.

"Account" refers to the Cardholder's Savings and/or Current Account and/or any other type of account designated by the Bank to be eligible account(s) for operations through the use of the card. The Cardholder should be either the account holder or sole signatory or authorized to act alone where there is more than one signatory.

"Primary Account" means one of the accounts, as described above, which will be debited for transactions done at Merchant Establishments or RuPay/ Shared network ATM locations or shared network ATM locations.

"Nominated Accounts" includes the Primary account as described above, and it indicates other account(s) nominated by the cardholder, in writing, and approved by the Bank to be accessed through his International Chip Debit-cum-ATM Card and PIN.

"ATM" means any Automated Teller Machine whether in India or overseas, whether of IDBI Bank Ltd. or a shared network, at which the cardholder can use the International Chip Debit-cum-ATM Card to access his funds in his account(s), held with IDBI Bank Ltd. in India.

"PIN" means the Personal Identification Number (required for access of ATMs) allocated to the cardholder by the bank or, chosen by the cardholder from time to time.

"International transactions" refers to the transactions entered into by the cardholder on his IDBI Bank International Chip Debit-cum-ATM Card outside India, Nepal and Bhutan.

"Merchant" or "Merchant Establishment" means any establishment wherever located, which a Card Scheme Member Bank has approved and made arrangements with, to accept and honour cards, for the sale of goods and services to Cardholders. This shall include among others, stores, shops, restaurants, airline organizations, advertised by the Bank, Visa/MasterCard or the Merchant as honouring a International Chip Debit-cum-ATM Card.

"Depository" means any machine/device whether in India or overseas, whether of IDBI Bank Ltd. or a shared network, at which, amongst other things, the cardholder can use his IDBI Bank Chip Debit Card to access his account(s) and deposit funds in his account(s) held with the Bank in India.

"EDC" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in India or overseas, whether of IDBI Bank Ltd. or a shared network at which, amongst other things, the cardholder can use his funds in his account(s) held with IDBI Bank Ltd. across the country to process the transaction at a Merchant Establishment.

"CASST" means Customer Activated Sales and Service Terminals (also called "Touch Access Banking Terminals") whether in India or overseas, whether of IDBI Bank Ltd. or a shared network at which, amongst other things, the cardholder can use his International Chip Debit-cum-ATM Card to access his account(s) and do transactions on his account(s) held with IDBI Bank Ltd. across the country.

"POS" means Point of Sale terminals whether in India or overseas, whether of IDBI Bank Ltd. or a shared network, at which, amongst other things, the cardholder can use his IDBI Bank Chip Debit Card to access his funds in his account(s) held with IDBI Bank Ltd. across the country.

"Transactions" means any instruction given by a Cardholder using a Card directly or indirectly to the Bank to effect a transaction.

"RuPay" shall mean a mark owned by NPCI.

"RuPay ATM Network" shall mean ATMs located which honour Debit-cum-ATM Card and displaying the RuPay / DFS Symbols.

Validity

- The card is valid in India and abroad.
- The card is not valid for foreign exchange payments in India, Nepal and Bhutan.
- The card is valid upto the last working day of the month indicated. The cardholder shall destroy the card when it expires by cutting it in half diagonally. The bank shall send the renewed card to the cardholder before the expiry of the card.

The card is acceptable at any of the following:

- i) The IDBI Bank Ltd. ATM Network.
- ii) Any ATM of other bank's which are members of the RuPay or shared ATM network in India and abroad (DFS).
- iii) Any RuPay Merchant Establishment in India and abroad (shared network) with whom IDBI Bank Ltd. has an arrangement.

Cardholder Obligations

- The Cardholder shall notify the Bank immediately in case of change of his address.
- The Cardholder shall at all times ensure that the card is kept in a safe place. The Cardholder shall under no circumstance whatsoever allow the card to be used by any other individual. The Cardholder will sign the card immediately upon receipt.
- The Card is the property of IDBI Bank Ltd. and must be returned to an authorized person of the Bank on request. The Cardholder shall ensure that the identity of the authorised person of the Bank is established before handing over the card.
- The Cardholder will be Accountable for all facilities granted by the Bank in respect of the Card and for all related charges.
- The Cardholder accepts that at his request and risk the Bank has agreed to provide him the facility of carrying out transactions by using the Debit-cum-ATM Card apart from any written Standing Instructions now given or that may hereafter be given to the Bank.
- The Cardholder accepts full responsibility for all transactions processed by the use of the Debit-cum-ATM Card whether on ATM/CASST/Touch Access Banking Terminal/EDC-POS/Depository or any other device made available by the Bank. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with his knowledge or his authority, expressed or implied. The Cardholder authorises the Bank to debit his account(s) with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with our record of transactions.
- The cardholder shall not hold the Bank accountable on account of the Bank acting in good faith, in the normal course of business, on the cardholder's instructions.
- In following such instructions, the Bank will be doing so on a best effort basis and the Bank shall in no way be liable/held responsible on account of delay or inability to act immediately or at all on any of the cardholder's instructions.
- In case the cardholder has any dispute in respect of any charge indicated in the statement furnished by the Bank, the cardholder shall advise details to the Bank within 15 days of the statement date, failing which, it will be construed that all charges are acceptable and in order.

Securing the PIN:

- The Bank will initially allocate a Personal Identification Number (PIN) to the Cardholder. The Cardholder may select his own PIN (any 4 digit number) if he would like to change it, depending on the availability of such facility.
- The security of the PIN is very important. The Cardholder shall not disclose his PIN to anyone else. If he fails to observe any of the security requirements, he may incur liability for unauthorised use.
- If the Cardholder chooses his own PIN, he shall not select a PIN that is easily identified with him, e.g. his birth date, car registration number, or repeated numbers etc.
- The Cardholder shall not write or indicate his PIN on his Debit-cum-ATM Card or any other item he may carry or store with his Debit-cum-ATM Card, even if he has disguised it.
- If the Debit-cum-ATM Card Holder forgets the Debit-cum-ATM Card PIN, he should request the Bank in writing for change of the PIN, thereafter the Bank shall communicate new PIN to the Debit-cum-ATM Card Holder. However, the Account Holder shall continue to be responsible for the transactions made using the old PIN until a new PIN is given effect to in the Bank's records and computer systems.

Bank's Rights

- The Bank reserves the right to cancel the ATM withdrawal facilities on an account, at its discretion without assigning any reason whatsoever.
- The Bank may at its discretion, change or withdraw or suspend the facility wholly or in part at any time.
- The Bank may at its discretion, decide not to carry out any such instructions where it has reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.
- The Bank may at its discretion, videotape or record on camera the cardholder's access/presence/use of the bank's facilities at its premises/machines/equipment's and the bank may rely on footage of such clippings as evidence in any proceedings.
- Should any instruction given by the cardholder be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways, at its sole discretion.
- To protect the cardholder's interests, the Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Debit-cum-ATM Card facilities.
- All records maintained by the Bank, in electronic or documentary form, of the instructions of the cardholder and such other details (including, but not limited to payments made or received) pursuant to this agreement, and all camera/video recordings made as mentioned above, shall as against the cardholder, will be deemed to be conclusive evidence of such instructions and such other details.
- The ATM machine may capture the Debit-cum-ATM Card, if responses sought from the Cardholder by the machine are not provided by the Cardholder within a specific time. In such event, the Card may be returned to the Cardholder at the sole discretion of the Bank.
- The Bank will not be responsible for any cash loss after a cash withdrawal transaction is completed by the Cardholder at an ATM machine. A cash withdrawal will be treated as completed if the Bank's records indicate that the money has been dispensed by the machine.
- The Bank will not be responsible for any loss due to theft, burglary etc. once the cash has been dispensed by the ATM machine.
- The Bank reserves the right to participate at any time in any network sharing arrangement which will enable the cards issued by the Bank to be accepted on the electronic devise of other institutions participating in such shared networks. The Bank, will however, not be responsible for any loss arising out of any transaction conducted at the ATM machine of another bank.

Lost or Stolen Cards

- If the card is lost or stolen, the Cardholder must immediately file a report with the local police and send a copy thereof to the Bank. The Cardholder will be liable for all the charges incurred on the card until the card is hot listed/ cancelled. In case of an unsigned card, the Cardholder will be liable for all charges incurred on it. The Cardholder may report a card loss over the telephone (Phone banking) or by way of written communication by fax. He may also hotlist the card via Net Banking or SMS BLOCK <Customer ID><Card Number> to 5676777, from your registered mobile number. The Bank upon adequate verification will temporarily suspend the card and will not be liable or responsible for any inconvenience caused to the Cardholder on this account. The Bank will hotlist/cancel the card as soon as possible following the receipt of such intimation.
- The Cardholder shall take cognizance of the fact that once the card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to the bank and adequate care taken to prevent its misuse.
- The Cardholder is responsible for the security of the card and shall take all steps towards ensuring the safe keeping thereof. In the event the bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with the Cardholder.
- Provided that the Cardholder has in all respects complied with the Terms and Conditions, a replacement card may be issued at the sole discretion of the Bank.

ATM Usage

- The Card is operable with the help of a confidential PIN at ATM locations. The cardholder's PIN shall be mailed/couriered to him and the cardholder shall ensure that the same is received in a sealed envelope. The PIN should never be disclosed to any person or written down where any other person may discover it.
- Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the cardholder's risk. All transactions conducted with use of the PIN will be the cardholder's responsibility and he will abide by the record of the transaction as generated.
- For all cash/cheque deposit transactions at the ATM, the cardholder agrees that the ATM will produce a receipt and that no other receipt will be issued. All cash and cheque deposits will be subject to verification by the Bank and this verified amount will be binding on the cardholder. The same will be processed normally on the next working day.
- The Cardholder agrees that requests on the ATM such as cheque book requisitions and duplicate account statement requests will be processed normally on the next working day.
- The card is acceptable at any shared ATM network belonging to institutions other than IDBI Bank Ltd. in India and abroad. The bank will not accept responsibility for any dealings the cardholder may have with the other institutions including but not limited to such services. Should the cardholder have any complaints concerning any RuPay ATM network establishment, the matter should be resolved by the cardholder with the establishment and failure to do so will not relieve him from any obligations to the bank. However, the cardholder should notify the bank of this complaint immediately.
- There will be separate service charges levied for such facilities that will be announced by the bank from time to time and deducted from the cardholders account linked to the card. In the situation that the account does not have sufficient funds to deduct such fees, the bank reserves the right to deny such transactions. The decision of the bank is binding on the cardholder.
- The type of transactions offered on such ATMs may differ from those offered on the bank's own network. The bank will only support the minimum transaction set that will be offered at the ATMs belonging to other networks. The bank reserves the right to change the transaction set without any notice to the cardholder.

Merchant location Usage

- No cash deposit using RuPay Chip Debit-cum-ATM Card is currently allowed at Point of Sale or Merchant location.
- You may withdraw cash from selected merchants' outlet subject to RBI guidelines.
- The Card will normally be honoured by all electronic Merchant Establishments in India and abroad, which display the RuPay/ DFS logo.
- Card promotional material or RuPay/ DFS logo displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with the International Chip Debit-cum-ATM Card.
- The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which have an EDC terminal. Any usage of the Card other than electronic use will be considered as unauthorised and the cardholder will be solely responsible for such transactions. Electronic usage is construed as the charge slip/transaction slip/sales slip printed electronically from the EDC terminal.
- The Card will be honoured only when it carries the signature of the Cardholder and correct PIN has been provided.
- Transactions are deemed authorised and completed once the EDC terminal generates a Sales Slip. The amount of the transaction is debited

immediately from the primary account linked to the Card. The Cardholder should ensure that the Card is used only once at the Merchant location for every purchase. The Sales Slip will be printed each time the Card is used and the Cardholder should ensure that there is no multiple usage of the Card at the Merchant location at the time of the purchase.

- The Bank will not accept responsibility for any dealings; the Cardholder may have with the merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any RuPay/ DFS Electronic Merchant Establishments, the matter should be resolved by the cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the bank. However, the Cardholder should notify the Bank immediately.
- The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Cardholder's account with the transaction amount.
- The Cardholder must sign and retain the Sales Slip whenever the Card is used at a Merchant Establishment. The Bank at an additional charge may furnish copies of the Sales Slip. Any Sales Slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will then be the cardholder's liability.
- 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 in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card, except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.
- In case a Merchant wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a copy of the cancelled receipt must be retained in his possession. All Refunds and Adjustments due to any Merchant/device error or communication link must be processed manually and the account will be credited after due verification and in accordance with RuPay/ DFS rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured based only on the Available Balance in the account(s) without considering this Refund. The Cardholder also indemnifies the Bank from such acts of dishonouring the payment instructions.
- The Card 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.
- The Card should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as unauthorised and the Cardholder will be solely responsible.
- The card should not be used for the payment of subscription to foreign magazines/periodicals and any such usage will be considered as unauthorised and the Cardholder will be solely responsible.
- The Card should not be used for any purpose which is not allowed under FEMA as amended from time to time, Exchange Control Manual or any rules, regulation, notifications issued thereunder.
- The Cardholder must not at any point, hand over his Card to any other person for usage on his behalf. The Cardholder must ensure that he is physically present at the Merchant Establishment at the time of the transaction in India.

Card Usage and Multiple Account Linkage

- The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank will decide the number of accounts, which will have the Card facility on them.
- In case of Cards linked to multiple accounts, transactions at RuPay ATMs or shared network ATMs and RuPay Merchant Establishments will be affected on the primary account linked to the card. In case there are no funds in this account, the Bank will not honour the transactions even if there are funds available in the other accounts linked to the same Card.
- The Bank will debit the accounts linked to the card for the value of all purchases of goods and services, cash, fees, charges and payments effected by the use of the card. All transactions will be reflected in the Statement of Accounts linked to the Card. Such Statements shall be mailed to the Cardholder every quarter to the mailing address last notified in writing to the bank.
- The Cardholder agrees that the bank's record of transactions pertaining to his account(s) is conclusive and authentic which will be binding on him.
- Use of the Platinum Chip Debit-cum-ATM Card at any ATM/EDC/POS/Touch Access Banking Terminal/CASST/Depository/ other devices may entail a service charge and/or transaction fee and/or processing and/or conversion fee being levied on the account(s).
- The Cardholder's account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the RuPay Platinum Chip Debit-cum-ATM Card, whether or not prior notice of such charges is given to the Cardholder.
- The Cardholder is advised to retain a record of transactions generated by the ATM/EDC terminal at Merchant Establishments with him.
- The Cardholder agrees that he will be allowed to withdraw/purchase only a certain amount of cash everyday irrespective of the credit balance in the account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of the card facility.
- The Cardholder agrees not to attempt to withdraw/purchase using the Card unless sufficient funds are available in his account. The onus of ensuring adequate account balances is entirely on him. Accounts that violate this condition will be classified as overdrawn accounts and he will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge would be levied in addition to the interest to be charged on the debit balance in the account. This charge will be determined by the Bank and will be announced from time to time.
- In the event of an account being overdrawn due to Card transactions, the Bank reserves the right to set off this amount against any credit lying in any of the cardholder's other accounts held jointly or singly without giving any notice.
- Nothing in these terms and conditions shall affect the Bank's right to set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and the Cardholder.

Charges and Fees:

- Annual Charges are applicable. These Charges are subject to change from time to time. The Annual Fee will be debited to the cardholders account on issuance of the Debit-cum-ATM Card.
- The Bank reserves the right at any time to charge the Cardholder for the issue, re-issue of the Card and/or any fees/charges for the transactions carried out by you on the Card. Details of applicable fees and charges can be obtained from the Bank and are subject to change from time to time.
- Any such fees and charges will be deducted automatically from your Card account at the time the fee or charge is incurred. In addition, some other ATM owners or operators of shared networks may impose an additional charge for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from the cardholder's account.
- Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the cardholder's responsibility and if imposed upon him (either directly or indirectly), the Bank shall debit such charges, duty or tax against the cardholder's account(s) held with the Bank.
- The cardholder authorises the Bank to deduct from his account, and indemnifies the bank against, any expenses that the bank may incur in collecting money the cardholder owes the Bank in connection with his Card (including without limitation reasonable attorney's fees to the extent permitted by law).

Addition to and Withdrawal of facilities

- The Bank may, at its discretion, make available to the cardholder more ATMs, EDC-POS, and/or other devices through shared networks for his convenience and use. All fees, charges related to transactions done by the cardholder at these devices, as determined by the bank from time to time will be recovered by a debit to the cardholder's account(s). The cardholder understands and agrees that such networks may provide different functionality, service offerings and different charges for different services and/or locations.
- The Bank, shall, in its sole discretion, at any time, without notice to the cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at an ATM/other devices within/outside India and shall not be liable to the cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination. No institution other than IDBI Bank Ltd., shall have any liability or responsibility to the cardholder with respect to the use of the Card to conduct transactions on his account(s).

- Maintenance: While advance notice of maintenance work likely to affect the availability of services, shall be given, the Bank reserves the right to suspend, without any notice, access to ATM/other similar device or the provision of all or any of the services, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.

International Transactions

The exchange rate used as relevant cross currency mark up for all foreign currency transactions will be decided by NPCI & IDBI Bank and will be binding on the cardholder.

Residents

- As per RBI guidelines the cardholder need not submit documentary evidence like invoice/bills for the use of the card for the permitted purposes as per the exchange control regulations, if the remittance involved is less than the permissible limit or its equivalent and prima facie meets the Exchange Control Regulations.
- As per RBI guidelines, in case the amount on account of use of the card during visits abroad exceeds the cardholder's foreign exchange entitlements, the cardholder should provide documentary evidence for the usage of foreign exchange utilized. The Bank is authorized to report the matter to the regional office of the Exchange Control Department giving full details.
- As per Exchange Regulations, for every foreign currency transaction the cardholder should submit a duly completed A2 form and should get his passport endorsed for the foreign currency utilized.
- In case the cardholder is not contactable or not able to submit the same within the reporting time as specified by RBI, the cardholder authorizes and indemnifies the Bank to fill in and submit the request for the purchase of foreign exchange (A2) form on behalf of the cardholder.

Non Residents

The cardholder authorizes and indemnifies the bank to fill in and submit the request for purchase of foreign exchange (A2 form) on behalf of the customer.

Printed Transaction Records, Balance information Statement, Errors, Complaints

- When the cardholder completes a transaction through an ATM, he can opt to receive a printed transaction record. The cardholder will ensure that he has checked his transaction records. The cardholder can also get information regarding his available funds, wherever the facility is offered, including a written statement by calling the Bank.
- The cardholder will inform the Bank in writing within 15 days, if any irregularities or discrepancies exist in the transactions/particulars of the account on any statement that the bank sends the cardholder. If the bank does not receive any information to the contrary within 15 days, the Bank may assume that the statement and the transactions are correct.
- To protect the cardholder's interests, the Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the International Chip Debit-cum-ATM Card facilities.
- All records maintained by the Bank, in electronic or documentary form, of the instructions of the cardholder and such other details (including, but not limited to payments made or received) pursuant to this agreement, and all camera/video recordings made as mentioned above, shall as against the cardholder, will be deemed to be conclusive evidence of such instructions and such other details.
- The ATM machine may capture the International Chip Debit-cum-ATM Card, if responses sought from the Cardholder by the machine are not provided by the Cardholder within a specific time. In such event, the Card may be returned to the Cardholder at the sole discretion of the Bank.
- The Bank will not be responsible for any cash loss after a cash withdrawal transaction is completed by the Cardholder at an ATM machine. A cash withdrawal will be treated as completed if the Bank's records indicate that the money has been dispensed by the machine.
- The Bank will not be responsible for any loss due to theft, burglary etc. once the cash has been dispensed by the ATM machine.
- The Bank reserves the right to participate at any time in any network sharing arrangement which will enable the cards issued by the Bank to be accepted on the electronic device of other institutions participating in such shared networks. The Bank, will however, not be responsible for any loss arising out of any transaction conducted at the ATM machine of another bank.

Disclosure of information

- The Bank reserves the right to disclose, in strict confidence to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any Electronic Funds Transfer Network.
- The use of the Debit-cum-ATM Card at ATM/CASST/Touch Access Banking Terminal/EDC- POS/other devices shall constitute the cardholder's express consent:
- To the collection, storage, communication and processing of identifying and account balance information by any means necessary for the bank to maintain appropriate transaction and account records.
- To the release and transmission to participants and processors in the IDBI Bank Ltd. ATM network/other networks of details of the cardholder's account and transaction information and other data necessary to enable the Card to be used at an ATM/other device.
- To the retention of such information and data by the said participants and processors in the IDBI Bank Ltd./other networks.
- To the compliance by the said participants and processors in the IDBI Bank Ltd. ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject.
- To the disclosure of information to third parties about the cardholder's IDBI Bank Ltd. account(s) or the transactions done through the use of the Card where it so necessary for completing transactions; and/or when necessary to comply with law or government agency or court orders or legal proceedings; and/or when necessary to resolve errors or question the cardholder has raised; and/or in order to satisfy the bank's internal data processing requirements.
- The Cardholder hereby expressly authorises the Bank to disclose at any time and for any purpose, any information whatsoever relating to his personal particulars, accounts, transactions, or dealings with the Bank, to the head office or any other branches, subsidiaries, or associated or affiliated corporations of the Bank wherever located, any government or regulatory agencies or authorities in India or elsewhere, any agents or contractors which have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.
- The Cardholder agrees to provide the Bank information that the bank requires from the cardholder by law or regulation, or any other appropriate information that the bank may reasonably request from time to time.
- The obligations with respect to the accounts hereunder are payable solely at the Bank at the branch at which the account or deposit was opened and are subject to the local laws (including, without limitation, any governmental acts, orders, decrees and regulations, including fiscal and exchange control regulations). The Bank shall not be liable for non-availability of the funds credited to the accounts due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible thereof.

Cardholder disputes with Merchants

- A sales slip with the signature of the cardholder together with the card number noted thereon shall be conclusive evidence as between the Bank and the cardholder as to the extent of liability incurred by the cardholder.
- The Bank is not in any manner responsible for the quality, value warranty, delay of delivery, non-delivery, non-receipt of any goods or services received by the Cardholder.
- It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding the goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, the cardholder shall report to the Bank about the dispute with the Merchant, detailing the name of locations, date and time of the transaction and other details that will assist the Bank in its investigations.
- The Bank shall make bonafide and reasonable efforts to resolve an aggrieved cardholder's disagreement with the applicable charge indicated in the statement within two months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the cardholder along with details including a copy of the Sales Slip or payment requisition.
- The Bank accepts no responsibility for refusal by any establishment to honour the card.

- The Bank has arrived at an arrangement with some Merchants, for granting discounts to the Cardholder in respect of goods purchased/services obtained. However the Bank shall not be responsible or accountable for any dispute the Cardholder may have with such Merchants.

Exclusion from Liability

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the applicant in respect of any loss or damage arising directly or indirectly out of:

- Any defect in goods or services supplied
- The refusal of any person to honour or accept the Card
- The malfunction of any electronic terminal
- Effecting transaction instruction other than by a Cardholder
- Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction.
- Handing over of the Card by the Cardholder to anybody other than the authorised employees of the Bank
- The exercise by the bank of its right to demand and procure the surrender of the card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal.
- The exercise by the Bank of its right to terminate any Card.
- Any injury to the Credit character and reputation of the applicant alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card
- Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank.
- Decline of transaction due to any reason at a Merchant location/ATM
- The Bank accepts no responsibility and will not be liable for any loss or damage for any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by the Bank on third party products or interdependencies including but not limited to, electricity or telecommunications. The Bank accepts no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.
- If an ATM or similar device malfunctions, resulting in loss to the Cardholder of some or all of the amount of a transaction, and such a loss is confirmed by the Bank through a verification of the Bank's records, the Bank will correct that loss by making any adjustments to your nominated account(s) including any adjustments for service charges, if any.
- The Bank shall not be responsible for any loss or damage caused to the cardholder by reason of any failure to comply with the cardholder's instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.
- By applying for and availing the Debit-cum-ATM Card Facility, the Account Holder grants express authority to the Bank for carrying out the transactions performed by Debit-cum-ATM Card Holder. The Bank shall have no obligation to verify the authenticity of a transaction made other than by means of the PIN.
- The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Account Holder, Debit-cum-ATM Card Holder or any other person.

Ability to refuse payment

- Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice which the Bank in good faith believes calls into question the cardholder's ability, or the ability of someone purporting to be authorized by the cardholder, to transact on the cardholder's Card, the bank may, at its discretion and without liability to the cardholder or such other person, decline to allow the cardholder to obtain or withdraw any portion of his funds, or the bank may pay such funds over to an appropriate authority and take any other steps required by applicable law.
- The bank reserves the right to deduct from the cardholder's account(s) a reasonable service charge and any expenses the bank incurs, including without limitation reasonable legal fees, due to legal action involving the cardholder's Card.

Insurance Benefits

- Out of total ₹5 Lakhs Personal Accident cover, ₹2 Lakhs cover will be provided by NPCI.
- The Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and the insurance company will be solely liable, and shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the Insurance company.
- The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing. On the Card/Account being cancelled or withdrawn temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cease of card/account. The bank may at any time (at its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the bank to continue this benefit.
- For insurance claims to be accepted and processed, there should be a minimum of 2 purchase transaction using the Debit Card in last 3 months prior to the event date.

Termination of Card and/or Nominated Accounts

- In the event the Cardholder decides to terminate the use of the Card, the Cardholder shall give the Bank not less than 7 days prior notice in writing and forthwith return Debit-cum-ATM Card to the Bank and obtain a valid receipt thereof. Such termination shall also be deemed a termination of all facilities accorded by the Bank to a Cardholder. In the event charges are incurred on the Card after the cardholder claims to have destroyed the card, the cardholder shall be entirely liable for the charges incurred on the card whether or not the same are the result of misuse and whether or not the bank has been intimated of the destruction of the card.
- For closure of the nominated account(s), the Cardholder will give at least 7 days notice in writing and return the Debit-cum-ATM Card to the Bank.
- The Bank shall be entitled to discontinue this facility at any time by cancelling the card with or without assigning any reason whatsoever and by giving 7 days notice and shall be deemed to have been received by the Cardholder within 7 days of posting to the Cardholders address in India, last notified in writing to the Bank.
- The Bank has the Cardholder's express authority to debit the nominated accounts online or in the event of an offline situation within such time based on internal / scheme regulations that the Bank is a member of, for all withdrawals/transfers effected by the use of Debit-cum- ATM Card/PIN as per the Bank's records, which will be conclusive and binding.

Indemnity

- Debit-cum-ATM Card Holder shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party in relation to the use of the Debit-cum-ATM Card Facility by the Account Holder or Debit cum- ATM Card Holder any of their agents, employees and associates.
- The Cardholder agrees to indemnify the Bank for all liabilities, losses, damages and expenses, which the Bank may sustain or incur either directly or indirectly as a result of:
 - Negligence/mistake or misconduct of the Cardholder.
 - Breach or non-compliance of the rules/terms and conditions relating to the Card and the account.
 - Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents.
- ATMs/EDC and similar electronic terminals are machines and errors could occur while in operation. The Cardholder agrees to indemnify the

Bank for any such machine/mechanical errors/failures.

- The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with The Exchange Control Regulations of the RBI.
- The Cardholder shall indemnify the bank fully against any loss on account of misplacement by the courier/ loss in transit of the Debit-cum-ATM Card/PIN Mailer
- The Bank will not be liable for any failure to provide the facility or to comply with the terms and conditions for any cause that is beyond the bank's control. In consideration of the Bank providing the cardholder with the facility of the Card, the cardholder agrees to indemnify and hereby keep the bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the cardholder the said facility of the Card or by reason of the bank acting in good faith taking or refusing to take or omitting to take action on the cardholder's instructions.
- The Cardholder hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the card, in the event that it is lost and not reported to the Bank or lost and misused before the Bank is informed.

Non-transferability

The Debit-cum-ATM Card Facility or any obligations arising out of its use shall not be transferable by the Account Holder or the Debit-cum-ATM Card Holder to any others.

Terms and Conditions and any changes

- The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by either signing the card application form, acknowledging the receipt of the card in writing, by signing the reverse of the card, by activating the card or performing a transaction with the card.
- The Bank reserves the right to revise policies, features and benefits offered on the card and alter these Terms and Conditions from time to time and may notify the cardholder of any such alterations in any manner it thinks appropriate. The Cardholder will be bound by such alterations unless the Card is returned to the bank for cancellation before the date upon which any alteration is to have effect.
- These Terms form a contract between the cardholder and the Bank. By accessing the service, the cardholder accepts these terms and conditions. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the cardholder.
- The Bank could make changes including (but not limited to) the purposes/reasons listed below:
- Impose or increase charges relating solely to the use of the Debit-cum-ATM Card and PIN, or the use of an additional or replacement card.
- Increase the cardholder's liability for losses relating to transactions with his Card.
- Adjust the periodic transaction limits applying to the use of the Card.
- The Bank may also make a change without notice if the change is necessary to maintain or restore the security of the electronic system or equipment used for the Card transactions. The Cardholder would be notified within 30 days if such a change is made, unless disclosure would jeopardise the security of the electronic system or equipment.
- Notification of these and any other changes may be given by the Bank by delivering it to the Cardholder personally or by posting it to his latest address recorded with us. The Cardholder must notify the Bank of any change to his address promptly. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered.
- The Bank may also give the cardholder notice of variation of these terms and conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/branch or by a press advertisement or by a message in the account statement.
- These Terms and Conditions shall a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and b) apply in addition to the Bank's General Terms and Conditions for Deposit Account and any other of the Bank's Terms and Conditions otherwise applicable. However in case of conflict, these Terms and Conditions for Debit-cum-ATM Card Facility shall prevail as regards transactions under the Debit-cum-ATM Card Facility.

Governing Law

These terms and conditions and/or the operations in the account(s) of the customer maintained by the bank and/or the use of the services provided through the Debit-cum-ATM Card shall be governed by the laws of the Republic of India and no other nation. The cardholder and the bank agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions.

The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Debit-cum-ATM Card can be accessed by a customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the Debit-cum-ATM Card account(s) of the customer and/or the use of the Debit-cum-ATM Card.

Other Terms & Conditions for Platinum Debit Card.

In addition to the above terms and conditions the following additional T&C for Platinum Debit-cum-ATM Card apply.

- There will be no fuel surcharge if the value of fuel purchased is between ₹400/- & ₹5000/- . Subject to maximum ₹500 per Card, per Month.
- Insurance claim will be settled at the sole discretion of the Insurance company and IDBI Bank Ltd. does not play any role whatsoever in settling the claims.
- A customer cannot hold a Classic Debit-cum-ATM Card as well as the Gold Debit-cum-ATM Card. In case a customer upgrade his account and applies for a gold Debit-cum-ATM Card, his/her Classic Debit-cum-ATM Card will be cancelled.

Terms and Conditions for IDBI Bank's secure Debit Card Online payment service
Terms and Conditions for RuPay PaySecure® platform

RuPay PaySecure authentication service is powered by National Payments Corporation of India (NPCI). All web based transactions on cards enabled for this service are guided by the Terms and Conditions ("T&Cs") mentioned herein. Please read these T&Cs carefully before using your electronic payment card on the RuPay PaySecure solution for online transactions.

Definitions

"Card(s)" shall mean RuPay Debit/Prepaid or Credit cards as issued by the Issuing Bank.

"Cardholder" shall mean the owner authorized to perform transaction on the card issued by an Issuing bank

The words **"we"**, **"us"** and **"our"** refer to NPCI / RuPay PaySecure solution as the case may be.

"Registration information/ data" shall mean the information shared by the cardholder during the registration transaction viz. Image, Personalized phrase and PIN.

"Bank" shall mean the customer's bank which has issued RuPay Debit/Prepaid or Credit Card.

About RuPay PaySecure:

RuPay PaySecure provides you an additional level of security for all online transactions done using your RuPay cards. Registering your card for RuPay PaySecure involves providing information to NPCI, which is then used to confirm your identity during future online transactions which use RuPay PaySecure. The platform uses a combination of image & phrase selection and PIN entry to secure your online experience using the card. Your registration information (image, phrase), and other personal information is not shared with the merchant or Bank.

1. ACCEPTANCE OF TERMS

- a. Usage of RuPay PaySecure is subject to the T&Cs governing the card transactions as well as Terms and Conditions applicable to the Bank Account. Use of PaySecure abides you to the terms of the solution. In addition, when using RuPay PaySecure, you will be subject to all guidelines or rules applicable to RuPay cards and PaySecure that may be posted from time to time at IDBI Bank's and/or NPCI's web site.
- b. Selection of Image, phrase & PIN entry using RuPay PaySecure, will confirm acceptance of RuPay PaySecure T&Cs and the revised versions, enhancements, modifications of the same.
- c. The cardholder is entirely responsible for ensuring secure usage/storage of the PaySecure registration information (image, personalized phrase and PIN). Cardholder is liable for misuse/ unwarranted disclosure of sensitive information such as the registration data. IDBI Bank & NPCI shall not be responsible for interception/ misuse of PIN/image/phrase using RuPay PaySecure service. IDBI Bank & NPCI is not liable if the registration information is misused due to any reason whatsoever and or if the terms and conditions relating to use of this information are not complied with.

2. CUSTOMER OBLIGATIONS

Customer to provide complete, correct, honest and current information as required by RuPay PaySecure in the registration page. If you provide any personal Data that is untrue, inaccurate, not current or incomplete, or if there are reasonable grounds to suspect that the information provided by you is untrue, inaccurate, not current or incomplete, IDBI Bank & NPCI reserves the right to suspend, terminate, or refuse your current or future use of RuPay PaySecure service.

3. REGISTRATION

- a. The cardholder is required to register his/her card to be able to use RuPay PaySecure. Card holder must provide the requested information, to the Bank/NPCI to validate their identity and have authorization for the usage of the Card(s) for transactions on RuPay PaySecure.
- b. IDBI Bank & RuPay PaySecure reserves the right to disallow the customer from registration/usage of the service in case the information provided by the customer is incorrect/false. The cardholder assures that every information entered in the PaySecure system is true and that they are legally entitled to use the cards that they register on the RuPay PaySecure system.
- c. RuPay PaySecure unregistered cards will be disallowed from being used at any online Merchant entities.
- d. For all queries related to RuPay PaySecure, refer to the "Learn More" section or call IDBI Bank's Customer Care numbers.

IDBI Bank & NPCI may enhance the security features etc. of the RuPay PaySecure solution from time to time. The T&Cs may be modified for revised features in the future. Acceptance of these T&Cs will abide the cardholder for any future versions of the RuPay PaySecure T&Cs.

4. AUTHENTICATION

- a. During registration in RuPay PaySecure service, you will be authenticated via OTP (One Time Password). Along with that, you would be required to select an image & enter a phrase when engaging in an online transaction or registration/other transaction for which RuPay PaySecure is used. You may be asked to select the image and approve the phrase that you had selected during your registration process before the merchant accepts your Card in payment for the transaction. If you are unable to select the correct image or if the authentication through RuPay PaySecure otherwise fails, the merchant may not accept your RuPay Card for payment in that transaction. b. You are successfully registered for RuPay PaySecure service only after you successfully complete the entire online transaction for the first time.
- c. By registering for RuPay PaySecure, you agree to the use of RuPay PaySecure to evidence your identity, including the authorization of transactions authorized in advance to recur at substantially regular intervals.

Certain merchant establishments/ IDBI Bank at a later date may ask for any additional authentication in addition to what has been requested for. Cardholder will be required to provide the same accordingly.

5. CONFIDENTIALITY AND SECURITY OF REGISTRATION INFORMATION

Cardholder is liable entirely for maintaining the confidentiality of the registration information viz. image, phrase, PIN and other verification information used on the RuPay PaySecure solution. All activities that occur using the Registration information or other verification information supplied to or established by Cardholder with respect to PaySecure will be the sole responsibility of the cardholder. Cardholder is responsible not to share information which enables access/ usage of RuPay PaySecure to any third party. Customer should immediately notify the bank of any unauthorized use of their RuPay PaySecure verification information, or any other breach of security. The cardholder agrees that IDBI Bank & NPCI will not be liable for any loss or damage arising from failure of Cardholder to comply with these T&Cs.]

6. CONFIDENTIALITY OF CUSTOMER INFORMATION

- a. Cardholder Registration information will not be shared with any online merchant establishments for which RuPay PaySecure is used.
- b. Cardholder agrees to permit IDBI Bank/NPCI to store the Registration information in their databases and are permitted to disclose it if required to do so by Applicable Law, in good faith believing that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce these T&Cs.

7. CARDHOLDER RESPONSIBILITIES

As a RuPay PaySecure user, the cardholder acknowledges and agrees to the following:

The cardholder will -

- Ensure confidentiality of PIN and not reveal it to any third party.
- Keep the image & phrase confidential and not share with any third party
- Keep the OTP required during registration process, totally confidential and not reveal it to any third party
- Ensure the phrase entered during registration must not be related to any readily accessible personal data such as name, address, telephone number, driver license, etc.
- Ensure the Image, Phrase & PIN should not be written or stored physically or in soft form. The same should be memorized
- Take necessary precautions to ensure that the computer device or other device accessing RuPay PaySecure during transactions is guarded from all unauthorized access.
- The cardholder will NEVER-
- Access RuPay PaySecure with false/fake id or attempt impersonation of any kind;
- Hamper the functioning of the RuPay PaySecure module in any manner of hardware or software malfunction by use of software viruses or any other programs or applications;
- Intentionally overload the RuPay PaySecure platform to hamper the service;
- Infringe upon the Intellectual Property rights of the PaySecure solution by attempting to re-create or re-engineer the solution or any part of it or the softwares used in connection with RuPay PaySecure;
- Remove any copyright, trademark, or other proprietary rights notices contained in RuPay PaySecure;
- Re-create or use any part of the RuPay PaySecure service without NPCI's prior written authorization;
- Attempt to data mine, unlawfully obtain information specific to the RuPay PaySecure solution using any application, or other manual or automatic device or in any way and re-engineer or duplicate the user experience similar to PaySecure service;
- Interfere with the functioning of PaySecure or its associated hardware/ software by any means; or
- Fail adherence to any applicable governing law, regulation, guidelines or any Terms and Conditions advised by IDBI Bank/NPCI in connection with use of RuPay PaySecure.

8. RULES OF LIABILITY

- a. IDBI Bank & NPCI has no liability for cardholder's internet access device or password obtaining device (such as computer or mobile phones etc.) or proper functioning of its hardware or software before, during or after the use of RuPay PaySecure.
- b. IDBI Bank & NPCI will in its best efforts make the web service secure from all aspects possible. However, IDBI Bank & NPCI will not take liability for any viruses or unlawful downloads that the cardholder's system may be exposed to while he accesses the internet for using RuPay PaySecure.
- c. IDBI Bank & NPCI does not take liability of failed transactions which are incomplete due to any reason

9. MERCHANTS

The RuPay PaySecure solution merely offers card holders an additional level of security for their card transactions on their online merchants. RuPay PaySecure by no means intends to endorse any Merchant over others. Additionally, IDBI Bank & NPCI does not guarantee the cardholder experience with the merchant in terms of delivery of product, quality etc. IDBI Bank & NPCI does not validate the Merchant's services or offering. Cardholder's interaction with the merchant is independent of governance of RuPay PaySecure rules. Merchant's terms of business with the cardholder with regards to service/ product quality, delivery, payment, guarantees / warranties, promotions, discounts etc. is an understanding between the cardholder and merchant alone even if the customer used RuPay PaySecure for authorizing the transaction. In no event will IDBI Bank & NPCI be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

10. INTERNET FRAUDS:

The Internet per se is susceptible to a number of frauds, misuses, hacking and other actions which could affect use of RuPay PaySecure. Whilst IDBI Bank and/or NPCI shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect the use of the RuPay PaySecure. You shall separately evaluate all risks arising out of the same.

11. OPERATIONAL ISSUES:

Every effort is made to keep the website up and running smoothly. However, IDBI Bank & NPCI takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to operational issues beyond control of IDBI Bank & NPCI.

12. INDEMNITY:

IDBI Bank & NPCI should be indemnified against all losses and damages that may be caused as a consequence of breach of any of the RuPay PaySecure T&Cs.

13. DISCONTINUATION OF RUPAY PAYSECURE:

IDBI Bank & NPCI reserves the right to discontinue the above service at any time whatsoever.

14. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through RuPay PaySecure, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in our Card member Agreement with you, we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of RuPay Paysecure does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in RuPay Paysecure. For example, RuPay Paysecure does not verify the identity of the merchant or the quality of the merchant's goods or services.

15. DISCLAIMER OF WARRANTIES

You expressly understand and agree that any software obtained through the use of RuPay Paysecure is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through RuPay Paysecure. Except as otherwise required by any applicable state law, we make no representations or warranties about RuPay Paysecure of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose.

16. NOTICE

Notices to you regarding the RuPay Paysecure Terms of Service may be made either via email or regular mail to the address that you have provided to us in connection with any of your accounts with us, or your Debit Card issued or otherwise provided by us.

17. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use RuPay Paysecure and to create binding legal obligations for any liability you may incur as a result of the use of RuPay Paysecure. Except as otherwise provided by Applicable Law or in our Card member Agreement with you, you understand that you are financially responsible for all uses of RuPay Paysecure by you and those authorized by you to use your Registration Data, your password or other verification information. RuPay Paysecure stores your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which RuPay Paysecure is used. You acknowledge and agree that RuPay Paysecure may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a)(ix), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.



IDBI Bank Limited, Regd. Office: IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005.
Toll Free Numbers: 1800-200-1947/ 1800-22-1070, **Non-Toll Free Number:** 022-66937000.
Website: www.idbi.com **CIN:** L65190MH2004GOI148838