TERMS AND CONDITIONS

These terms and conditions (hereinafter referred to as the "Terms and Conditions") apply to and regulate, inter alia,

(a) the issuance of Digital Rupee (e₹) (defined hereinafter) to the Customer (defined hereinafter) on the App (defined hereinafter);
(b) holding and maintaining the Digital Rupee (e₹) on the App;
(c) effecting transactions using Digital Rupee (e₹); and
(d) withdrawal of the Digital Rupee (e₹) into the bank account of the Customer. These Terms and Conditions shall be in addition to and not in derogation to any other terms as stipulated by the Bank (defined hereinafter), from time to time.

1. DEFINITIONS
1.1 In these Terms and Conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

"Account" shall mean the bank account of the Customer maintained with the Bank.

"App" shall mean the mobile application provided by the Bank (whether by itself or through its service provider) to facilitate the Customers to create a digital wallet to hold and transact with Digital Rupee (e₹) and which can be downloaded from Google Playstore, Apple App Store or such other modes as the Bank may decide from time to time.

"Applicable Law" shall mean any statute, regulation, notification, circular, order, ordinance, requirement, direction, guideline, announcement or other binding action or requirement of any Governmental Authority, having the force of law in India (or any part thereof).

"Authentication Credentials" shall mean the authentication factors and log in credentials which may be in the form of user id and password or one time password or other similar form factors generated at the time of registration of the Customer on the App.

"Bank" shall mean HDFC Bank Limited, a banking company licensed as such by the RBI and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400 013.

"Bank Product(s)" shall mean the App, the Wallet, the products, services and/or businesses of the Bank / of subsidiaries / affiliates, or where the Bank / its subsidiaries / affiliates distribute, refer or act as agent or act as a sponsor bank or a payment system provider bank, etc. in relation to any products or services (including where the initiation of any transaction is not directly with the Bank but is with a relevant Processing Entity like in case of a UPI transfer through a third party application provider where the account is not with the Bank but it is a payment system provider bank), whether the Bank is in direct relationship or indirect relationship through any other intermediary / entity, vis-à-vis the Customer, as also if the Customer is an authorised signatory or authorised person or representative of a non-individual applicant / customer / user of any services, whether direct or indirect. The Bank Products, which have been applied / requested by or availed by, me/us (including where the initiation of any transaction is not directly with the Bank but is with a relevant Processing Entity like in case of a UPI transfer through a third party application provider where my/our account is not with the Bank but the Bank is a payment system provider bank), shall be referred to as "Requested Products".

“Bank Registered Contact” shall mean the mobile number and/or email id of the Customer registered with the Bank.

“Customer” shall mean the customer of the Bank who has requested the Bank for provision of the App and the issuance of Digital Rupee (e₹) on the App and to whom the Bank has agreed to provide access to the App and Digital Rupee (e₹) in the manner contemplated in these Terms and Conditions.

“Data” shall mean all personal data, sensitive personal data or information, transactional data, Derivative Data, any other information, etc. in relation to the Customer, including the following (including in relation to past Bank Products):

(a) know your customer (KYC) / anti money laundering (AML) data;
(b) information submitted while making any application or request to the Bank for any Bank Product;
(c) any transactional data generated during the relationship or as a result of any transaction, statements, entries, logs, in relation thereto;
(d) any information obtained / received by the Bank from any other source;
(e) any Derivative Data.

“Derivative Data” shall mean any credit scores, credit information, behavioural projections, profiling, analytical results, reports (prepared by the Bank internally or other persons) including through any algorithms, analytics, software, automations, profiling, etc. and whether such derivative is from the information collected from the Customer or in combination with any other information sourced from any other person, database or source whether by the Bank or other persons. The process of arriving at and generation of such Derivative Data involving or through any of the above sub-processes / methods, shall be referred to as “Derivation”.

“Device” shall mean the mobile phone / device / handset of the Customer used by the Customer for accessing the Appm / Wallet of the Customer.

“Digital Rupee(s) (e₹)” shall mean Central Bank Digital Currency – Retail (“CBDC-R”) viz. token based legal tender issued by the RBI in digital form which will serve as a medium of payment either in offline or online mode and safe store of value and which has been made operational on a ‘Pilot Project’ basis by the RBI pursuant to the Digital Rupee Circular.

“Digital Rupee Circular” shall collectively mean any circulars, notifications, guidelines, directions, regulations or any other regulatory prescriptions of the RBI, Payment System Operator or such other payment system operator / provider as may be authorised in this regard, in relation to the payments or transactions or settlements by or through Digital Rupees (e₹), including the RBI’s press release on Operationalization of Central Bank Digital Currency – Retail (e₹-R) Pilot dated November 29, 2022 and the RBI press release on Issuance of Concept Note on Central Bank Digital Currency dated October 7, 2022, as may be amended, replaced and restated from time to time.

“Digital Rupee (e₹) Wallet” or “Wallet” shall mean the digital wallet of the Customer enabled on the App and which digital wallet holds the Digital Rupee (e₹) loaded thereon or received by the Customer by way of a transfer from another person holding Digital Rupee (e₹).

“Governmental Authority(ies)” shall mean any nation or government of any province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a government, including any government authority (including, without limitation, RBI / NPCI), agency, department, board,

commission or instrumentality of India, any court, tribunal or arbitrator; and any self-regulatory organisation.

“Merchant” shall have the meaning assigned to such terms in Clause 5.2 hereof.

“NPCI” shall mean the National Payments Corporation of India.

“Offline Functionality” shall have the meaning assigned to such term in paragraph 1(a) of Schedule II hereto.

“Offline Transactions” shall mean the payment of the purchase price in respect of any Product to the Merchant through the use of Digital Rupee (e₹) available in the Offline Wallet in an offline mode, in accordance with the Digital Rupee Circular and through near field technology or such other mode as the Bank may permit from time to time.

“Offline Wallet” shall mean the sub-wallet to the Wallet of the Customer enabled on the App which shall hold the Digital Rupee (e₹) which are earmarked in the Wallet to be used in offline mode in accordance with the Digital Rupee Circular through near field technology or such other mode as the Bank may permit from time to time.

“Payment System Operator” shall mean NPCI or such other entity as may be designated by the RBI as the payment system operator in respect of Digital Rupees (e₹) transactions.

“Pilot Project” shall mean the limited release of the App and the Wallet as part of a purpose of proof of concept testing environment, within a restricted closed user group pursuant to the Digital Rupee Circular and subject to the requirements and parameters prescribed by the RBI and/or the Bank from time to time in this regard.

“Product(s)” shall mean the goods and/or services sold / provided by a Merchant (except those prohibited by the Bank in its banned list of products prescribed from time to time or prohibited under Applicable Law) for the purchase of which the Customer can make payments using Digital Rupee (e₹) by way of scanning the relevant QR code of the Merchant, utilising the ‘Tap and Pay’ feature on the Merchant’s payment collection device or through such other form and manner as may be approved by the Bank from time to time.

“Programmability Feature” shall mean the feature on the App to enable the Customer to make request to the Bank for the issuance of Programmable Digital Rupee (e₹) in terms of Schedule I hereto which may be made available by the Bank on the App upon receipt of the request from the Customer.

“Programmable Digital Rupee(s) (e₹)” shall mean any Digital Rupee (e₹) which are available for use only as per the Programmable Parameter applied on such Digital Rupee (e₹) in accordance with the terms and conditions set out in Schedule I hereto.

“Programmable Digital Rupee (e₹) Transferor” shall have the meaning assigned to such term in Paragraph 1.1(b) of Schedule I hereto.

“Programmable Digital Rupee (e₹) User(s)” shall have the meaning assigned to such term in Paragraph 1.1(a) of Schedule I hereto.

“Programmable Parameter(s)” shall mean such parameters, rules or restrictions that may be applied

to the use of Digital Rupee (e₹) as the Bank may stipulate from time to time, which as on the date hereof are parameters, rules or restrictions on:

(a) the purpose (i.e. the merchant category code) for which the Digital Rupee (e₹) can be used;
(b) the geography in which the Digital Rupee (e₹) may be used;
(c) the time period for which the Digital Rupee (e₹) may be used;
(d) the points of acceptance at which the Digital Rupee (e₹) may be used.

"RBI" shall mean the Reserve Bank of India.

"Security Breach" shall mean any unauthorized or wrong or wrongful use or mis-use, loss, misplacement, theft, any error or bug or virus leading to any of the same, phishing or hacking or other attack, remote access, any other breach of security, etc. (whether intentional or unintentional), of any of:

(i) the Bank Registered Contact;
(ii) Device;
(iii) Authentication Credentials.

"Special Purpose Wallet" shall mean the sub-wallet to the Wallet of the Customer enabled on the App which shall hold the Programmable Digital Rupee (e₹) received by the Customer for onwards use basis the relevant Programmable Parameters applicable on such Programmable Digital Rupee (e₹).

"Specified Purposes" shall collectively mean, credit assessment, risk assessment, risk analysis, obtaining credit information reports, scores, scrubs, fraud checks, fraud detections, fraud prevention, detecting and preventing crime including crime / terror funding, detecting malpractices or discrepant documents or information, prevention of misuse, assessment of credit worthiness, financial standing, due diligence, background check, physical and other inspections, verifications, obtaining any reports for any of the above, KYC / AML checks, customer service, monitoring, collections, default detection, default prevention, default investigation, recovery, any legal proceedings, actions, enquiries, investigations, pursuing any remedies, enforcing rights, reporting including credit reporting, KYC reporting, default reporting, filing, perfections etc. whether any of these are undertaken internally or through any credit information company, bureau, service provider, consultant, vendor, agent, fintech entity, co-brand entity / partner, distributor, selling / marketing agent, any partner, other player / intermediary in any ecosystem of which the Bank is a part, TPAP (for whom the Bank acts as PSP bank), collaborator, co-lender, co-originator, merchant, aggregator, lead generator, sourcing entity, client, customer or other person with whom the Bank has a tie-up or contract for any products or services, person or through a combination of multiple options. Each of such credit information company, bureau, service provider, consultant, vendor, agent, fintech entity, co-brand entity / partner, person, and their respective service providers, consultants, vendors, etc. is referred to as a "Processing Entity" and collectively as the "Processing Entities".

"Token" shall mean a digital fiat currency issued by and representing a claim on the RBI which would function as the digital equivalent of a banknote that could be transferred electronically from one holder to another in accordance with the Digital Rupee Circular.

"Transactions" shall mean any loading, unloading and/or transfer of the Digital Rupee (e₹) by or in favour of the Customer through the App.

1.2 Interpretation

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

(a) the singular includes the plural, and vice versa and words of any gender are deemed to include the other genders;
(b) the terms “hereof”, “herein”, “hereby”, “hereto” and derivatives or similar words refer to these Terms and Conditions;
(c) references to the words “include” or “including” shall be construed without limitation;
(d) reference to any paragraph or schedule shall mean a paragraph of, or a schedule to these Terms and Conditions;
(e) reference to any legislation, law, circular or regulation or to any provision thereof shall include references to any such legislation, law, circular or regulation, as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made, from time to time, under that provision;
(f) the term “person” includes an individual, a partnership firm, a limited liability partnership, a company (as defined in section 2(20) of the Companies Act, 2013), a body corporate (as defined in section 2(11) of the Companies Act, 2013), a co-operative society, a trust, an association of persons whether incorporated or not and any other entity;
(g) heading and bold typeface are used only for convenience and shall not affect the interpretation of these Terms and Conditions.

2. TRANSACTIONS USING DIGITAL RUPEE (e₹)

2.1 Subject to the Terms and Conditions hereof and the Applicable Law including, without limitation, the Digital Rupee Circular, the applicable RBI circulars, regulations and/or guidelines, from time to time, the Customer hereby agrees that the following shall be applicable to Digital Rupee (e₹):

(i) The Digital Rupee (e₹) will be issued in the form of Tokens which will be loaded on the Wallet.
(ii) The Digital Rupee (e₹) shall be exchangeable one-to-one at par with the fiat currency.
(iii) The Digital Rupee (e₹) will be of the denominations as available with the Bank or as per its discretion.
(iv) The Digital Rupee (e₹) shall be transferable electronically from one holder to another.
(v) The Digital Rupee (e₹) shall be bearer-instruments, therefore whosoever holds the Digital Rupee (e₹) at a given point in time would be presumed to own them.
(vi) The Digital Rupee (e₹) shall be issued in fixed denominations as prescribed by the RBI from time to time including, without limitation, the Digital Rupee Circular.
(vii) The Digital Rupee (e₹) shall be non-interest bearing.
(viii) Where any transaction requires any lower denominations then the Bank shall at its discretion replace a Digital Rupee (e₹) of a higher denomination with change consisting of lower denomination Digital Rupees (e₹).
(ix) The Digital Rupee (e₹) can be used only for retail usage.

2.2 The Customer agrees that the Bank may, at its sole discretion and subject to Applicable Law (including, without limitation, the Digital Rupee Circular), approve / reject any Transaction or payment request of the Customer at any time, without providing any reason for the same.

2.3 The Customer hereby authorises the Bank to share the details of the Transactions and records with RBI and/or the Payment System Operator. The Customer authorises the Bank to fetch its Account details for the purposes of creation of the Wallet and to link the Account to the Wallet and further authorises the Bank to debit / credit its Account(s) and/or the Wallet as per instructions

received from the Customer.

2.4 The Customer hereby agrees that the Wallet is only being made available to the Customer for a limited period of the Pilot Project and that the Bank shall decide the periodicity of the Wallet at its sole discretion and subject to Applicable Law (including, without limitation, the Digital Rupee Circular), and the Bank shall, at its sole discretion and subject to the Applicable Law (including, without limitation, the Digital Rupee Circular), suspend and/or discontinue the access of the Customer of the Wallet once the period of the Pilot Project expires or at any time prior to that, without a need for any permission from or notice to the Customer.

2.5 Subject to the restrictions as prescribed by the Bank, the Customer can send Digital Rupee (e₹) to other persons having a valid digital wallet for Digital Rupee (e₹) using such person's mobile number or using the QR Code of such person, as may be prescribed by the Bank or such other modes as the Bank may permit from time to time in accordance with the Digital Rupee Circular.

2.6 The Customer hereby agrees and confirms that the use of the Wallet shall be subject to the requirements under the Applicable Law (including, without limitation, the Digital Rupee Circular).

3. APP REGISTRATION

3.1 The Bank may, at its sole discretion, enable a Customer to sign up for the App subject to completing the authentication and registration process of the Bank and fulfilling the other requirements as prescribed by the Bank from time to time in this regard including 'know your customer' (KYC) requirements.

3.2 The Customer acknowledges that permitting the access and use of the App / Wallet shall be the sole prerogative of the Bank and nothing contained in these Terms and Conditions should be construed as obliging the Bank to permit the use of the App / Wallet to any person.

3.3 The Customer hereby agrees that the Bank may prescribe the Authentication Credentials for the access of the App at the time of registration of the Customer on the App and the Wallet. The Customer further agrees that unless explicitly required in terms of Applicable Law (including, without limitation, the Digital Rupee Circular), the Bank may, in its sole discretion, choose not to require an additional factor authentication for effecting any particular type of Transaction.

3.4 The Customer hereby understands that as a part of the registration process of the App, the Customer will be required to carry out device binding in the manner stipulated by the Bank through which the Customer's Device details will be verified and stored by the Bank.

3.5 The Customer hereby agrees that the Bank Registered Contact of the Customer may be used inter alia for the following purposes:

(i) registration of the Customer for the Wallet / App,
(ii) authentication of the identity of the Customer,
(iii) creating log in credentials for the access of the Wallet / App,
(iv) for facilitating acceptance of the Terms and Conditions including by way of a one-time password sent to the Bank Registered Contact, and
(v) sending communications to the Customer.

4. LOADING OF THE WALLET

4.1 The activation of the Wallet is subject to:

(a) the successful completion of the registration processes in terms of Clause 3 above;
(b) the provision by the Customer to the Bank (and/ or its business correspondents / sub-contractors) of such documents as the Bank may require to conduct its 'know your customer' ("KYC") checks as well as any other documents required by the Bank;
(c) the successful completion of the KYC checks in respect of the Customer by the Bank;

4.2 The Wallet shall be loadable / reloadable on the App from the Account of the Customer in accordance with the process and procedures stipulated by the Bank. The Customer agrees to comply with the necessary process and procedures stipulated by the Bank for loading / reloading Digital Rupee (e₹) onto the Wallet and all applicable requirements of Applicable Law (including, without limitation, the Digital Rupee Circulars).

4.3 The loading / reloading of the Wallet shall be permitted such that the value of Digital Rupees (e₹) available in the Wallet does not exceed the limits specified under Applicable Law (including, without limitation, the Digital Rupee Circulars) or by the Bank in accordance with its internal processes and procedures from time to time.

5. LIMITATIONS / RESTRICTIONS

5.1 The Customer hereby understands and agrees that the App and the Wallet are being made available to the Customer by the Bank as part of a limited offering and Pilot Project release of the App and the Wallet and the Customer hereby agrees that any access / use of the App and the Wallet including undertaking any Transactions thereon shall be governed by the Applicable Law (including, without limitation, the Digital Rupee Circular) and shall be subject to the parameters, requirements, limits and/or restrictions prescribed by the RBI and/or by the Bank, from time to time.

5.2 The Customer hereby agrees that the App, Wallet and any Transactions thereon for purchase of any products / services from any merchant shall be permitted only to those merchants who have appropriate arrangements with the relevant bank to receive Digital Rupees (e₹) or to collect payments in respect of transactions effected in their favour using UPI (each such merchant is hereinafter referred individually as a "Merchant" and collectively as the "Merchants").

5.3 The Customer hereby agrees that the Bank may, at its sole discretion and subject to the requirements and instructions from RBI, impose restrictions and/or limits on the denominations for loading the Wallet with Digital Rupee (e₹) and/or undertaking Transactions using Digital Rupee (e₹), prescribe the types of Transactions, Transaction limits, Transaction modes, Wallet loading and/or holding limits, withdrawal and redemption limits, Merchants / Merchant establishments at which the Transactions can be effected, minimum or maximum value of Transactions for which the Wallet can be used, the types of Devices, types of operating systems on the Devices and/or types of services, geography / locations in which the App and Wallet can be accessed and Transactions can be undertaken, etc. The Bank may also advise the availability / non-availability of any particular denomination of the Digital Rupee (e₹), service, Transaction, mode of loading the Wallet, Merchant, Merchant establishment, etc. from time to time.

5.4 The Customer shall not:

(a) use the App, Wallet and the Digital Rupee (e₹) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule order, treaty or other Applicable Law (including, without limitation, the Digital Rupee Circular);

(b) impersonate any person or entity or otherwise misrepresent the Customer's affiliation with a person or entity;
(c) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
(d) reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the App and Wallet; or
(e) interfere with or disrupt the App or servers or networks connected to the App.

5.5 The Customer further agrees not to:

(a) use any data mining, robots, or similar data gathering or extraction methods in connection with the App and Wallet; and
(b) attempt to gain unauthorized access to any portion of the App or Wallet or any other accounts, computer systems, or networks connected to the App and Wallet, whether through hacking, password mining, or any other means.

5.6 The Customer hereby agrees and confirms that the App and Wallet are provided to the Customer on an 'as is' and 'as available' basis and the entire risk as to the quality and performance of the App and Wallet are with the Customer.

6. PROGRAMMABLE DIGITAL RUPEE (e₹)

The Customer may, through the App or such other mode as the Bank may prescribe, request the Bank to provide, and the Bank may in its sole discretion activate the Programmability Feature in the App and in this regard the provisions contained in Schedule I hereto shall be applicable.

7. OFFLINE FUNCTIONALITY

The Customer may, through the App or such other mode as the Bank may prescribe, request the Bank to provide, and the Bank may in its sole discretion active the Offline Functionality and in this regard the provisions contained in Schedule II hereto shall be applicable.

8. CUSTOMER REPRESENTATIONS

8.1 By applying to the Bank and signing up for the App and the Wallet, the Customer hereby represents and undertakes to the Bank as under:

(a) The Customer is an individual;
(b) The Customer is a major;
(c) The Customer is of sound mind, solvent and competent to contract;
(d) The Customer is a resident of India;
(e) The Customer is present within the territory of India at the time of accessing the App; and
(f) The Customer is an existing customer of the Bank and holds a full KYC compliant Account and such Account is not frozen, non-operational or dormant.

8.2 By applying to the Bank and signing up for the App and the Wallet the Customer hereby represents and undertakes to the Bank that the Customer has read, understood and agrees to the privacy policy of the Bank available at www.hdfc.bank.in as and when updated, from time to time.

8.3 The Customer hereby agrees that by applying for the App and Wallet the Customer represents to the Bank that the Customer has understood the risks, limitations, restrictions and these Terms and Conditions applicable to the App and Wallet in the Pilot Project and the Customer has chosen to apply for the App and Wallet at its sole discretion and pursuant to the Customer's independent assessment and decision and that no person has made any warranty, guarantee in relation to the App or the Wallet to the Customer or induced the Customer to opt or apply for the same.

9. UNLOADING OF THE WALLET

9.1 The Customer would be able to request the Bank to unload the Digital Rupees (e₹) available in the Wallet through the App by withdrawal of the same to the Account of the Customer in accordance with the process stipulated by the Bank from time to time.

10. CUSTOMER CONSENT

10.1 The Customer agrees that he / she has voluntarily selected and consented to the Bank for using the Customer's KYC related data and basis the said consent, the Bank has approached the Customer for the Requested Product. The Customer hereby further authorizes the Bank to process, use, store, retain, share with Processing Entities or collect from any Processing Entities or other databases, sources, persons / entities, the Data or any part thereof, for any of the Specified Purposes:

(a) in connection with assessment or processing of the application / request for any Requested Product, or in connection with execution or furtherance of a contract / transaction, performance by Bank or the Customer or any connected persons like guarantors, security providers, other intermediaries, of any contract or part thereof or any regulatory or legal obligations in relation to any Requested Product availed or in pursuance thereof;
(b) for Derivation and sharing any Derivative Data (between Bank and any Processing Entity) in connection with the aforesaid purposes;
(c) contacting, establishing contact, whereabouts, including through email, postal address, telephone, social media, banners on applications / electronic platforms, notifications, website, premises of third parties / other persons;
(d) deploying any analytics, automated processing, algorithms, robotics, profiling, encryptions, coding, anonymizations, etc. for any of the aforesaid.

10.2 The Customer authorizes the Processing Entities to process, use, store, retain, share with the Bank or the other Processing Entities or collect from Bank, any other Processing Entities or other databases, sources, persons / entities, the Data or any part thereof, for any of the aforesaid consented purposes.

10.3 For the purposes of the consents and authorizations in this Clause, it shall be deemed that the Customer have furnished all the Data separately under this consent.

10.4 The Customer agrees that the consents / authorizations in this Clause for the purposes mentioned in Clause 10.1 and Clause 10.2 shall survive beyond the validity of such application / tenure of the Bank Product / consummation of any transaction.

10.5 The consents given hereunder do not limit any other consents obtained or given.

10.6 The Customer hereby agrees that the Bank may also publish such Derivative Data on its website / platforms, etc.

10.7 The Customer hereby authorizes the Bank to report any suspicious or fraudulent activities in the Transactions and Wallet to law enforcement agencies or other regulatory authorities under the Applicable Law.

10.8 The Customer hereby consents to receiving calls and messages including auto-dialled and/or pre-recorded messages, from the Bank and/or its vendors at any time, on the telephone number / contact information provided by the Customer. The Customer hereby unconditionally consents that such communications via SMS and/or voice call are

(a) upon the Customer's request and authorization,
(b) 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulatory Authority of India (TRAI); and
(c) in compliance with the relevant guidelines of TRAI or such other authority in India and abroad.

10.9 Withdrawal of Consent: The Customer shall have the right to withdraw their consent at any time by following the process provided under the 'Consent Withdrawal' section of the privacy policy of the Bank. The Customer hereby understands and agrees that the processing of the Data by the Bank before such withdrawal of the consent of the Customer will not be impacted. The Customer hereby understand that if the Customer withdraws their consent for the Bank to process the Data for some of the purposes mentioned in these Terms and Conditions, the Bank may not be able to continue offering the Requested Product to the Customer, and the provisions applicable to discontinuation or closure of the Requested Product will become applicable.

10.10 Grievances: If the Customer believes that they have any concerns regarding the processing of the Data by the Bank, the Customer shall have the right to intimate the Bank of such grievances by contacting the Bank at the details provided under 'Contact Information' below to register the concerns of the Customer.

Contact Information:
Name of DPO: Rahul Rajendra Prasad
Contact details: privacy@hdfc.bank.in

11. SECURITY MEASURES

11.1 The Customer hereby unconditionally and irrevocably understands and agrees that he must:

(a) use the Wallet securely, including but not limited to keeping his Authentication Credentials confidential and keep the passwords to his Device on which the App and Wallet resides fully and strictly confidential and shall under no circumstance reveal any of the password(s) to any other person;
(b) commit the password to memory and not record any of them in a written or electronic form;
(c) not let any unauthorized person have access to his Device or leave his Device unattended;
(d) put in place a passcode or password or PIN or a security key of similar nature to lock / restrict access to his Device and secure it from any unauthorized access and not share such passcode / password / PIN / security key with any other person;
(e) not remove the restrictions that may be imposed by the device provider on the Device;
(f) take adequate precautions from any ransomware, malware, virus or any other security threat from entering the Device, including installing adequate anti-virus protection.

11.2 The Customer hereby agrees and accepts that he shall at all times be solely responsible for the protection and safekeep of his Device, security details and Authentication Credentials as mentioned

hereinabove and hereby fully agrees that the Bank shall in no manner be liable for any direct or indirect or consequential or other loss occurring on out of any action or omission because of compromise of the same. The Customer agrees that the Bank assumes no liability whatsoever in case of any event of such compromise of the Customer's Device and/or SIM card linked to the Bank Registered Contact or occurrence of a Security Breach and the Bank shall not be held responsible for any such event or Security Breach.

11.3 The Customer also agrees and accepts that any person having access to any such email / phone number / Authentication Credentials / Bank Registered Contact and/or Device shall be deemed to be duly authorised by the Customer and acting for and on behalf of the Customer, with the authority and intention to bind the Customer irrevocably with any actions pursuant thereto including the acceptance of these Terms and Conditions, vis-à-vis the Bank. Further, any communication sent to or received from the Bank Registered Contact shall be deemed to be sent to or sent by or undertaken by the Customer and shall irrevocably bind the Customer. Any Terms and Conditions accepted using one-time passwords (OTP) and/or authentication factors sent to the Bank Registered Contacts shall irrevocably bind the Customer.

11.4 Without prejudice to the generality of the above, the Customer shall ensure that the Bank Registered Contact is at all the times in the possession of the Customer alone and is never shared with any unauthorized and that the Bank Registered Contact, and the Customer hereby represents to the Bank that the devices on which the Bank Registered Contact can be accessed, are accessible and are accessed only by the Customer and not by any other person. The Customer shall ensure that the OTPs, passwords, other form factors, including for securing the device where the Bank Registered Contact can be accessed are kept and maintained confidential and well protected and the Customer shall not reveal or share the same with any person.

12. RISKS

The Customer hereby acknowledges that he is accessing the App and using the Wallet for undertaking Transactions at his own risk and the Customer shall not hold the Bank responsible or liable for any of the risks including but not limited to the following and the Customer shall be bound by the following:

12.1 Risks in relation to third parties:
The Customer hereby acknowledges that the issue of the Digital Rupee (e₹) and the completion of the Transactions on the Wallet is dependent on certain third parties including the RBI, the Payment System Operator, other banks, Merchants, etc. and on the availability of network, accessibility of the services provided by such third parties. The Customer hereby acknowledges that the Bank shall not be liable for any delay, time-lags, network issues, non-fulfillment or failure of any Transaction owing to any down-time, service issues or failure of any third parties.

12.2 Testing in Pilot Project:
The Customer hereby understands and acknowledges that the access to the Wallet and the Transactions are enabled in a testing environment and the Customer acknowledges that there may be failures, time lags, discrepancies in the Wallet balance, Transactions, working of the Wallet / App, functionalities therein, etc. and the Customer acknowledges that the Customer has been informed of these risks at the time of signing up for the App and by signing up for the App the Customer represents to the Bank that it has understood these risks and their implications. The Customer hereby further acknowledges that the Bank shall not be responsible for any losses, failures, time lags, etc. in respect of the App.

12.3 Misuse of Password:
The Customer acknowledges that in case of a Security Breach or if any third person obtains access to the Customer's Device or SIM card linked to the Bank Registered Contact, such third party may be in a position to access the Wallet and the Digital Rupees (e₹) thereon, undertake Transactions on behalf of the Customer and spend the Digital Rupees (e₹) as well as access the customer information including account related information of the Customer, which may be confidential in nature such as the balance of Digital Rupee (e₹) in the Wallet, summary of Transactions, etc. of the Customer. The Customer shall at all times ensure that the Terms and Conditions applicable to the use of the password and security of SIM card and the Device of the Customer and the Wallet are strictly complied with at all times.

12.4 Internet Frauds:
The internet per se is susceptible to a number of frauds, misuse, hacking, phishing and other actions which could threaten the security of the information available to the Customer while accessing the App and undertaking the transactions thereon. While the Bank shall aim to provide security to prevent the same, it cannot guarantee any safeguard from such internet frauds, hacking, phishing and other actions which could affect any instruction(s) given to the Bank while accessing the App and undertaking the Transactions thereon. The Customer has evolved / evaluated all risks arising out of the same.

12.5 Mistakes and Errors:
For accessing the App and undertaking the Transactions thereon, the Bank would require proper, accurate and complete details to be provided to the Bank in the form and manner prescribed by the Bank. The Customer shall therefore take all care to ensure that there are no mistakes and errors and that the request for a Transaction made by the Customer through the Wallet in this regard is error free, accurate, proper and complete at all points of time. The Customer hereby agrees and confirms that any instruction given by the Customer for a Transaction on the Wallet is irrevocable. The Customer hereby agrees that the Bank is providing the App and the Wallet to the Customer at the Customer’s sole risk. The Customer agrees that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information by the beneficiary or the Customer or any other user of the Digital Rupee (e₹) or any or failure delay in executing the instructions for reasons beyond the control of the Bank. The Customer shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by him in the course of availing of the Wallet.

12.6 Technology Risks:
The technology for enabling the App offered by the Bank or the RBI or its Payment System Operator could be affected by ransomware, virus or other malicious, destructive or corrupting code, programme or macro or any other security threat. It may also be possible that the App of the Bank / RBI / the Payment System Operator may require maintenance and during such time it may not be possible to process the request of the Customer. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The Customer understands that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honour any Customer instruction for whatsoever reason.

12.7 Loss of the Device / Wallet:
In case of theft, destruction, tampering, damage, reset, clearing or cache, malfunctioning or loss of the Device, the Customer understands and agrees that there is a risk that the Customer may in some cases not be able to recover the Digital Rupee (e₹) in the Wallet of the Customer including the Digital Rupees (e₹) in the Offline Wallet and the Customer shall be solely responsible for the loss of

any Digital Rupee (e₹) in such cases. The Customer may also need to reset the Wallet and/or the Authentication Credentials as per the process prescribed by the Bank in this regard in such cases.

12.8 The Customer unequivocally and unconditionally understands and accepts that the Bank shall not be responsible for any of the aforesaid risks. The Customer also accepts that the Bank hereby disclaims all liability in respect of the said risks.

13. SUSPENSION OF ACCESS

13.1 The Customer hereby agrees that the continued access of the Customer of the App shall be subject to the Bank's eligibility criteria, internal checks and parameters and internal processes and policies as prescribed by the Bank from time to time as well as the criteria and requirements as may be prescribed under Applicable Law (including, without limitation, the Digital Rupee Circular) from time to time.

13.2 The Bank shall also be entitled to withdraw / discontinue / suspend / terminate / disallow the use of the App, the Programmability Feature, Offline Functionality, the Wallet and/or any functionality thereunder at any time, at its sole discretion as well as required and instructed by the RBI, without need for any permission from or notice to the Customer. In the event of any suspension of access of the Customer to the App, the Programmability Feature, the Offline Functionality, the Wallet and/or any functionality thereunder, the balance available in the Wallet (including the Offline Wallet and the Special Purpose Wallet) shall be dealt with as per the internal policies and procedures of the Bank including any withdrawal of the balances available in the Wallet.

13.3 The Bank may suspend or not fulfil any Transaction and/or any access to the Wallet or App, without notice, where Bank considers it necessary or advisable to do so, for example in case of a suspected breach of security, fraudulent or suspicious activity, excess volume of Transactions, etc.

14. DE-REGISTRATION

14.1 The Customer shall have the option to opt-out or de-register from the Wallet / App as per the process prescribed by the Bank from time to time. The Customer hereby agrees that upon such de-registration the Customer's access to the App / Wallet shall be terminated and all balances of Digital Rupees (e₹) available in the Wallet shall be withdrawn into the Account. Upon completion of de-registration, the Wallet shall be closed.

14.2 Notwithstanding anything to the contrary contained herein, the Customer hereby acknowledges and agrees that the option to opt-out or de-register from the Wallet / App shall not be available in the event that the Customer has any balances available in the Offline Wallet and/or Special Purpose Wallet.

15. STATEMENTS AND RECORDS (e₹)

15.1 All records maintained by the Bank, whether in electronic or documentary form, in respect of the App and the Transactions undertaken thereon, shall as against the Customer, be deemed to be conclusive evidence.

15.2 The Bank shall not be liable to provide copies of the Transaction records in the form of physical statements to any Customer with respect to any Transaction and the Customer will only receive transactional alerts through short message service message on the mobile number registered by the Customer with the Bank.

15.3 The Customer hereby acknowledges and understands that a Transaction may or may not be displayed in the Account statement due to technical considerations and the Bank shall not be liable for the same.

16. INDEMNITY

16.1 In consideration of the Bank providing the Customer with access to the App, the Wallet and any other services in terms of these Terms and Conditions, the Customer hereby agrees to indemnify and keep the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives ("Indemnified Parties") indemnified from and against all actions, claims, suits, demands, proceedings, losses, damages, personal injury, costs, charges and expenses of any nature whatsoever which the Indemnified Parties may, at any time, incur, sustain, suffer or be put to incur, sustain or suffer, as a consequence of, or by reason of or arising out of:

(a) use of the App, Wallet, Special Purpose Wallet, Offline Wallet or Digital Rupee (e₹) by the Customer;
(b) the negligence, mistake or misconduct of any Customer;
(c) breach or non-compliance by the Customer of these Terms and Conditions, any Applicable Law (including, without limitation, Digital Rupee Circular) and/or any instructions or directions of the Bank including without limitation relating to the App, Wallet, Digital Rupees (e₹), Transactions, Offline Functionality, Offline Wallet, Programmability Feature and/or the Special Purpose Wallet;
(d) any claim made or proceeding commenced by any third party, in relation to or in connection with the App, the Wallet, Digital Rupees (e₹), Transactions, Offline Functionality, Offline Wallet, Programmability Feature and/or the Special Purpose Wallet;
(e) fraud or dishonesty relating to any Transaction by the Customer;
(f) failure of the Customer to make available sufficient Digital Rupees (e₹) at the time of settlement of the Transaction;
(g) any malicious creation of any Token or manipulation of the Digital Rupee (e₹) ecosystem;
(h) any Products or any dispute related thereto;
(i) provision of the Offline Functionality, the Offline Wallet, the Programmability Feature, Programmable Digital Rupee (e₹), and the Special Purpose Wallet by the Bank;
(j) any disputes raised by any Programmable Digital Rupee (e₹) User, Programmable Digital Rupee (e₹) Transferor, or beneficiary of a Transaction effected using the Programmable Digital Rupee (e₹) or beneficiary of an Offline Transaction;
(k) any use of the Offline Functionality by the Customer or the Programable Digital Rupee (e₹) by the Customer and/or the Programmable Digital Rupee (e₹) User in contravention of these Terms and Conditions; and/or
(l) any theft, destruction, tampering, damage, reset, clearing or cache, malfunctioning or loss of the Device of the Customer.

17. EXCLUSION FROM LIABILITY

17.1 The Customer understands and acknowledges that since the Wallet and Digital Rupee (e₹) are being released as part of the Pilot Project of the Bank as prescribed by the RBI, there may be restrictions on the payments made by the Customer using Digital Rupee (e₹), value of Transactions, modes of loading / unloading the Wallet, undertaking the Transactions, denominations of the Digital Rupee (e₹), types of Merchant establishments where the Transactions can be undertaken, geography / locations in which the Wallet / App can be accessed and Transactions can be undertaken, etc. and the Bank shall not be responsible or liable for any losses that the Customer may face as a result of such restrictions or limitations.

Without prejudice to any other provisions of these Terms and Conditions, the Bank shall not be liable to the Customer for any loss or damage whatsoever or however caused or arising (including to any joint account holders and/or any third parties), whether directly or indirectly, in connection with the Wallet and/or these Terms and Conditions, including any loss or damage arising from:

(a) any Security Breach;
(b) any defect in the products / hardware / software used by the Merchant or issues in respect of any Merchant;
(c) the refusal of any person to honour any Transaction;
(d) any interruption or stoppage in the Customer's access to and/ or the use of the Wallet; and/or
(e) any theft, destruction, tampering, damage, reset, clearing or cache, malfunctioning or loss of the Device.

17.2 The Customer hereby agrees that the Bank shall not be liable for any disputes with respect to the delivery / provision / defect / quality of the Product, and/or any other Product related disputes with the Merchant and that the same shall be an independent matter between the Customer and the Merchant.

17.3 The Bank expressly disclaims all warranties of any kind, whether express, implied, or statutory, with respect to the App and Wallet, including but not limited to, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights.

17.4 The Customer understands and acknowledges that the Bank makes no warranty that the App, Wallet, Offline Functionality, the Offline Wallet, Special Purpose Wallet and the Programmability Feature will meet the Customer’s requirements or that defects in the App and Wallet will be corrected.

17.5 The Bank makes no warranty as to the results that may be obtained from the use of the App, Wallet, Offline Wallet, Special Purpose Wallet, Offline Functionality and the Programmability Feature or as to the accuracy, quality or reliability of any data, instructions, information and advice obtained through the App, Wallet, Special Purpose Wallet, Offline Wallet, Offline Functionality and the Programmability Feature. The Customer agrees that no advice or information, whether oral or written, obtained by the Customer through the App, Wallet, Special Purpose Wallet, the Offline Wallet, the Offline Functionality, the Programmability Feature or the Bank, its parents, subsidiaries, or other service providers (or the respective officers, directors, employees, or agents of any such entities) shall create any warranty.

18. CUSTOMER GRIEVANCES

18.1 The Customer shall immediately inform the Bank, by contacting the customer care number as mentioned on website www.hdfc.bank.in, if any irregularities or discrepancies exist in such Transaction or if such Customer has any query in relation to the Transaction.

18.2 In case of loss or theft of the Device, linked cards, or authentication data or if any fraud or abuse is detected, the Customer shall immediately inform the Bank by contacting the customer care number and following the procedure as mentioned on website www.hdfc.bank.in.

18.3 In case of any complaints / grievances in relation to a Transaction, the Customer shall write to the nodal officer designated by the Bank (“Nodal Officer”) as per the contact details as mentioned on the Bank’s website www.hdfc.bank.in and by following the procedure as mentioned on the

Bank's website www.hdfc.bank.in.

18.4 In order to be enable the Bank to investigate and respond to any complaints / query raised by the Customer in terms of these Terms and Conditions, the Customer shall be required to provide the Bank with all such information and documents as may be required by the Bank in this regard.

18.5 Please note that the Bank does not ask its customers for any confidential information, and therefore Customer/s must not share any information of a confidential nature including, but not limited to passwords, user-ID's, etc. to any person who asks for the same.

18.6 For full details regarding our complaints procedure, please refer to the Bank's website. Please note that the customer care numbers and details of the Nodal Officer shall be as updated on the Bank's website, from time to time.

19. GOVERNING LAW AND JURISDICTION

19.1 The construction and validity of these Terms and Conditions shall be governed in all respects by the laws of India. The Bank and the Customer agree that any legal action or proceeding arising out of these Terms and Conditions shall be brought before the courts or tribunals at Mumbai and irrevocably submit themselves to the jurisdiction of that court or tribunal. The Bank may, however, in its absolute discretion, choose to commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum and the Customer hereby consents to such jurisdiction and waives any objection it may have now or in the future to the laying of the venue of any such legal action or proceedings and any claim that any such legal action or proceedings have been brought in an inconvenient forum.

20. ACCEPTANCE

20.1 The Customer hereby understands and acknowledges that in the following instances, it will be deemed that the Customer has read, understood, accepted and has agreed to be bound by these Terms and Conditions:

(a) by accessing and/or using the App and/or Wallet; or
(b) by clicking on 'I Agree' / 'I Accept', or any checkbox, or any similar icon / button / tab on the App.

20.2 These Terms and Conditions are an electronic record, in terms of the Information Technology Act, 2000 and the rules framed thereunder, as applicable and amended from time to time, pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

21. NOTIFICATION OF CHANGES

The Bank shall have the absolute discretion to, at any point of time,

(a) amend or supplement any of these Terms and Conditions; and/ or
(b) change, suspend or discontinue any feature and/ or benefit offered on the App / Wallet.

The Bank shall communicate the amended Terms and Conditions, the changes made by hosting the same on the Bank's website or in any other manner as may be decided by the Bank, from time to time. The Customer shall be responsible for regularly reviewing any updates to the Terms and

Conditions, including any amendments thereto as may be posted on the Bank's website, and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the App / Wallet / undertake the Transactions.

22. SET - OFF AND LIEN

Notwithstanding anything to the contrary contained in these Terms and Conditions or any other document / arrangement:

(a) in respect of all and any of the Customer's present and future liabilities to the Bank, whether under this document or under any other obligation / loan / facilities / borrowings / document, whether such liabilities are/ be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether as principal debtor and/ or as guarantor and/ or otherwise howsoever (collectively "Liabilities"), the Bank shall in addition to any general lien or similar right to which it as a banker may be entitled by Applicable Law, practice, custom or otherwise, have a specific and special lien on all the Customer's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank, now or in future, whether in same or different capacity of the Customer and whether severally or jointly with others, whether for any banking relationship, safe custody, collection, or otherwise, and
(b) separately, the Bank shall have an express right to, without notice to and without consent of the Customer, set-off, transfer, sell, realise, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid (whether earmarked for any particular Liability or not) for the purpose of realising or against any of dues in respect of any of the Liabilities and to combine or consolidate all or any of accounts of the Customer and to set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon any default in payment of any part of any of the Liabilities when due in terms of such documents.

23. The Customer agrees and confirms that the Bank may, for provision of the App and/or Wallet utilise such third party subcontractor(s) / service providers as it may deem fit.

24. DECLARATION

The Customer hereby irrevocably and unconditionally declares, confirms and agrees as under:

24.1 The Customer has carefully read the Terms and Conditions as applicable to the Digital Rupee (e₹), App, Wallet and the Transactions and the Customer hereby agrees, undertakes and accepts the same.

24.2 The Customer hereby represents that all the particulars and information provided to the Bank (including all documents referred or provided therewith) are true, correct, complete and up-to-date in all respects, and the Customer has not withheld any information. The Customer shall inform the Bank immediately regarding any change in any of the information provided by the Customer to the Bank. The Customer agrees and undertakes to provide all such further information that the Bank may require, from time to time.

24.3 The Customer hereby authorizes the Bank or its agents to make all references and enquiries which the Bank may consider necessary in respect of or in relation to any information provided by the Customer to the Bank and the Customer agrees and undertakes to provide full co-operation in this regard.

24.4 The Customer authorizes the Bank to exchange, share or part with all the information, data or documents relating to the Customer, with other its group companies, other banks, financial institutions, credit bureaus, agencies, regulator, Governmental Authorities or such other persons as the Bank may deem necessary or appropriate, for processing of the said information / data by such persons or otherwise for any other use / purpose, and the Customer shall not hold the Bank liable for the use / sharing of such information by either the Bank or such third parties.

24.5 The Customer authorizes the Bank unconditionally and irrevocably to debit any and all amounts as may become payable by the Customer in respect of the Transactions / Wallet as per the Terms and Conditions from the Wallet's balance.

25. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

The Bank expressly reserves all intellectual property rights in the App, the Wallet, the Offline Functionality, the Offline Wallet, the Programmability Feature, the Special Purpose Wallet, the Wallet interface and any associated services, text, photographs, images, illustrations, designs, icons, programs, video clips, products, processes, technology, content and any other materials, which form a part of the App, the Special Purpose Wallet, Offline Wallet and the Wallet. Access to the App, the Wallet, the Offline Functionality, the Offline Wallet, the Programmability Feature, the Special Purpose Wallet, and the Wallet interface or the App in general does not confer and shall not be considered as conferring upon anyone any license under any of the Bank's or any third party's intellectual property rights. All rights, including copyright, in the App, the Wallet, the Offline Functionality, the Offline Wallet, the Programmability Feature, the Special Purpose Wallet, and the Wallet interface are owned by or licensed to the Bank and any use thereof or its contents, including copying or storing it or them in whole or part, other than for the Customer's own personal, non-commercial use is prohibited without the permission of the Bank.

Schedule I

Additional Terms and Conditions for Programmable Digital Rupee (e₹)

1. Issuance of Programmable Digital Rupee (e₹)

1.1 Upon the Bank making available the Programmability Feature in the App:

(a) the Customer may request the Bank for the issuance of the Programmable Digital Rupee (e₹) to an end user for onward use (in the form and manner stipulated by the Bank from time to time) of such Programmable Digital Rupee (e₹) by such end user ("Programmable Digital Rupee (e₹) User"), provided that such Programmable Digital Rupee (e₹) User has valid arrangements for receipt of the Programmable Digital Rupee (e₹) in such Programmable Digital Rupee (e₹) User's digital rupee wallet; and
(b) the Customer shall be provided access to Special Purpose Wallet for the Customer to receive Programmable Digital Rupees (e₹) from any other person ("Programmable Digital Rupee (e₹) Transferor") for the onward use by the Customer as per the relevant Programmable Parameter applied to such Programmable Digital Rupees (e₹) received by the Customer.

1.2 At the time of making the request for the issuance of the Programmable Digital Rupee (e₹) to any Programmable Digital Rupee (e₹) User, the Customer shall provide the Bank with the specific Programmable Parameter required to be applied by the Bank in respect of such requested Programmable Digital Rupee (e₹) prior to its issuance to the Programmable Digital Rupee (e₹) User,

along with any other information as may be required by the Bank. Pursuant to the request of the Customer for the issuance of the Programmable Digital Rupee (e₹) to any Programmable Digital Rupee (e₹) User, the Bank shall be entitled to deduct from the Wallet and transfer to the Bank the Digital Rupee (e₹) of equivalent value as the Programmable Digital Rupee (e₹) requested by the Customer and issue the requested Programmable Digital Rupee (e₹) to any Programmable Digital Rupee (e₹) User by crediting the same to the details of the relevant digital rupee wallet of the Programmable Digital Rupee (e₹) User provided by the Customer to the Bank.

1.3 The Customer hereby acknowledges and agrees that any request for issuance of Programmable Digital Rupee (e₹), shall be made only through the App or through such other mode and manner as may be stipulated by the Bank.

1.4 The Customer hereby acknowledges and agrees that the issuance and provision of the Programmable Digital Rupee (e₹) is at the sole discretion of the Bank and the Bank shall not be liable for any rejection or failure in issuance of any Programmable Digital Rupee (e₹) requested by the Customer.

1.5 The Customer hereby acknowledges and agrees that the Special Purpose Wallet and Programmable Digital Rupee (e₹) shall be used only in accordance with these Terms and Conditions and the directions of the Bank from time to time.

1.6 Without prejudice to the generality of the foregoing, Customer hereby agrees and acknowledges that:

(a) the Special Purpose Wallet will only contain the Programmable Digital Rupee (e₹) received by the Customer and can only be used to make payment / transfer to end beneficiary by the Customer in compliance with the Programmable Parameters of such Programmable Digital Rupee (e₹) and upon expiry of any of the Programmable Parameter in respect of any Programmable Digital Rupee (e₹) received by the Customer, the Programable Digital Rupee (e₹) may be cancelled / deducted from the Special Purpose Wallet and the Digital Rupee (e₹) of equivalent amount as such Programable Digital Rupee (e₹) may be credited back to the digital rupee wallet of the Programmable Digital Rupee (e₹) Transferor; and
(b) the Programmable Digital Rupee (e₹) User can only use the Programmable Digital Rupee (e₹) as per the Programmable Parameter and upon expiry of any of the Programmable Parameter in respect of any Programmable Digital Rupee (e₹) transferred to the Programmable Digital Rupee (e₹) User, the Programable Digital Rupee (e₹) may be cancelled / deducted and the Digital Rupee (e₹) of equivalent amount as such Programable Digital Rupee (e₹) may be credited to the Wallet of the Customer.

1.7 The Customer hereby acknowledges and agrees that the Bank shall not be liable for any theft, loss, misuse or deduction of any Programmable Digital Rupee (e₹) due to any unauthorised access or use of the App / Device.

1.8 Breach of any Programmable Parameter:
The Customer hereby acknowledges and agrees that any Transaction affected using the Programmable Digital Rupee (e₹) which is contrary to or not in compliance with the relevant Programmable Parameter applicable to such Programmable Digital Rupee (e₹), shall be rejected and the Bank shall be under no obligation to provide any notice or reason in this regard.

2. Exclusion from Liability

2.1 Without prejudice to any other provisions of these Terms and Conditions, the Bank shall not be liable to the Customer for any loss or damage whatsoever or however caused or arising (including to any joint account holders and/or any third parties), whether directly or indirectly, in connection with any Programmable Digital Rupee (e₹) and/or these Terms and Conditions, including any loss or damage arising from:

(a) any defect in the products / hardware / software used by other persons or issues in respect of any other persons;
(b) the refusal of any person to honour any Programmable Digital Rupee (e₹);
(c) any use of the Programmable Digital Rupee (e₹) which is contrary to the Programmable Parameter of such Programmable Digital Rupee (e₹);
(d) any misuse, loss or theft of the Device and/or any misuse / unauthorised use of the App or the Wallet; and/or
(e) any interruption or stoppage in the Customer's access to the Special Purpose Wallet, or the App.

2.2 The Bank expressly disclaims all warranties of any kind, whether express, implied, or statutory, with respect to the App, and the Special Purpose Wallet, including but not limited to, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights.

2.3 The Bank makes no warranty as to the results that may be obtained from the use of the Programmable Digital Rupee (e₹) or as to the accuracy, quality or reliability of any data, instructions, information and advice obtained through any Transactions effected using Programmable Digital Rupees (e₹). No advice or information, whether oral or written, obtained by the Programmable Digital Rupee (e₹) User and/or the end user through the Bank, its parents, subsidiaries, or other service providers (or the respective officers, directors, employees, or agents of any such entities) shall create any warranty.

Schedule II

Additional Terms and Conditions for Offline use of Digital Rupee (e₹)

1. Process Flow for Offline Transactions

1.1 The Customer may make the request to the Bank for enabling the functionality to undertake Offline Transactions through the App in offline mode through near field technology or such other mode as the Bank may permit ("Offline Functionality"). Upon receipt of such a request from the Customer, the Bank may, at its sole discretion, enable the Offline Functionality on the App and provide the Customer access to the Offline Wallet to enable the Customer to load Digital Rupees (e₹) from the Wallet by earmarking them to be used specifically for the purposes of undertaking Offline Transactions.

1.2 Subject to paragraph 1.1 above, the functionality to load / re-load the Offline Wallet for undertaking any Offline Transaction shall be available on the App and shall be subject to such limits and restrictions as may be stipulated under the Applicable Law (including, without limitation, the Digital Rupee Circular) or as may be stipulated by the Bank as per its internal policies and procedures from time to time.

1.3 For effecting any Offline Transaction, the Customer shall follow the process stipulated by the Bank (including on the App) from time to time.

1.4 The Customer hereby acknowledges and agrees that:

(a) The Customer shall only be able to affect Offline Transactions by using the Digital Rupee (e₹) available in the Offline Wallet;
(b) That the Offline Transactions shall be subject to such limits and restrictions as the Bank may stipulate from time to time;
(c) The value of any Offline Transaction effected through the offline mode shall not exceed INR 500 or such other amount as may be prescribed by the RBI and/or the Bank for such offline transactions from time to time;
(d) The balance of Digital Rupees (e₹) available in the Offline Wallet at any point in time shall not exceed INR 2,000 or such other limit as may be prescribed by the RBI and/or the Bank from time to time;
(e) The functionality of undertaking any Offline Transaction is available with only select Merchants and beneficiaries are required to ensure compliance with the Digital Rupee Circular, and any criteria and guidelines of the RBI and other banks in this regard;
(f) The Offline Transactions are effected on a 'real-time' basis and the balance of Digital Rupees (e₹) shall only be updated to reflect the accurate balance once either the offline collection device and/or the wallet of the Merchant who is the beneficiary of such Offline Transaction is brought online;
(g) Any theft, destruction, tampering, damage, malfunctioning, reset, clearing of cache or loss of the Device of the Customer will result in a loss of the Digital Rupees (e₹) available in the Offline Wallet and the risk of such loss shall be solely to the Customer's account and the Bank shall not be liable or responsible for the same.

2. Exclusion from Liability

2.1 Without prejudice to any other provisions of these terms and conditions, the Bank shall not be liable to the Customer for any loss or damage whatsoever or however caused or arising (including to any joint account holders and/or any third parties), whether directly or indirectly, in connection with the Offline Functionality and/or these terms and conditions, including any loss or damage arising from:

(a) any defect in the products / hardware / software used by other persons or issues in respect of any other persons;
(b) the refusal of any person to honour any Offline Transaction; and/or
(c) any interruption or stoppage in the Customer's access to the App or the Offline Functionality.

2.2 The Bank expressly disclaims all warranties of any kind, whether express, implied, or statutory, with respect to the App, and the Offline Functionality, including but not limited to, any implied or statutory warranties of merchantability, fitness for a particular use or purpose, title, and non-infringement of intellectual property rights.

2.3 The Bank makes no warranty as to the results that may be obtained from the use of the Offline Functionality or as to the accuracy, quality or reliability of any data, instructions, information and advice obtained through any Offline Transactions. No advice or information, whether oral or written, obtained by the beneficiary of an Offline Transaction through the Bank, its parents, subsidiaries, or other service providers (or the respective officers, directors, employees, or agents of any such entities) shall create any warranty.