

PAYZAPP
TERMS AND CONDITIONS DOCUMENT
Version 2.0 Effective [●], 2023

By accepting these Terms and Conditions (as defined hereinafter), the Customer is representing to the Bank that he is not impersonating any person or entity, or falsely stating his age or affiliation with any person or entity. In case this is found to be a misrepresentation or in case of any information being found out which indicates such misrepresentation or if the information remaining unverified, the Bank will have the sole discretion to withdraw PayZapp Services (as defined hereinafter) or any part thereof without any consent of the Customer or intimation to the Customer. The Customer is providing consent to receive communications via WhatsApp, SMS, notifications and e-mails or any other channels deemed necessary by the Bank.

1 **DEFINITIONS**

“Applicable Law(s)” means any act, statute, law, legislation, sub-ordinate legislation, regulation, enactment, ordinance, treaty, rule, judgment, order, award, decree, bye-laws, rule of common law, clearances, directions, directives, guidelines, policy, licenses, requirement, or any governmental restriction or condition including any similar form of decision of, or determination, application or execution by, or any interpretation or pronouncement having the force of law of any Government Authority having jurisdiction over the matter in question, whether in effect as of the date hereof or thereafter, as may be amended, replaced, re-enacted, substituted, modified from time to time.

“Bank” shall mean HDFC Bank Limited, a company within the meaning of the Companies Act, 2013 and having its Registered Office at Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, which expression, unless it be repugnant to the context or meaning thereof, shall include its successors and assigns.

“Business Day” means a day which is not a Sunday or a public holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881 and on which banks are open in the normal course of business in Mumbai, India.

“Card Association(s)” shall mean any of Visa, MasterCard, Diners, Rupay, Discover or any other card association as may be specified by Bank from time to time;

“Cards” shall mean the valid unexpired credit card or debit card, or prepaid card issued by an institution designated to issue cards of any Card Association provided that such card is not listed in a current warning or restricted card bulletins or notices;

“Cashback” shall mean the amount (whether as points or usable cash equivalent) that is provided to the Customer, as a cashback, as per the terms and conditions prescribed by the Bank, from time to time, in this regard.

“Customer” shall mean any person who has downloaded the PayZapp Application or uses the PayZapp Services, and shall include his/her legal heirs, administrators and executors.

“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 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 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"**.

"Disputes" shall have the meaning assigned to such term in Clause 24 below.

"Governmental Authority" shall mean any Government, department of the Government, local authorities (such as corporation, municipality, panchayat), ministry, commission, board, agency, regulatory authority, instrumentality, court, tribunal or other judicial, quasi-judicial, or administrative body having jurisdiction over the matter or matters in question.

"INR" shall mean the lawful currency of Union of India being the Indian National Rupee.

"Issuers" shall have the meaning assigned to such term in Clause 3 below.

"Offer" shall mean any offers, rewards, vouchers, benefits, promotional offer, discount and/or incentive offered to the Customer by the Bank as per the terms and conditions prescribed by the Bank, from time to time, in this regard and shall include any Cashback.

"Offer Misuse" shall mean all such events or series of events or circular events where a Customer tries to abuse or misuse or game the system to gain PayZapp-sponsored Cashback or any other Offers, with the intention of defrauding the Bank on order to gain undue benefit which the Customer is not actually entitled to, at the cost of and to the detriment of the Bank, without actually completing (including subsequent reversals) the Transactions or purchases or part of them, or by misusing loopholes or available offers to gain excessive Cashback or Offers without the real intentions of completing the Transactions. E.g. (i) transactions or series of transactions done for Cashback or Offer and reversal or cancellation of such Transactions e.g. where goods or services are returned once the Cashback or Offer is received (ii) circular transactions.

"Liabilities" shall have the meaning assigned to such term in Clause 4 below.

"Linked Cards" shall mean the Card of the Customer, including debit cards, credit cards, the details whereof are saved on the PayZapp Application, subject to authentication requirements as may be prescribed by the Bank and under Applicable Law from time to time.

"Merchants" shall mean the merchants and establishments for whom the Bank acts as an acquirer, to accept payment for sale of goods and/or services, including financial services through the PayZapp Application.

"Mobile Device" shall mean a mobile or any electronic instrument that include(s) smartphones and host voice and data applications.

"NPCI" shall mean the National Payments Corporation of India and shall include its successors and assigns.

"Merchant Offers" shall have the meaning assigned to such term in Clause 5 below.

"Offer Specific Terms" shall have the meaning assigned to such term in Clause 5 below.

"PayZapp Application" or **"PayZapp App"** or **"PayZapp"** shall mean the proprietary application of Bank which may be accessed by the Customer, through the Mobile Device, basis which the PayZapp Services, may be availed of by the Customer.

"Payzapp PPI" shall have the meaning assigned to such term in Schedule 1 hereof.

"PayZapp Services" shall mean the services provided by Bank to the Customers to enable the Customers, subject to respective limits to undertake any of the following: (a) make payment for purchase of goods and services from Merchants by using the PayZapp App, (b) UPI Services; (c) the services in relation to the PayZapp PPI, including to add stored value on the PayZapp PPI in accordance with the RBI PPI Directions and these Terms and Conditions, transfer stored value/ funds from the PayZapp PPI to such bank accounts and/or such other PPIs as may be permitted under the RBI PPI Directions and these Terms and Conditions, interoperability, which shall be applicable once the Bank enables the feature, to enable the PayZapp PPI to be used in conjunction with other payment systems, as may be enabled by the Bank at its discretion, (d) enabling/ facilitating payments through Linked Cards, (e) other features, functionalities, services, covered in these Terms and Conditions, (f) any other services at the discretion of the Bank as may be enabled from time to time.

“Product(s)” shall mean 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 PSP 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 TPAP where the account is not with the Bank but it is a PSP 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 are an authorised signatory or authorised person or representative of a non-individual applicant/ customer/ user of any services, whether direct or indirect.

The Products, which have been applied/ requested by or availed by, the Customer, including the Payzapp 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 TPAP where the Customer's account is not with the Bank but the Bank is a PSP bank), shall be referred to as **“Requested Products”**.

“RBI” shall mean the Reserve Bank of India.

“RBI KYC Directions” shall mean RBI's Master Direction – Know Your Customer (KYC) Direction, no. DBR.AML.BC.No.81/14.01.001/2015-16 dated February 25, 2016 (updated as on May 10, 2021), as may be amended, replaced, re-enacted, substituted, supplemented, modified from time to time.

“RBI Regulations” shall mean the guidelines, circulars, notifications, directions, master directions issued by RBI from time to time, as may be amended, replaced, re-enacted, substituted, modified from time to time.

“RBI POS Circular” shall mean the circular, titled “Cash Withdrawal at Point-of-Sale (POS) - Enhanced limit at Tier III to VI Centres” being Circular DPSS.CO.PD.No.449/02.14.003/2015-16 dated August 27, 2015, issued by the RBI, as the same may be amended, supplemented and substituted, from time to time.

“Relevant KYC Documents” shall mean the necessary documents required for the KYC process as per the RBI KYC Directions, as may be amended, replaced, re-enacted, substituted, modified from time to time.

“Secure PIN” shall have the meaning assigned to such term in Clause 2 below.

“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 have 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”**.

“Taxes” shall mean all taxes, cess, surcharge, duties, imposts, rates, any similar levies in any jurisdictions levied by/collected by/payable to any Governmental Authority (any or all of which, as may be applicable and/or payable now or in future, and whether existing now or in future), interest, penalty and any other obligations in relation to any of the aforesaid including for any past liabilities and obligations, and shall without limitation include all direct and indirect taxes, all types of goods and services taxes, toll taxes, municipal, local, road transport taxes, etc.

“Terms and Conditions” or **“Terms and Conditions Document”** shall mean this document containing the terms and conditions, as the same may be modified, amended and supplemented from time to time, containing the terms and conditions which shall govern the usage of the PayZapp PPI, PayZapp Services and sets out the Customer's rights and obligations vis-à-vis Bank.

Third Party Services shall have the meaning assigned to such term in Clause 28 below.

“**Transaction**” shall mean any fund transfer or purchase transaction done using PayZapp Services, whether by using the PayZapp PPI or the Linked Cards or UPI other source or modes.

“**UPI**” shall mean Unified Payments Interface which is operated by the NPCI.

“**UPI Services**” shall mean the services in relation to the UPI Facility as defined in **Schedule 6** hereto.

2 PAYZAPP SERVICES

- 2.1 Based on the request of the Customer, and relying on the representations, warranties, covenants and undertakings of the Customer, contained in this Terms and Conditions Document, Bank agrees to provide to the Customer the PayZapp Services, including to create and assign to the Customer, a PayZapp PPI, in the manner and upon the terms and conditions herein contained.
- 2.2 As a condition precedent to availing of the PayZapp Services and creation and use of the PayZapp PPI, the Customer shall be required to register with Bank. For the purpose of registration of the Customer, the Customer shall provide to Bank such information and details of the Customer which Bank may require. The Customer shall
- 2.3 Customers shall have the option to control their expenditure by setting limits on their Bank-issued cards for any transactions effected through the PayZapp Application. Customers shall also have the option to either enable or disable any types of e-commerce transactions effected through the PayZapp Application.
- 2.4 After completion of the registration process, the Customer shall be provided/ create a unique personal identification number (“**Secure PIN**”). The Customer hereby agrees and acknowledges that the Secure PIN shall be required for accessing the PayZapp Application and the Customer shall be solely responsible for ensuring the confidentiality and security of the Secure PIN. The Customer hereby agrees and acknowledges that the Secure PIN shall be required for accessing the PayZapp App and the Customer shall be solely responsible for ensuring the confidentiality, safety and security of the Secure PIN and shall not share such Secure PIN with any other individual/ person (as the case may be). Customers shall ensure that the Secure PIN generated by the Customer for accessing the PayZapp Application is unique and is not same for accessing/ unlocking any other services offered to the Customer by any other instrument issuer, including for phone-banking, net banking, ATM PIN etc. Customer acknowledges and understands that attempts (such number as shall be determined by Bank from time to time) of entering wrong/incorrect Secure PIN to access the PayZapp Application may cause temporary freezing/blocking of the PayZapp Application and log out the Customer from the PayZapp Application. In all cases including where Secured PIN is lost or misplaced, Mobile Device associated with PayZapp App is lost, stolen/misplaced/ no longer in control, unauthorized transactions are undertaken, Customer should report such cases to Bank promptly as per the Bank’s Overall Customer Protection policy as mentioned in Clause 24. Subject to RBI directions, the Customer further agrees and acknowledges that in the event that any transactions are effected by any unauthorized persons as a result of loss of the Secure PIN, all such transactions shall be deemed to have been done by the Customer and all losses which may arise as a result of processing of such transactions shall be to the account of the Customer and Bank shall not be liable or responsible for such losses. Bank shall not be in any way liable or responsible in this regard and entire responsibility and liability shall be that of the Customer.
- 2.5 The Customer hereby agrees and acknowledges that to provide PayZapp Services, Bank may send data in the form of cookies/ tokens or otherwise to the Mobile Device of the Customer and initiate a SMS from the Mobile Device of the Customer during registration, and the Customer hereby expressly authorizes Bank to send such data and initiate such SMSs as may be required in this regard.
- 2.6 **Swipe to Pay:**
For Customers holding a Bank issued Card and/or PayZapp wallet, the Bank may enable the ‘swipe to pay’ functionality and the same shall be governed by the terms and conditions mentioned in **Schedule 7**.

3 USE OF PAYZAPP

- 3.1 Subsequent to the completion of the registration process, provided for in Clause 2 above, the Customer shall be entitled to effect such transactions as the Bank may permit from time to time, to be undertaken through/initiated from PayZapp.
- 3.2 In relation to the use of the Payzapp PPI, the Customer shall additionally be bound by the terms and conditions mentioned in **Schedule 1** hereto.

- 3.3 In case of 'SmartBuy' Merchants available in the 'Shop' section of the PayZapp Application, the Customer shall be entitled to effect transactions using PayZapp, to make payment to the 'SmartBuy' Merchants for purchase of goods and services. In this regard, the Customer shall additionally be bound by the terms and conditions mentioned in **Schedule 5** hereto.
- 3.4 Customers shall also be entitled to pay their bills, including recharges and bill payments, through the PayZapp Application. In relation to the same, the Customer shall additionally be bound by the terms and conditions mentioned in **Schedule 3** hereto.
- 3.5 In relation to the UPI Services, the Customer shall additionally be bound by the terms and conditions mentioned in **Schedule 6** hereto.
- 3.6 The Customer hereby agrees that he shall, at all times, keep his accounts, KYC details and contact information complete and updated.
- 3.7 The Customer hereby agrees and accepts that the Bank may use third party service providers to send alerts or communicate with the Customer or nominees or estate and also agrees to receive calls, sms, whatsapp messages from HDFC Bank for personalised offerings regarding new products.
- 3.8 The Customer agrees and accepts that PayZapp is only a facilitator of any of the transactions carried out/initiated through PayZapp, including transactions with Merchants, recharge/ bill payment services, etc. The plans shown are solely for the Customer's convenience. The Bank/PayZapp shall not be liable in case of any dispute/ query/ redressal/ grievance in this regard, and the Customer will have to take up the concern with the relevant Merchant/service provider only.
- 3.9 The Customer hereby agrees and acknowledges that all transactions done using any Cards shall be subject to the terms and conditions set by the Card Associations, and the relevant card issuing bank or other issuers that issued the Customer the card (collectively the "**Issuers**"). The Customers are responsible for complying with these terms and conditions and any charges or fees imposed by the Issuers.
- 3.10 A Customer shall be allowed to do maximum of such number of Transactions per day as shall be prescribed in this regard by the Bank at its discretion from time to time. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit.
- 3.11 A Customer shall be allowed to do maximum of such number of Transactions per day per Merchant as shall be prescribed in this regard by the Bank at its discretion from time to time. The Bank may also enable a functionality for the Customer to set his own Transaction limits in the PayZapp App. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit. For the purposes of determining the Merchant, the Bank may go by the Merchant name, MCC, TID, MID or Merchant PAN, or any or all of them.
- 3.12 A Customer shall be allowed to do maximum of such number of Transactions per month as shall be prescribed in this regard by the Bank at its discretion from time to time. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit.
- 3.13 A Customer shall be allowed to do maximum of such number of Transactions per month per Merchant as shall be prescribed in this regard by the Bank at its discretion from time to time. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit. For the purposes of determining the Merchant, the Bank may go by the Merchant name, MCC, TID, MID or Merchant PAN, or any or all of them.
- 3.14 PayZapp is issued to and can be used only by legal residents of India. By agreeing to the terms and conditions contained herein, the Customer confirms that the Customer is a legal resident of India and is a person competent to contract under Indian law. Customer confirms that the PayZapp Services shall be used only within the states and territories of India and shall not be used to effect any cross-border transactions or part thereof. The Customer is responsible for complying with these Terms and Conditions and any charges or fees imposed by the Issuers and/or Bank.

- 3.15 By registering for and using the PayZapp Application, the Customer also confirms that the Customer will not make any payments to any businesses involved in or for any activities related to (a) any illegal activity, (b) gambling, (c) adult sites, (d) online gaming, (e) prohibited services, (f) betting including lottery tickets, (g) foreign currency trading, and (h) such nature of businesses to which payments cannot be made under Applicable Law in India and the network rules of Visa/ MasterCard/ RuPay.

4 LIEN AND SET OFF

Notwithstanding anything to the contrary in any of the documents: (i) in respect of all and any of Customer's, present and future liabilities to the Bank, its affiliates, group entities, associate entities, parent entities, subsidiaries, any of their branches (collectively "**Relevant Entities**"), 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 in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "**Liabilities**"), each of the Bank and the Relevant Entities shall in addition to any general lien or similar right (to which any of them as bankers or financial institutions may be entitled by 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, loan accounts, held with or in custody, legal or constructive, with the Bank and/or any Relevant Entities, 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, whether in same currency or different currencies; and (ii) separately, each of the Bank and the Relevant Entities shall have the specific and express right, without notice to and without consent of the Customer, to set-off, transfer, sell, realize, adjust, appropriate all such amounts in all such accounts and deposits (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid, for the purpose of realizing or against any of dues in respect of any of the Liabilities whether ear-marked for any particular Liability or not, to combine or consolidate all or any of accounts of any of the Customer and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities. (iii) The Bank and the Relevant Entities shall be deemed to have and hold and continue to have first charge on any assets including any deposit on which security has been/ will be created in respect of the Facilities, as security also for any of the other Liabilities; and all the rights and powers vested in the Bank in terms of any security or charge created for the Facilities shall be available to the Bank and/or the Relevant Entities also in respect of such other Liabilities, irrespective of the fact whether the Facilities is at any time outstanding, repaid or satisfied or not and even after any facilities has been repaid or prepaid or wallet closed or not.

5 OFFERS

- 5.1 Unless otherwise indicated all Offers are subject to this Terms and Condition Document and to the terms and conditions mentioned in **Schedule 4** hereto (applicable to Cashback), in addition to the individual or offer specific terms and conditions as may be applicable for each purchase or as available for each offer whether at the merchant establishment or electronic platform/ PayZapp Application (such individual or offer specific terms and conditions are collectively referred to as "**Offer Specific Terms**").
- 5.2 The Customer hereby agrees and accepts that the Bank has the right to impose or prescribe expiry/validity period/availability period on any of the Offer, including those earned (even if no such expiry, validity etc. was originally prescribed) without any prior intimation to or consent from the Customer.
- 5.3 The Customer hereby agrees and accepts that he shall be fully and solely responsible for and shall solely and entirely bear any taxes, levies, duties, surcharge, cess, or any similar obligations, whether applicable now or in the future, on any transactions, supplies, services, Cashback, Offers undertaken through/initiated on/arising out of transactions carried out/initiated through PayZapp App, whether in law the same are payable by the Customer or other person/party, and the Bank shall not be responsible towards any of the same.
- 5.4 The Bank may in its absolute and sole discretion, cancel any Offer or reverse any Offer already provided to the Customer, if the Bank believes that the underlying transaction(s) was done for Offer Misuse or in an unauthorized or fraudulent manner or at any prohibited locations or in breach of this Terms and Conditions Document.
- 5.5 Any Offers shall be at the sole discretion of the Bank and the Bank reserves the right to not provide the Offers to the Customers or to revoke any Offers even after the same are provided/ made available/ shown to the Customer. The Customer hereby further agrees and accepts that the Bank/PayZapp reserves the right to revoke, withdraw, terminate, clawback, any Offer from a Customer's account (pre or post redemption) in case of suspicious or fraudulent activities as detected by/informed to the Bank

from time to time without any reason or notice/intimation to or permission from the Customer. In such cases, the Bank shall also have the right to cancel any remaining or outstanding benefit or entitlement, including any Offer and the Customer shall cease to have any rights in relation thereto.

- 5.6 Merchants may choose to offer loyalty programs, rewards, discounts, special sale offers ("**Merchant Offer(s)**") to the Customers. All such Merchant Offers are directly delivered to the Customers by the Merchants and not by Bank or the Issuers. Any questions, concerns or complaints the Customer may have regarding these Merchant Offers must be directly addressed to the Merchants. Bank has no responsibility for such Merchant Offers, has no influence or control over the Merchants and their Merchant Offers. All such Merchant Offers have no cash value, and Merchant may choose to discontinue or withdraw its Merchant Offer any time.

6 INTEROPERABILITY

- 6.1 The Bank may enable interoperability features having regard to the applicable law and regulations, including the RBI PPI Directions from time to time, and the same shall be governed by such terms and conditions as the Bank may prescribe and the Customer shall be bound by the same.

7 AUTHORIZING A PURCHASE

- 7.1 By selecting the PayZapp purchase option at a participating Merchant, or the Merchant within the PayZapp Application, the Customer authorizes a charge to the Customer's Linked Card(s), or the Customer's PayZapp PPI, or the PayZapp UPI, as required to complete the purchase. In all transactions where the Customers are entitled to a credit to the Customer's card or PayZapp PPI, the Customer authorizes Bank to initiate the credit to the relevant instrument which was used to affect the transaction.

8 PAYZAPP PURCHASE INFORMATION

- 8.1 By choosing to register, use and pay with PayZapp PPI or by using a Linked Card through the PayZapp Application, each of the Customers shall be deemed to have given Bank express permission to share with the Merchants and the agents, sub-contractors and representatives of Bank, all information regarding the Customer and the Customer's purchases.

9 FEES FOR USE OF PAYZAPP SERVICES

- 9.1 In consideration of Bank providing to the Customer certain PayZapp Services, which includes transferring of amount from PayZapp PPI to the bank account of the Customer, the Customer shall be required to make payment to Bank of such fees and charges as may be applicable. The charges and fees that shall be applicable to Customers undertaking the specific PayZapp Services has been given at <https://v.hdfcbank.com/htdocs/common/PayZapp/index.html> provided that the same may be changed at the sole discretion of the Bank from time to time as the Bank may communicate to the Customer (whether through the PayZapp Application or otherwise), which intimation shall also be provided prior to the Customer effecting such a transaction. It shall also be the duty of the Customer to keep itself apprised of such charges and fees and changes thereto.
- 9.2 The Customer hereby agrees that the use of certain services on the PayZapp Application, which includes transferring of amount from PayZapp PPI to the bank account of the Customer, shall involve charges and fees which are specific to the relevant service and shall be payable by the Customer as a condition for availing of the relevant service.
- 9.3 All such charges, fees, etc. as above shall be exclusive of Taxes thereon or in relation thereto or in relation to the transaction in question, and all the said Taxes shall be solely and entirely borne and incurred by the Customer and shall be to the Customer's account.
- 9.4 The Customer hereby irrevocably and unconditionally authorizes Bank to deduct and debit the fees and charges and Taxes as above from the PayZapp PPI or any other account or deposit held by the Customer with Bank.
- 9.5 All present and future Taxes on and in relation to any transaction (including on any payment or transfer) through or to the PPIs herein or pursuant hereto, including on any fees, commissions or charges payable to Bank, and whether in law payable by/chargeable to Customer or Bank or any other person, whether applicable now or in future, shall be to the account of, borne and paid solely and entirely by the Customer in addition to and over and above any payments/reimbursements to Bank together with the Taxes on reimbursements, if any, and accordingly all the payments and reimbursements to the Bank shall be exclusive of any Taxes. Without prejudice to the generality of the above, the entire stamp duty, if any on these Terms and Conditions and any other related documents, shall be solely borne and incurred by the Customer.

10 UNAUTHORIZED OR ILLEGAL USE AND RELATED AUTHORIZATIONS

- 10.1 The Customer shall be responsible for using the PayZapp Services in compliance with Applicable Law including without limitation all rules, financial service regulations issued by the Reserve Bank of India, the issuing bank and the Card Associations.
- 10.2 The Customer agrees and acknowledges that Bank may, at any time without notice or reason to the Customer, decide not to process any transactions, and block or suspend the PayZapp App and the use of the PayZapp Services if Bank believes that the use of any of the PayZapp Services is in violation of Applicable Law or which may expose the Customers, the Bank, the Issuers, the Merchants, or other PayZapp users to harm. Harm includes but is not limited to financial loss, compromise of privacy of personal information. Bank shall not be in any way held liable for any losses, expenses, costs etc. suffered or incurred by the Customer due to this suspension or termination.
- 10.3 The Customer agrees that PayZapp Services are provided primarily for use of the Customer under the terms of this Terms and Conditions Document and the Customer's registration is associated with the email, mobile phone number and device mapping. The Customer agrees and undertakes that the Customer shall under no circumstance share the Customer's PayZapp access credentials or permit others to use the Customer's identity in the use of PayZapp Services. If a Customer is found to be violating this Terms and Conditions Document, Bank reserves its rights to prevent the relevant Customer from using PayZapp Services any further. The Customer also agrees that the Customer shall be solely responsible for any consequences resulting from any unauthorized use of the PayZapp Services.

11 CUSTOMER SERVICE AND SUPPORT

- 11.1 The Customer understands and agrees that PayZapp customer services are limited to the use of the PayZapp Services. Bank is not responsible for the goods and services that the Customer purchases using the PayZapp Services. The Merchants that the Customer chooses to purchase the goods and services from are responsible for all customer services related to those goods and services, including order fulfillment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and issues concerning experiences with a Merchants personnel, policies, or processes. The Card Associations, and/or other entity issuing the Card, is responsible for customer service related to the Card.

12 ELECTRONIC NOTIFICATIONS

- 12.1 By acceptance of this Terms and Conditions Document, the Customer confirms that the Customer has read and understood and agrees with the PayZapp electronic notification policy. As per this policy Bank may provide all notifications and legal disclosures about the Customer's PayZapp Services to the Customer's electronically. This includes but is not limited to notifying the Customer on the Customers mobile phone, through the PayZapp Application, via the Customer's email addresses registered with the Customer's / Bank, or [posting on websites].

13 SPECIFIC CONSENTS, DISCLOSURES ETC.

- 13.1 By acceptance of this Terms and Conditions Document, the Customer hereby agrees and accepts the Privacy Policy of the Bank available at <https://www.hdfcbank.com/personal/useful-links/privacy>
- 13.2 The Customer hereby 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:
- 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;
 - for Derivation and sharing any Derivative Data (between Bank and any Processing Entity) in connection with the aforesaid purposes;
 - 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;
 - deploying any analytics, automated processing, algorithms, robotics, profiling, encryptions, coding, anonymizations, etc., for any of the aforesaid.

- 13.3 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.
- 13.4 For the aforesaid consents, authorizations and purposes covered above, it shall be deemed that the Customer has furnished all the Data separately under this consent.
- 13.5 In relation to PAN and related information, the Customer irrevocably authorises Bank and gives consent to Bank including for authentication, in accordance with and as mentioned in **Schedule 2** hereto. The references therein to "I", "me", etc and the cognate variations thereof shall be to the Customer.
- 13.6 The Customer wishes to avail of the Bank's products and services, and requests the Bank to assess the Customer's eligibility and/or credit worthiness from time to time, for the Bank's products and services. For the said purposes, the Customer hereby consents to the Bank to share/ receive, the Customer's data, with/ from the credit information companies, the Bank's service providers, agents and/or third parties and obtain scores, reports and information for determining the Customer's eligibility and/or credit worthiness.
- 13.7 The Customer agrees that the aforesaid consents/ authorizations for the aforesaid purposes shall survive beyond the validity of such application/ tenure of the Product/ consummation of any transaction.
- 13.8 The consents given or denied under this Terms and Conditions Document do not limit any other consents obtained or given.

14 USER CONTENT

- 14.1 The Customer agrees that PayZapp Services are provided primarily for the Customer's use and the Customer shall not upload any photos, videos, audio or other digital content unless the Customer has created the content himself/herself or are clearly in possession of the necessary rights to use such content. If found violating this Terms and Conditions Document, Bank may choose to prevent the Customer from using PayZapp Services any further. The Customer also agrees that the Customer is solely responsible for any consequences resulting from any unauthorized use of such content.

15 SUPPORTED DEVICES AND DATA SERVICES

- 15.1 Bank reserves the right to choose the devices, software platforms, versions, networks, methods, and data services that will be supporting the PayZapp Application. From time to time Bank will publish the officially supported tools, technologies, and versions which shall contain terms and conditions which are applicable for use of the PayZapp Application of different instruments. The Customer will comply with these terms and conditions at all times. Any attempts to work around these published requirements or to modify unsupported versions for use in PayZapp Application will be treated an unauthorized use and violation of this Terms and Conditions Document.
- 15.2 There shall be no obligation on the Bank to support all the versions of existing Mobile Phone operating systems and new versions of Mobile Phone operating systems as and when those are released. The Bank shall have the sole discretion to withdraw support to existing version of operating system without prior notice/intimation to the Customers in this regard.

16 ACCESS TO MERCHANT SERVICES

- 16.1 Bank reserves the right to add and remove merchants from the PayZapp program and the Customer agrees and acknowledges that the addition or removal of a Merchant from the PayZapp platform, shall not give rise to any rights to the Customers vis-à-vis Bank.

17 INFORMATION SECURITY

- 17.1 Bank has deployed processes and technology to prevent unauthorized use or accidental disclosure of the Customer's personal information provided to or created by using the PayZapp Services. The Customer acknowledges that the Customer is providing the Customer's personal information at the Customer's own free will and at the Customer's own risk.

18 TERMINATION AND SUSPENSION

- 18.1 Bank retains the right to terminate the Customer's access to the PayZapp App and to terminate the provision of the PayZapp Services for any reason. If and when terminated, the Customer agrees to continue to be bound by this Terms and Conditions

Document, and immediately stop using the PayZapp Services. The Customer agrees that upon such termination any rights provided to the Customer under this Terms and Conditions Document will immediately end.

- 18.2 In the event that the Bank in its sole discretion determines that the PayZapp Services are being used by a Customer in an unauthorized manner, fraudulent manner, at any prohibited locations or in breach of the terms and conditions contained in this Terms and Conditions Document or the terms and conditions provided for elsewhere on the PayZapp Application or for Offer Misuse or for any other misuse or suspicious or fraudulent activity, or if there is an indication that the Customer or some other person is trying to take undue advantage (e.g., carrying out transactions without genuine intention of taking the goods or services but to engage in cancellations, returns, exchanges etc. for earning cashbacks or rewards), Bank reserves the right to suspend or terminate provision of the PayZapp Services and close the relevant PayZapp PPI. In the event of suspension or termination of the PayZapp Services, Bank shall be authorized to block access of the Customer to the PayZapp Application and refuse to process any transactions already effected by the Customers using the PayZapp Application. Bank shall not in any way be held responsible or liable for any losses, expenses, costs etc. suffered or incurred by the Customer due to this suspension or termination.
- 18.3 The Customer agrees and acknowledges that Bank may in its absolute sole discretion permanently disable the PayZapp account of the Customer without any notice to the Customer if Bank believes that the Customer has indulged in Offer Misuse or entered into fraudulent transactions including but not limited to transactions that do not involve any actual sale or transfer of goods or services from merchant/vendor to the Customer. If the Customer's PayZapp PPI account is disabled under this Clause, the Customer is advised to open a new PayZapp PPI account without duplication of the fraud-identified mobile number or PAN or Mobile Device.
- 18.4 The Customer agrees that Bank has no liability to the Customers for any form of damages, compensation, penalty, and reimbursement in connection with the Customers use of PayZapp Services wherever there is no fault of the Bank.
- 18.5 The Customer also agrees that under no circumstance is the Customer exempted from any obligations to pay fees, costs, complete the transactions, or pay any other monies owed by the Customer under this Terms and Conditions Document.

19 LICENSE TO USE PAYZAPP

- 19.1 The Customer's license to use PayZapp Application is limited. As per this Terms and Conditions Document the Customer has been granted a non-exclusive, cancellable, non-transferable license to use the PayZapp Application. The Customer shall not, or permit any third-party to (i) sublicense, (ii) resell, (iii) modify, (iv) copy, (v) publish, (vi) publicly display, (vii) upload, (viii) transmit, (ix) post, (x) distribute, (xii) transfer rights granted to the Customer under this Terms and Conditions Document (xiii) work around or bypass technical limitations either by manual processes and / or using technology and tools, (xiv) permit third-parties to benefit via resell, rent, lease, timeshare, or service bureau agreements, (xv) take any actions not permitted under this Terms and Conditions Document that may either intentionally or inadvertently affect the terms and conditions and / or permitted use of the PayZapp Application by the Customer or others, (xvi) decompile, disassemble, or reverse engineer develop extensions or derivative works of any PayZapp content, information, materials, design, concepts, processes, color or design themes, text, fonts, images, icons, transaction sequence, user interfaces, or user experience, (xvii) violate any third-party rights including without limitation the right to privacy. Further the Customer shall take no actions that may affect the quality of service by increasing disproportionate load, introducing vulnerabilities in the permitted device of use, the service infrastructure, create denial of service situations in PayZapp. Bank owns the title, copyright and other worldwide intellectual property rights over PayZapp, the intellectual property rights including all patent rights, copyrights, trademarks, service marks, trade secret rights that exist today in PayZapp and those that may be created in the future. Any violation of these rights constitutes a breach of this Terms and Conditions Document. Nothing herein or pursuant to use of PayZapp Services, shall create any kind of right (except the aforesaid limited license), title or interest, in favor of the Customer over or in relation to any of the intellectual property rights including all patent rights, copyrights, trademarks, service marks, trade secret rights that exist today in PayZapp and those that may be created in the future, or any data or information that is or may be generated through its use.

20 INDEMNITY

- 20.1 The Customer agrees to indemnify, defend, and hold harmless the Banks, the Issuers and service providers including employees, directors, agents, affiliates, and authorized representatives of the Bank from any and all claims, costs, judgments, penalties, Taxes assessments, damages, losses, interest and expenses including reasonable attorney fees without limitation arising out of any claims, actions, audits, investigations, inquiry, or other proceedings initiated by individuals or other entities arising

out of or relating to the Customer's use of PayZapp Services, the PayZapp Application or any alleged breach of the terms of this Terms and Conditions Document.

21 REPRESENTATIONS AND WARRANTIES

- 21.1 The Customer represents that: (a) the Customer is at least 18 years of age, is of sound mind and is competent to contract in accordance with the law, and is accepting these Terms and Conditions with full understanding and free will, (b) the Customer is eligible to register and use PayZapp Services and have the right, power, understanding, and ability to agree to the terms and conditions contained in this Terms and Conditions Document of the Customers own free will, (c) the personal information provided by the Customer during registration and at all times during the use of PayZapp is the Customers own and the Customer has the right to use it, (d) the Customer will use PayZapp per the terms of this Terms and Conditions Document, (e) the Customer will not undertake any actions to violate this Terms and Conditions Document, and (f) the Customer is not barred by any Applicable Law in India from opening, operating and maintaining any bank accounts and availing of banking services.

22 WARRANTIES

PayZapp services are provided on an "as is where is" and on a "when available" basis. Use of PayZapp Application and PayZapp PPI is at the customers own risk. PayZapp Application and PayZapp PPI is provided without warranties of any kind, whether express or implied, to the maximum extent permitted by applicable law, including, but not limited to (a) implied warranties of merchantability, (b) applicability for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by the customer from PayZapp or issuers or other related service providers will create any warranty not expressly stated herein. Bank, issuers, its processors, its providers do not warrant that the content is accurate, reliable or correct; that PayZapp Application and PayZapp PPI will meet the Customers requirements; that any defects or errors will be corrected; that PayZapp services will be available at any particular time or location, uninterrupted or secure; or that PayZapp is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of PayZapp is downloaded at the customers own risk and the customer will be solely responsible for any damage to the customers property or loss of data that results from such download. Bank does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a merchant or other third party through PayZapp or any hyperlinked website or service, or featured in any banner or other advertising, and Bank will not be a party to or in any way monitor any transaction between the customer and third-party providers of products or services. To the maximum extent permitted by applicable law, in no event shall Bank, its processors, its suppliers, or its licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of Bank. Under no circumstances will Bank be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of PayZapp, the Customer's PayZapp PPI, or the information contained therein.

23 LIMITATION OF LIABILITY AND DAMAGES

- 23.1 To the maximum extent permitted by applicable law, Bank, issuers, its processors, its suppliers, and its licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from the customers access to or use of PayZapp; (iii) any unauthorized access to or use of PayZapp secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from PayZapp Application and PayZapp PPI ; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through PayZapp Application by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through PayZapp Application ; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party.
- 23.2 In no event shall PayZapp, issuers, its processors, agents, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable to the customers for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding INR 500 (Rupees five hundred only).
- 23.3 This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Bank has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in India.

23.4 PayZapp is controlled and operated from facilities in India. Bank makes no representations that PayZapp is appropriate or available for use in other locations. Those who access or use PayZapp from other jurisdictions do so at their own volition and are entirely responsible for compliance with all Applicable Laws of the Republic of India and local laws and regulations, including but not limited to export and import regulations. The Customer may not use PayZapp if the Customer is a resident of a country embargoed by India, or are a foreign person or entity blocked or denied by the government of India. Unless otherwise explicitly stated, all materials found on PayZapp are solely directed to individuals, companies, or other entities located in India. Notwithstanding anything to the contrary contained in the foregoing, the Customer agrees and acknowledges that the PayZapp PPI cannot be used for effecting cross-border transactions.

24 GRIEVANCE REDRESSAL FRAMEWORK AND CUSTOMER PROTECTION

- 24.1 “**Disputes**” between the Customer and Bank are defined for the purposes of this Terms and Conditions Document to include any claim, controversy, or disagreement (whether involving contract, tort, equitable, statutory, or otherwise) between the Customer and Bank including but not limited to any claims relating in any way to this Terms and Conditions Document (including its breach, termination, or interpretation), any other aspect of our relationship, PayZapp advertising, and any use of PayZapp software or services. Disputes also include any claims that arose before this Terms and Conditions Document and that may arise after termination of this Terms and Conditions Document.
- 24.2 If a Dispute of any kind arises, Bank shall endeavour to address the Customers’ concerns effectively and in a timely manner. The Customer is requested to reach out to the Bank at the grievance redressal mechanism mentioned below with any Dispute within 60 days of the transaction. If Bank cannot resolve the Customers concerns in a reasonable amount of time, Bank agrees to an informal and inexpensive dispute resolution process.
- 24.3 The grievance redressal mechanism and escalation matrix along with details are given on the Payzapp App and the Customer can avail of this facility on the Payzapp App by clicking on the App menu – Profile – Grievance redressal.
- 24.4 The Customer undertakes to update and keep itself apprised and updated with the same and any changes that may be made by the Bank from time to time thereto.
- 24.5 As per the RBI PPI Directions, the Customer shall also have recourse to the Banking Ombudsman Scheme for grievance redressal.
- 24.6 The Customer acknowledges that it has read and understood the Bank’s Overall Customer Protection Policy including the procedure to be followed in case of loss or theft of card or authentication data or if any fraud / abuse is detected as also the amount and process of determining customer liability in case of unauthorised / fraudulent transactions involving PPIs, which are available on Bank’s website at [●]. This framework shall mutatis mutandis apply to the transactions and services covered herein.

Recommendation: For unauthorized transaction, please report the same by raising a ticket on the Payzapp App, by clicking on the app menu – Help centre – Transaction tab – Select transaction and raise a ticket.

The Bank’s website has the following link updated for reporting unauthorized transactions:
https://leads.hdfcbank.com/applications/webforms/apply/grievance_redressal_form.asp

- 24.7 The Customer undertakes to update and keep itself apprised and updated with the same and any changes that may be made by the Bank from time to time thereto.

25 GOVERNING LAW AND DISPUTE RESOLUTION

- 25.1 This Terms and Conditions Document and any Dispute will be governed by the laws of India. The Customer and Bank agree to arbitrate all Disputes in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment, to be conducted by a sole arbitrator mutually appointed by both the Parties. The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted in English Language. The parties agree that if the process of the courts is required to be invoked for enforcement hereof, courts and tribunals at Mumbai, India shall have exclusive jurisdiction and the customers hereby irrevocably submits to the same. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be removed, and the remaining arbitration terms shall be enforced (but in no case shall there be class arbitration). The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. For purposes of this arbitration provision, references to the Customer and Bank also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of PayZapp Services.

26 RIGHT TO AMEND

- 26.1 Bank has the right to change or add to the terms of this Terms and Conditions Document at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of PayZapp PPI or Payzapp Service with notice that Bank in its sole discretion deem to be reasonable in the circumstances, including such notice on PayZapp webpage on HDFC Bank website or any other website maintained or owned by Bank for the purposes of providing services in terms of this Terms and Conditions Document. Any use of PayZapp PPI after our publication of any such changes shall constitute the Customers' acceptance of this Terms and Conditions Document as modified. However, any Dispute that arose before the modification shall be governed by the Terms and Conditions Document (including the binding individual arbitration Clause) that was in place when the Dispute arose.
- 26.2 It shall be the responsibility of the Customer to keep himself/herself updated with the latest version of the Terms and Conditions Document and the Bank shall not be responsible for informing the Customer of any changes, deletions or additions made to this Terms and Conditions Document.

27 ASSIGNMENT

- 27.1 This Terms and Conditions Document, and any rights and licenses granted hereunder, may not be transferred or assigned by the Customer, but may be assigned by Bank without restriction.
- 27.2 In the event the Bank decides to migrate to a new service provider or sub-contractor for any or all of the PayZapp Services, the Customer shall have no objection to the same. The Customer hereby gives express consent to the Bank to share his credentials, data and migrate the data to new service provider.

28 THIRD-PARTY SERVICES AND LINKS TO OTHER WEBSITES AND MOBILE APPS

- 28.1 The Customer may be offered services, products and promotions provided by third parties and not by Bank ("**Third Party Services**"). If the Customer decide to use these Third Party Services, the Customer will be responsible for reviewing and understanding the terms and conditions associated with these services. The Customer agrees that Bank is not responsible for the performance of these services. PayZapp Services may contain links to third party websites and mobile apps as a convenience to the Customer. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Bank. The Customer agrees that the Customer access any such linked services at the Customers own risk, and that the Third Party Services not governed by the terms and conditions contained in this Terms and Conditions Document. Bank expressly disclaims any liability for these services. Please remember that when the Customer use a link to move out from PayZapp to another service, PayZapp's privacy policy is no longer in effect. The Customers browsing and interaction on any other service, including those that have a link on PayZapp, is subject to that service provider's own rules and policies.

29 COOKIES

The Customer agrees to the Cookie Policy of the Bank which is available at <https://www.hdfcbank.com/personal/useful-links/privacy>.

30 OTHER PROVISIONS

- 30.1 Except as expressly provided in this Terms and Conditions Document, these terms are a complete statement of the terms and conditions between the Customer and Bank, and they describe the entire liability of Bank and its vendors and suppliers (including processors) and the Customers exclusive remedy with respect to the Customers access and use of Bank. In the event of a conflict between this Terms and Conditions Document and any other PayZapp agreement or policy, this Terms and Conditions Document shall prevail on the subject matter of this Terms and Conditions Document. If any provision of this Terms and Conditions Document is invalid or unenforceable under Applicable Law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting this Terms and Conditions Document. The Terms and Conditions Document does not limit any rights that Bank may have under trade secret, copyright, patent, or other laws. Bank's failure to assert any right or provision under this Terms and Conditions Document shall not constitute a waiver of such right or provision. No waiver of any term of this Terms and Conditions Document shall be deemed a further or continuing waiver of such term or any other term.

30.2 The English language version of the PayZapp Terms And Conditions Document shall always prevail in case of any discrepancy or inconsistency between English language version and its translated version provided in any other language.

(Refer clause 3.2)

Additional Terms and Conditions for Payzapp PPI

1. The following terms and conditions shall be applicable to all registrations and use of the Payzapp PPI (defined hereinafter). Usage of and availing of the Payzapp PPI by the Customer will be construed as deemed acceptance of these terms and conditions mentioned herein below including the consent to register and use of Payzapp PPI.
2. **Definitions**

For the purposes of this Schedule 1, the following capitalized terms shall have the meanings assigned to them as under:

“Closure Consequences” shall mean that the PayZapp PPI shall be closed and no credits to the such PPI shall be allowed, however the balance, if any, available in such PPI may be utilised by the Customer for purchase of goods and/or services from Merchants, provided however that while fund transfer from such PPI to bank accounts or to source funding account shall be permitted for Customers having completed Full KYC Process, fund transfer from such PPI to other PPIs whether of the Bank or of other PPI issuers shall not be permitted. Provided further that if any other manner of closure or transfer to any other source/ destination/ account is permitted by the Applicable Law as may be in force from time to time, the closure/ transfers may be allowed by the Bank accordingly.

“Full KYC PPI” shall mean such prepaid instrument which can be issued ‘after completing KYC’ within the meaning of the RBI PPI Directions where the amount outstanding shall not exceed Rs.2,00,000/- at any point of time and which shall also be subject to the other terms and conditions as applicable to the same under the RBI PPI Directions and which permits the Customer to avail the PayZapp Services in the manner and upon the terms and conditions herein including the specific terms and conditions contained in Clause 4 hereof.

“Full KYC Process” shall mean the process of completion to the satisfaction of Bank, of the full ‘Know Your Customer’ requirements in relation to the Customer having regard to the RBI KYC Directions, the RBI PPI Directions, the Prevention of Money Laundering Act, 2002, rules, regulations and circulars thereunder, from time to time, and as may be amended, replaced, re-enacted, substituted, modified from time to time, subject however to the Bank’s own internal prescriptions in this regard.

“Issue Date” shall in relation a PayZapp PPI, mean the date on which such PayZapp PPI is issued/ activated originally to such Customer by the Bank.

“Limit” shall mean the respective maximum monetary limits for the transactions of loading value, outstanding balance, transfers, payments, etc. as applicable under this Terms and Conditions Document and more specifically under Clauses 3 and 4 respectively for the Minimum-detail PPI and the Full KYC PPI.

“Minimum-detail PPI” or **“Small PPI”**, shall mean such prepaid instrument which can be issued by accepting the ‘minimum details’ within the meaning of the RBI PPI Directions where the amount outstanding shall not exceed Rs.10,000/- at any point of time and which shall also be subject to the other terms and conditions as applicable to the same under the RBI PPI Directions and which permits the Customer to avail the PayZapp Services in the manner and upon the terms and conditions herein including the specific terms and conditions applicable to a Minimum-detail PPI as contained in Clause 3 hereof.

“Minimum KYC Process” shall mean the KYC process as may be devised by the Bank from time to time, as per the RBI PPI Directions applicable from time to time, which for the time being means the obtaining by the Bank of: (i) the mobile number verified with One Time Password (OTP); (ii) self-declaration by the Customer of name; and (iii) the unique identification number of any ‘mandatory document’ or ‘officially valid document’ defined under Rule 2(d) of the Prevention of Money Laundering (Maintenance of Records) Rules, 2005 (**“PMLA Rules”**), as amended from time to time, or any such document with any name listed for this purpose in RBI KYC Directions, as amended from time to time.

“PPI” shall mean the ‘prepaid payment instrument’ and shall have the meaning assigned to such term in the RBI PPI Directions.

“PayZapp PPI” shall mean such virtual Prepaid Payment Instrument within the meaning of the RBI PPI Directions, being either a Minimum-detail PPI or the Full KYC PPI, issued by the Bank electronically in the manner and upon the terms and conditions herein contained.

“RBI PPI Directions” shall mean the directions, titled “Master Directions on Prepaid Payment Instruments (PPIs)” being Master Direction CO.DPSS.POLC.No.S-479/02.14.006/2021-22 dated August 27, 2021 (updated as on November 12, 2021), issued by the RBI, as the same may be amended, supplemented and substituted, from time to time.

3. The Bank shall create and assign to the Customer, a PayZapp PPI, in the following manner:
 - 3.1. A Customer who completes the Full KYC Process, shall at the discretion of the PPI issuer, be issued a Full KYC PPI with lifetime validity, and shall be able to utilise all of PayZapp Services, at the discretion of the Bank and subject to the terms and conditions hereinafter mentioned. The Full KYC PPI is only available to the existing customers of the Bank.
 - 3.2. A Customer who completes the Minimum KYC Process, shall at the discretion of the PPI issuer, be issued a Small PPI or a Minimum-detail PPI with lifetime validity, without the option of cash loading, and shall be able to use limited PayZapp Services, at the discretion of the Bank and subject to the terms and conditions hereinafter mentioned.
 - 3.3. Customers can convert Minimum-detail PPIs into Full KYC PPIs using Full KYC Process.
4. **Specific Features of the Minimum-Detail PPI:**
 - 4.1. In addition to the other applicable terms and conditions contained in this Terms and Conditions Document, the following terms and conditions shall be applicable to the Minimum-detail PPIs (subject to any change in Applicable Law and/or any other or different or modified terms and conditions as may be communicated or prescribed by Bank in this regard from time to time):
 - (a) This PPI shall be reloadable in nature and shall be issued only in electronic form including card at the discretion of Bank, without cash loading facility.
 - (b) The amount loaded in this PPI during any month shall not exceed Rs.10,000/- and the total amount loaded during the financial year in this PPI shall not exceed Rs.1,20,000/-.
 - (c) The amount outstanding at any point of time in this PPI shall not exceed Rs.10,000/-.
 - (d) The total amount debited from this PPI during any given month shall not exceed Rs. 10,000/-.
 - (e) This PPI shall be used only for purchase of goods and services in accordance with this Terms and Conditions Document. Bank may from time to time determine the limits applicable to this PPI on purchase of goods and services within the overall PPI limit and the same shall be binding on the Customer.
 - (f) Subject to (i) below, funds transfer from this PPI to bank accounts and also to other PPIs whether of Bank or of other PPI issuers shall not be permitted.
 - (g) Cash withdrawal from this PPI shall not be permitted.
 - (h) Another Minimum-detail PPI shall not be issued to the same Customer in future using the same mobile number and same ‘minimum details’ as given in the Minimum KYC Process done for this PPI, subject to the provisions of the RBI PPI Directions in this regard.
 - (i) The Customer shall have an option to permanently close this PPI at any time subject to and after the Customer complying with the applicable KYC requirements as per the relevant RBI Regulations and the other Applicable Law to the satisfaction of Bank. The Customer can exercise the option to permanently close this PPI on the PayZapp Application. The Customer will not be able to re-access his/her PPI or any data therein once permanently closed and the outstanding balance therein if any at the time of closure, may be transferred at the request of the Customer ‘back to source account’ (i.e. the payment source from where this PPI was loaded). Alternatively, the Customer may also transfer, at the time of such closure, the said outstanding balance to the ‘own bank account

of the Customer' (subject to due verification by Bank in the manner as may be prescribed by the PPI issuer) and subject to and after the Customer complying with the applicable KYC requirements as per the relevant RBI Regulations and the other Applicable Law to the satisfaction of the Bank. The Customer hereby agrees the Bank is entitled to call for the relevant information/documents pertaining to the Customer's bank account and/or 'back to payment source' where funds have to be transferred post closure of the Minimum-detail PPI.

- 4.2. The Customer acknowledges that the features of this PPI (Minimum-detail PPI) including the aforesaid features have been clearly communicated or prescribed by Bank to the Customer in the PayZapp Application and/or by SMS or e-mail / post or by any other means at the time of issuance of the PPI and the Customer has fully understood the same and agrees to bound by the same and all the loadings and other transactions hereunder including the first loading of funds to the PPI shall be subject to the same.

5. **Specific features of the Full KYC PPI:**

- 5.1. In addition to the other applicable terms and conditions contained in this Terms and Conditions Document, the following terms and conditions shall be applicable to the Full KYC PPIs (subject to any change in Applicable Law and/or any other or different or modified terms and conditions as may be communicated or prescribed by Bank in this regard from time to time):
- (a) This PPI shall be reloadable in nature and shall be issued only in electronic form including card at the discretion of Bank.
 - (b) The amount outstanding in this PPI shall not exceed Rs. 2,00,000/- at any point of time.
 - (c) The funds from this PPI can be transferred 'back to source' (i.e. the payment source from where this PPI was loaded) or 'own bank account of the Customer' (subject to due verification by Bank) and subject to the limits in this regard set by Bank at its discretion from time to time including by taking into account the risk profile of the Customer, other operational risks, etc, which limits shall be binding on the Customer.
 - (d) Subject to the applicable provisions of the Terms and Conditions Document and the other conditions as may be prescribed by Bank from time to time, Bank may provide the facility of 'pre-registered beneficiaries' whereby the Customer can register the beneficiaries in this PayZapp PPI by providing the bank account details of such beneficiaries or the details of PPIs issued by Bank to such beneficiaries (or details of such beneficiaries' PPIs of different issuers as and when permitted by RBI and Bank for this purpose), provided that the Customer shall also be required to provide such additional details and in such manner as may be required by Bank in this regard.
 - (e) In case of such pre-registered beneficiaries as above, the funds transfer limit shall not exceed Rs. 2,00,000/- per month per beneficiary or such lower limit as Bank may set within this ceiling at its discretion from time to time including taking into account the risk profile of the Customer, other operational risks, etc, which limits shall be binding on the Customer. The funds transfer limits for all other cases shall be restricted to Rs.10,000/- per month.
 - (f) Funds transfer from such Full KYC PPI shall also be permitted to other PPIs and bank account of the Customer, as per the limits mentioned hereinabove.
 - (g) There is no separate limit on purchase of goods and services using this PPI however Bank may decide limits for this purpose within the overall PPI limit at its discretion from time to time, which limits shall be binding on the Customer.
 - (h) Bank may at its discretion, provide options to the Customer to set its own fund transfer limits under this PPI.
 - (i) The Customer shall have an option to permanently close this PPI. The Customer can exercise the option to permanently close this PPI on the PayZapp Application. The Customer will not be able to re-access his/her PPI or any data therein once permanently closed and the outstanding balance therein if any at the time of closure, can be transferred at the request of the Customer as per the applicable limits of this PPI. Funds will be credited back to source account. Alternatively, the Customer may also transfer, at the time of such closure, the said outstanding balance to the 'own bank account of the Customer' (subject to due verification by Bank in the manner as may be prescribed by the PPI issuer) and subject to and after the Customer complying with the applicable KYC requirements as per the relevant RBI Regulations and the other Applicable Law to the satisfaction of the Bank.

- 5.2. The Customer acknowledges that the features of this PPI (Full KYC PPI) including the aforesaid features have been clearly communicated or prescribed by Bank to the Customer in the PayZapp Application and/or by SMS or e-mail / post or by any other means at the time of issuance of the PPI and the Customer has fully understood the same and agrees to bound by the same and all the loadings and other transactions hereunder including the first loading of funds to the PPI shall be subject to the same.
6. **Common features of the Payzapp PPIs:**
- (a) In addition to the other applicable terms and conditions contained in this Terms and Conditions Document, the following terms and conditions shall be applicable to both the Minimum-detail PPIs and the Full KYC PPIs (subject to any change in Applicable Law and/or any other or different or modified terms and conditions as may be communicated or prescribed by Bank in this regard from time to time):
 - (b) No interest is payable on the balances in the PayZapp PPI.
 - (c) The PayZapp PPI shall be permitted to be loaded / reloaded, **in INR only**, by debit to a bank account, by linked cards, by other credit and debit cards, UPI, and other PPIs (as and when permitted from time to time by the RBI under the relevant RBI regulations and by Bank), provided that electronic loading / reloading of PPIs must be through the above payment instruments issued by the regulated entities in India.
 - (d) The Customers shall have the option to view their PayZapp PPI transactions or statement via passbook or wallet statement within the PayZapp Application. The Customers shall have the option to view the transactions of their Linked Cards.
 - (e) There shall be no remittance without compliance to KYC requirements applicable under the relevant RBI Regulations and Applicable Law.
 - (f) PPI with no financial transaction for a consecutive period of one year shall be made inactive by Bank after sending appropriate communication to the Customer. The same will be reactivated only after validation and applicable due diligence by Bank.
 - (g) The Customer shall be permitted to redeem the outstanding balance in the PPI (PayZapp PPI), if for any reason the scheme under the RBI PPI Directions is being wound-up or is directed by RBI to be discontinued.
7. **Other terms of the PPI:**
- 7.1. The Customer shall be responsible for using the PayZapp PPI in compliance with Applicable Law.
 - 7.2. The PayZapp PPI provided to the Customer is a Prepaid Payment Instrument, and as such the use of the PayZapp PPI by the Customers is subject to all terms and conditions which may be mandated by the RBI in relation to use of Prepaid Payment Instruments including without limitation the RBI PPI Directions.
 - 7.3. The Customer acknowledges that the same login and credentials, including Secure PIN, provided by the Customer for the Payzapp App, will be assigned for the PPI and other services offered by Bank herein, and that this has been clearly informed to the Customer by Bank.
 - 7.4. In case of ETB Customers, at the time of registration, and subject to successful Customer authentication, any cards issued by the Bank, linked to their account or their customer ID, shall be automatically linked to PayZapp PPI.
 - 7.5. The Customer hereby agrees and acknowledges as follows in relation to use and loading of the PayZapp PPI:
 - (a) The PayZapp PPI may only be accessed through the Mobile Device which is used at the time of registration on the PayZapp Application. The Customer agrees and undertakes that the Customer shall under no circumstance attempt to use the PayZapp PPI from any other device.
 - (b) The PayZapp PPI cannot be accessed at any ATM or on any other similar device;
 - (c) The amount outstanding on a PayZapp PPI cannot at any point in time, exceed Rs. 10,000, in case of Minimum-detail PPI, and Rs. 2,00,000, in case of Full KYC PPI, or such other limit as may be prescribed by Bank;

- (d) Any PayZapp PPI assigned to the Customer shall have lifetime validity, unless the PayZapp PPI is disabled by the Customer or the Bank at its sole discretion
- 7.6. All financial limits indicated against each type / category of the PPI (PayZapp PPI) shall be strictly adhered to by the Customer.
- 7.7. Bank may at its discretion, put in place from time to time: (i) a limit on the number of beneficiaries that may be added in a day per PPI (PayZapp PPI), (ii) suitable cooling period for funds transfer upon opening the PPI or loading / reloading of funds into the PPI or after adding a beneficiary so as to mitigate the fraudulent use of PPIs; and the same shall be binding on the Customer.
- 7.8. Notwithstanding anything to the contrary mentioned in Clauses 3 and 4, all the Limits pertaining to each type of the PPI (PayZapp PPI) shall be subject to lower ceilings as may be set by Bank from time to time as per its discretion including having regard to the risk perception of the Customer as per Bank's internal risk management policy, and all such lower ceilings shall be binding on the Customer.
- 7.9. The Customer represents and warrants to the Bank that the Customer shall not register for more than one PayZapp PPIs. At any point of time, a Customer can have maximum of one PayZapp PPI account, for ensuring which, the Bank may (without being obligated to do so), do a de-duplication exercise basis the PAN. If there are more than one PayZapp PPI accounts linked to one PAN or if a Customer has more than one PayZapp PPIs, then the Bank reserves the right to close such PayZapp PPI(s) as it may deem fit keeping only one of the PayZapp PPIs active and the same shall be binding on the Customer, and the Closure Consequences shall become forthwith applicable to such closed accounts.
- 7.10. Notwithstanding anything to the contrary herein, these terms and conditions including the specific terms and conditions applicable to the type of wallet or a PPI, shall be subject to change from time to time in accordance with the internal parameters and rules of the Bank as well as the RBI PPI Directions or other Applicable Law, and such changes shall be binding on the Customer, including in relation to various credit, debit, transfer, payment, loading limits, etc. It shall be the duty of the Customer to keep itself apprised of the changes in the RBI PPI Directions/Applicable Law as also these terms and conditions which shall be available on the mobile application.
- 7.11. In the event of any closure or termination or suspension of the Payzapp PPI, any outstanding balances in the PayZapp PPI shall be refunded to the Customer in such form and manner as Bank may deem fit, within such time as Bank may determine but in any event prior to the expiry of 180 (One Hundred and Eighty) Business Days from the date of settlement of the last transaction or date of termination (whichever is later).
8. **Handling Refunds:**
- 8.1. Subject to such terms and conditions of PayZapp PPI as it may prescribe from time to time in this regard, refunds (to the extent received) in case of failed / returned / rejected / cancelled transactions shall be applied to the PPI (PayZapp PPI), within such time as Bank may determine, to the extent that payment was made initially by debit to the PPI (PayZapp PPI), even if such application of funds results in exceeding the limits prescribed for that type / category of PPI. Provided however that nothing herein shall be construed to mean that Bank has the responsibility or liability to ensure to get such refund or make a demand therefor on the Merchants or other persons, and Bank shall only be required to ensure that the refund when it is actually received is credited to the outstanding balance of the PayZapp PPI.
- 8.2. However, refunds in case of failed / returned / rejected / cancelled transactions using any other payment instrument shall not be credited to PayZapp PPI.

(Refer clause 13.5)

By submitting the Relevant KYC Documents, the identity information, as the case may be being shared, are hereinafter collectively referred to as, “**Shared Information**”) to HDFC Bank Limited (“**HDFC Bank**”), The Customer (“**Customer**”), hereby irrevocably and unconditionally, confirm and acknowledge as under and agree to the following terms and conditions:

- 1 HDFC Bank has informed the Customer that:
 - (a) The Shared Information is being collected from the Customer in terms of the requirements of the Applicable Law in relation to the know your customer norms (“**KYC requirements**”), including more particularly, the RBI KYC Directions, PMLA Rules.
 - (b) the Shared Information is being collected from the Customer and will be used, stored, preserved, for the following purposes (“**Purposes**”):
 - (i) for KYC requirements purposes and for getting the authenticity of the same verified;
 - (ii) for linking the same to the account number(s) specified or in relation to which this consent is being given, as also all the existing, new, future accounts and/or any other relationships whatsoever with the HDFC Bank (for clarity, including any accounts, relationships, banking services, products, loans, credit facilities (funded or non-fund based), demat accounts, custodial services, trusteeship services, cards, prepaid instruments, e-wallets, payment gateways, relationships for delivery of subsidies, benefits and services, any other services, of or offered by HDFC Bank whether on its own through other persons or for or on behalf of other persons or jointly through other persons, collectively being referred to as “**Relationships**”), from time to time, in which the Customer is either an account holder (whether single or joint, and whether in own capacity or as trustee or agent) or is an authorized signatory or attorney of any of the account holders.
 - (iii) for operating the Relationships.
 - (iv) for preserving the Shared Information, as may be required under the Applicable Law.
- 2 The Customer hereby voluntarily authorizes HDFC Bank to collect, store, preserve, use the Shared Information for the Purposes, as well to store, preserve and use this form of disclosure and the consent, the logs and records in relation thereto including the electronic records, as may be required under Applicable Law or as per the internal requirements of HDFC Bank to share the Shared Information (including PAN) with National Securities Depository Limited (“**NSDL**”) or other relevant entity and getting the same authenticated or verified from NSDL (the other relevant entity) and to store and preserve the response received in this regard.
- 3 The Customer represents to the Bank that the Shared Information is correct, authentic and genuine and pertains to the Customer alone and the Customer shall not hold HDFC Bank or any of its officials responsible in case of any incorrect information provided by the Customer.

(Refer clause 3.4)

Additional Terms and Conditions for bill payments and recharges on PayZapp

"System Provider" shall mean NPCI or the relevant system provider/ regulator as applicable from time to time.

By using the bill payments and recharges services on PayZapp App, the Customer expressly authorizes PayZapp to access, use and store the bill details and the relevant account information on an ongoing basis, on the Customer's behalf for the purpose of providing bill payments and recharges services. The Customer also authorizes PayZapp to make any enquiries as necessary to satisfy about the validity of the Customer's identity.

1. The Customer agrees and accept the services as provided by the Bank at his/her request to carry out bill payments by PayZapp PPI, UPI, any Linked Card and cashback standalone as given by the Customer from time to time.
2. The Customer agrees and understands that he is responsible for the accuracy of the information he provides for fetching a bill and/or making a payment request, including the relevant account information and the amount of the Transaction, and to provide correct identification details as registered with the billing company. The Customer agrees to indemnify the Bank from any liability due to erroneous/incomplete information given by the Customer in this regard.
3. The Customer agrees that he shall be solely responsible for selecting an appropriate recharge plan as may be offered by the service providers, and for compliance with its terms. Prepaid plans, if any, provided on PayZapp, are for reference purposes only and these plans may not be up-to-date and may have changed. The Customer must check with the service provider for the latest plans and details prior to making a Transaction.
4. The Customer agrees and accepts that payment refunds for recharge and bill payments on his account will be solely as per the terms or policies of the billing company, and neither PayZapp nor the Bank shall be responsible for the same.
5. The Customer agrees that in case of any change in the Customers identification details, it is his/her sole responsibility to communicate these changes as registered with the billing company to the Bank immediately.
6. The Customer agrees that this facility will be available to him/her subject to and upon receipt of the billing company's confirmation as to the details furnished by the Customer.
7. The Customer agrees that the bill payment services shall be provided by the Bank through its sub-contractors and the Customer has no objections whatsoever to the Bank sharing the customer details to sub-contractors and the sub-contractors shall further send or receive the details of the Customer directly from the System Provider or from billing company. The Customer also has no objections whatsoever to the billing company providing the Customers billing details to the Bank.
8. The Customer agrees that all billing and payment details will be prepared by electronic means and the information contained therein will be extracted from the computerized system maintained by the billing company and the Bank respectively. The Bank is not liable for any error in the statement as provided by billing company and the Customer shall always hold the Bank harmless against any losses, damages etc. that may be incurred or suffered by the Customer if the information contained is inaccurate/incorrect/incomplete.
9. The Customer agrees that any disputes on bill details will be settled directly by the Customer with the billing company and the Bank's responsibility is limited to provision of information only.
10. The Customer understands that the payment realization time will vary depending upon the billing company selected and PayZapp will not be liable on account of delays from any billing company or third party.
11. The Customer agrees to pay the exact amount due as per the billing company's bill before the expiry of due date thereof and failing which the Customer holds the Bank harmless against the consequences thereof including in particular the non-payment of bill amount.
12. The Customer agrees that he shall be responsible for any consequences resulting from late payment including the levy of a late fee charge or any other penalty by the billing company.

13. Wherever the facility is through the Bharat Bill Payment System (BBPS) or as a Customer Operating Unit (COU) the applicable guidelines and relevant terms of NPCI or the relevant System Provider/ regulator shall also be applicable.
14. The Customer unconditionally agrees that he/she shall not hold the Bank liable for:
 - (a) Such transactions that are carried out on the Customers instructions by the Bank in good faith.
 - (b) Not carrying out such instructions where the Bank has reason to believe (which decision of the Bank, the Customer shall not question/dispute) that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.
 - (c) Accepting instructions given by any one of the Customer in case of joint accounts.
 - (d) For any loss or damage incurred or suffered by the Customers due to any error, defect, failure or interruption in the provision of bill payment services arising from or caused by any reason whatsoever.
 - (e) Withdrawing/suspending the facility wholly/partially where Bank on a best-effort basis has tried to notify the Customer through its website or through any legally recognised medium of communication giving a minimum notice of 30 days.
15. The Customer agrees that the record of instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.
16. The Customer agrees that all transactions other than those executed instantaneously by the Bank, that is those requiring processing by the Bank/billing company will be carried out only during business hours and the value dates if any, will follow the operating hours /days decided by the Bank /billing company.

Schedule 4

(Refer clause 8.1)

(Cashback – Additional Terms and Conditions)

The below terms and conditions shall be additionally applicable to any Cashback:

1 **Definitions:**

“**Cashback-Non-Eligible Accounts**” shall mean the Customers, which as per the Bank’s discretion will be not eligible for Cashback Offers or for receiving the Cashback. Even if it’s not indicated on the Merchant platform, such Customers will not get the Cashback.

“**Validity Period**” shall have the meaning assigned to such term in Clause 11 of this Schedule.

- 2 If a transaction has been made through PayZapp, then these terms and conditions shall be applicable even if the same were not specifically highlighted or a link to the same was not displayed on the merchant webpage/app. To the extent of any conflict between the terms and conditions displayed on the merchant website/app and this document, the terms of this document shall prevail.
- 3 The maximum Cashback a Customer is entitled to on an aggregate basis from all the purchases or transactions or events, per month, shall be any such amount as the Bank may prescribe in this regard from time to time. This limit shall be calculated basis the PAN of the Customer.
- 4 A Customer shall be allowed Cashback for maximum of such number of Transactions per day as shall be prescribed in this regard by the Bank from time to time. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit.
- 5 A Customer shall be allowed Cashback for maximum of such number of Transactions per day per Merchant as shall be prescribed in this regard by the Bank from time to time. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit. For the purposes of determining the Merchant, the Bank may go by the Merchant name, MCC, TID, MID or Merchant PAN, or any or all of them.
- 6 A Customer shall be allowed Cashback for maximum of such number of Transactions per month as shall be prescribed in this regard by the Bank from time to time. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit.
- 7 A Customer shall be allowed Cashback for maximum of such number of Transactions per month per Merchant as shall be prescribed in this regard by the Bank from time to time. This limit however shall be calculated per Mobile Device and in case of Transactions taking place from the same Mobile Device, whether for one or more Customers, the single limit shall be applicable for all such Customers taken together and each such Customer shall not have a separate limit. For the purposes of determining the Merchant, the Bank may go by the Merchant name, MCC, TID, MID or Merchant PAN, or any or all of them.
- 8 For each purchase, the PPI issuer may set up for use of Cashback, a maximum and/or minimum limit, in its discretion, and such limit shall be binding upon the Customer.
- 9 Any Cashback received by the Customer shall be redeemable/ utilisable only for the Transactions and in the manner, as may be determined by the Bank from time to time.
- 10 Cashback shall accrue to the Customer in accordance with the terms as may be prescribed by the Bank from time to time.
- 11 The Bank may prescribe a period within which time any Cashback provided to the Customer if not utilised may lapse and expire automatically and the Customer shall be solely and entirely responsible for monitoring this expiry period (“**Validity Period**”), and the Bank shall not be required to issue any advice or notice or notification before or after such lapse or expiry, to the Customer, whether through the PayZapp Application or by way of sms or email or any other method. The Cashback which lapses or expires

as above, shall not be reinstated and the Customer shall not be able to use the same in any manner whatsoever. The Customer shall be fully liable for the same.

- 12 In case the Customer has already received Cashback, and if there is any refund from or on behalf of the Merchant on account of the underlying transaction having been declined, cancelled or terminated or partly or fully reversed or wrong goods dispatched or goods or services returned, or for any other reason, then the amount equivalent to Cashback shall be first payable to the Bank and the Bank shall be entitled to undertake any of the following steps at its discretion, without any notice to or permission from the Customer:
 - (a) adjust and appropriate for itself (Bank) from the amount of refund, an amount equivalent to the Cashback amount already credited, and to credit to the Customer only the balance amount after such adjustment;
 - (b) debit the Cashback balance from the Customer's account; and
 - (c) debit the Cashback balance from the Customer's account and appropriate the same (as and when the same becomes available).
- 13 In case the Bank decides to reverse any Cashback on account of an Offer Misuse, then the amount equivalent to Cashback shall be first payable to the Bank and the Bank shall be entitled to undertake any of the following steps at its discretion, without any notice to or permission from the Customer:
 - (a) debit the Cashback balance from the Customer's account, if available;
 - (b) if the Cashback balance is not available or insufficient, then debit the Cashback balance from the Customer's account and appropriate the same (as and when the same becomes available); and
 - (c) adjust and appropriate for itself (Bank) from the amount of refund, an amount equivalent to the Cashback amount already credited, and to credit to the Customer's account only the balance amount after such adjustment.
- 14 Bank reserves the right to suspend, cancel or withdraw the Cashback offer at any time in its absolute sole discretion without any notice to the Customer.

(Refer Clause 3.3)

Additional terms and conditions cum disclaimer for Smartbuy

Before clicking on 'Smartbuy' or availing of or using Smartbuy through PayzApp, the Customer is advised to carefully read and understand these terms and conditions as the same are binding.

1. PayZapp is providing the payment gateway for the Merchants shown on the PayZapp App and payments for purchases of certain products or services from such Merchants by the Customers can be made using PayZapp.

However, the Bank is not promoting, marketing or referring any Merchants or their products or services to the users of PayZapp, and the Bank is only promoting usage of Bank's own cards or of the payment gateway services of the Bank with these Merchants. Bank will not be party to any such transactions and the same will be between users and Merchants, independent of the Bank.

2. The Bank does not buy the products or avail of the services under offers as aforesaid from the Merchants and then sell the same to its Customers. Neither does the Bank barter or exchange the products or services either on its own account or for its Customers.
3. The Bank does not act as an express or implied agent of the Merchants/the owners of the products or services vis-à-vis the Customers. The Merchants/owners of the products or services also do not act as an express or implied agent of the Bank vis-à-vis the Customers.
4. The Bank merely displays on PayZapp / Smartbuy the availability of the offer on a product or service if purchased / availed of through the Bank Instruments or payment gateway.
5. The Bank does not invoice the products or services to the Customers. The Bank is not involved in the logistics, storage, delivery or serviceability of the products and services.
6. The Bank does not take any responsibility of delivery or quality of the product or service.
7. Further, the Bank does not make or give any representation or warranty about the products or services or about the Merchants.
8. The Bank does not certify suitability, appropriateness, quality, fitness, track record of any of the products or services or of any of the Merchants.
9. If the Customer successfully avails the offer, the value of such offer is transferred to the Customer in the form of Cashback, reward points, discounts, etc.
10. By clicking on the Merchants, the Customer will be exiting PayZapp and entering the page owned/ controlled by the Merchant and the Customer shall be governed by the terms and conditions/ terms of use and policies of the Merchant from thereon.
11. The Customer hereby agrees and consents to the Bank and its service providers sharing its information and data including personal data, demographic information, session log in details, user id, email id and related information with its other service providers for the purpose of continuing its log-in session on the PayZapp and extending the same on the Smartbuy page/ systems and/or back-end systems of the Bank, for undertaking analytics, for sending nudges in case of pending sessions, for marketing, for developing models and business strategies, for monitoring, for evaluating and improving the quality of services and products and for other legitimate purposes of the Bank.

12. If the Customer opts for the 'Do not show again' option on the PayZapp screen for the consent/ terms and conditions, then the Customer agrees to this consent as a one-time consent to be applicable for all its future sessions/ log-ins through PayZapp and agrees and confirms that it does not want to be shown the abovementioned disclaimers/ consents each time prior to being re-directed to the Merchants.

(Refer clause 3.5)

Terms and Conditions governing UPI Services

Before usage of the UPI Services, the Customer being the user of UPI Services (“User”, for the purposes of this **Schedule 6**) is advised to carefully read and understand these terms and conditions as the same are binding.

1. These Terms and conditions shall be applicable to all UPI registrations and UPI payment transactions initiated by the user on PayZapp App, as defined herein below, through PayZapp App, for the purposes defined and any other services added afterwards.
2. Usage of PayZapp App and availing of the UPI Services by the User will be construed as deemed acceptance of these terms and conditions mentioned herein below including the consent to register and use of UPI Services. This shall include and not limit to transfer of funds and payment to merchants via UPI P2P & P2M respectively.

3. **Definitions**

For the purposes of this Schedule 6, the following capitalized terms shall have the meanings assigned to them as under:

“**Account(s)**” shall mean the domestic savings, current or any other bank account(s) held and maintained with Banks that are allowed to operate in India and are allowed by their respective issuing banks for the purpose of UPI.

“**Beneficiary Bank**” shall mean the Bank holding a bank account of the receiver where the credit of the UPI instruction is received from the payer to be executed either in real time basis or periodically with a settlement process.

“**Beneficiary**” means the person’s account details where in the transfer amount is supposed to be credited.

“**Merchant/s**” shall mean and include online, mobile-app based and offline merchants who provides goods and/or services in exchange for payment through UPI

“**P2M**” or “**peer-to-merchant**” refers to the transaction type where the remitter is an individual and the beneficiary is a merchant or an entity (not an individual/ human being).

“**P2P**” or “**peer-to-peer**” refers to the transaction type where both the remitter and the beneficiary, which are party to the transaction are individuals.

“**Payment Order**” means an unconditional instruction issued by the User in writing or transmitted electronically to the payee bank through UPI, whether by using a QR Code or a UPI registered mobile number or VPA or such other factors of the recipient/ beneficiary/ Merchant as may be permissible under the UPI framework from time to time.

“**Payment Service Provider (PSP)**” shall mean entities which are allowed to issue UPI IDs to the Users and provide payment (credit / debit) services to individuals or entities and regulated by the Reserve Bank of India, in accordance with the Payments and Settlement Systems Act, 2007.

“**Remitter Bank**” shall mean a bank holding a bank account of the payer where the debit of the UPI instruction is received from the payer to be executed on real time basis.

“**Transaction Data**” shall mean all such information and data that gets generated by various payment transactions of the Customer or the transactions where the User is a recipient of funds or any other transactions or requests of the User or for the benefit of the User as may be permitted from time to time under the UPI framework as being part of the UPI Facility, all such transactions or requests taking place during the usage of the UPI Facility or pursuant to any direct or indirect usage of the UPI Facility whether as the payer or payee or otherwise; or (ii) any activities towards or under or pursuant to any of the Purposes or Interested Products.

“**User’s Mobile Number**” means the specific mobile phone number registered by the User on PayZapp.

“**UPI**” shall mean Unified Payments Interface Service offered by NPCI in collaboration with its member banks.

“**UPI Facility**” shall mean the Unified Payments Interface Service based electronic fund transfer and fund collection facility provided by PayZapp to its users through the NPCI UPI System as per the guidelines.

“**UPI PIN**” means a four or a six-digit numeric PIN used for authenticating services provided under UPI.

“**Virtual Payment Address (VPA)**” or “**UPI ID**” is a payment identifier for sending / collecting money. UPI IDs are aliases to Account No. & IFSC. This enables the user to complete a transaction without having to enter the account credentials of the beneficiary. A Virtual Payment Address comprises two parts, an identifier that is different for each user and a handle which is different for different PSPs. Users on PayZapp will always have their mobile number used for PayZapp registration as their identifier and @pz as the handle. PayZapp reserves the right to change or add additional UPI handles from time to time and the same will be communicated to users as applicable.

“**UPI Mandate**” or “**Mandate**” means the service made available by NPCI to users of UPI applications following the UPI 2.0 standards.

“**Mandate Creation**” means to setup the one-time/recurring standing instruction on Customer’s account based on a UPI Mandate Creation request approved by the UPI registered user.

“**Mandate Execution**” means the debit of funds from the Customer’s account post successful creation of the Mandate request for an approved frequency and time.

“**UPI Number**” means a bank-verified phone number or custom 8-9 number used as an identifier of the Customer’s UPI ID. It allows the User to send/receive money, regardless of the app the user is on. The Customer is allowed to create up to 3 UPI numbers on its UPI ID.

“**UPI UDIR**” means the Unified Dispute and Issue resolution mechanism provided to raise and receive online resolution on the UPI disputes/complaints.

4. In relation to UPI payment transactions, PayZapp App is authorised by NPCI to facilitate payment transactions. Further, the use and processing by PayZapp App and the Bank of the Customer’s personal data available during or pursuant to UPI transactions is subject to the privacy policy available on the Bank’s website.
5. **Terms governing PayZapp UPI Setup**
 - (a) The User agrees, accepts and consents PayZapp to use his mobile number as identifier to create UPI ID/VPA and register it for sending and receiving payments in the bank account linked to the UPI ID. Creation of the UPI ID requires the User to link any bank account and use it for fund transfers i.e. send/receive money and payment to merchants. All such Users will be allowed to create only one UPI ID with handle @pz and are allowed to conduct various UPI transactions under UPI P2P and P2M. This shall include send/receive money to/from UPI ID, UPI Number/Mobile Number, Account +IFSC, Scan and Pay, Intent, Balance enquiry and any other transaction modes added from time to time.
 - (b) The User also agrees and understands that authentication with UPI PIN will be necessary for all UPI transactions and the linked bank account will always be debited upon its usage.
 - (c) The User agrees and specifically consents to PayZapp to register for ‘UPI Number’ on the centralised mapper operated by the NPCI (i.e., the Numeric UPI ID Mapper) and any other databases as NPCI may require and notify from time to time. UPI Number will be user’s registered mobile number or custom 8-9 digit number used to send and / or receive funds on the PayZapp App using ‘UPI Number’.
 - (d) The User agrees and understands that UPI onboarding and registration process will be in accordance with the NPCI guidelines and PayZapp is entitled to act as per the instructions therein, which includes (without limitation) sharing the User’s UPI details with the NPCI and linking its primary bank account or its UPI ID/VPA to the User’s ‘UPI Number’.
6. **Sharing of Information and Customer Communication**

- (e) The User irrevocably and unconditionally authorizes PayZapp and the Bank to access and / or share all the User's Account(s) and records for the purpose of providing the UPI Facility. The User agrees that the Bank and its affiliates (or their contractors) may hold and process its personal information and all other information concerning its Account(s) or otherwise in connection with the UPI Facility as well as for analysis, credit scoring and marketing.
- (f) User agrees and specifically consents to receive communication relating to and not limited to transaction notifications, promotional messages and feedbacks on channels including WhatsApp as deemed necessary by PayZapp from time to time. This includes collection, storage, and use of User information for communications from or with PayZapp.
- (g) User agrees that the permissible transaction amount for UPI, and the maximum number of transactions allowed per day shall be decided by PayZapp in its discretion, in accordance with the guidelines set by NPCI or RBI, from time to time.
- (h) User agrees and accepts that upon entering the wrong UPI PIN 3 times, PayZapp can block the user from conducting any further UPI transactions for 24 hrs.
- (i) PayZapp does not hold out any warranty and makes no representation about the quality of the UPI Facility. The User agrees and acknowledges that PayZapp shall not be liable and shall in no way be held responsible for any damages whatsoever whether such damages are direct, indirect, incidental, or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the User on PayZapp.
- (j) Payzapp is only a facilitator of UPI payment and not a party to these payment transactions. The User shall be responsible for all transactions, including fraudulent / erroneous transactions using the UPI Facility through the use of his / her mobile phone, UPI PIN, password / biometric authentication regardless of whether such transactions are in fact entered into or authorized by the User. The User shall be responsible for the loss / damage, if any suffered.
- (k) PayZapp shall not be liable for any loss, claim or damage suffered by the User arising out of or resulting from failure of an UPI transaction on account of time out transaction i.e., where no response is received from NPCI or the beneficiary bank to the transaction request and / or where mobile number or UPI ID or account number of the beneficiary does not exist.
- (l) The details of transactions conducted using the PayZapp UPI will be recorded, and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions. PayZapp may store the transactional details for a period which it may deem fit for the Bank.
- (m) PayZapp shall make all reasonable efforts to ensure the User information to be kept confidential however it shall not be responsible for any inadvertent divulgence or leakage of confidential User information for reasons beyond its control or by action of any third party.
- (n) PayZapp UPI services may be suspended due to maintenance or any breakdown in the network / hardware / software, any emergency or for security reasons without prior notice and PayZapp shall not be responsible for any losses / damages to the Users.
- (o) User shall not hold PayZapp responsible for initiating payments to the wrong Beneficiary and there is no obligation to reverse the fund transfer. The User shall be solely liable and responsible for the correctness of all information pertaining to the beneficiary and the transaction.

7. Termination of PayZapp UPI services

PayZapp in its sole and absolute discretion has the right to suspend or terminate the user from UPI Services, without notice and without liability to the user or any third party, for any reason, including without limitation inactivity or violation of these combined Terms and Conditions or other policies that may be established from time to time

8. Terms governing UPI Mandates:

The Customer agrees and understands that PayZapp holds no responsibility or liability in case of any loss incurred by the customer via a UPI mandate creation or execution. The Customer accepts that it is the responsibility of the customer to ensure that correct payment information is provided at the time of mandate creation. Customer further agrees and accepts the below terms in relation to the use of UPI mandates feature on the PayZapp UPI.

- a)UPI Mandates can be created for One-time and recurring mandates.
- b)UPI ID created and used for mandate setup cannot be disabled until the said UPI mandate has been executed / revoked or expires.
- c)The invoice visible to the customer via UPI on the PayZapp App is generated and shared by the merchant / IPO entity. PayZapp in no manner is responsible for generation of the invoice or the contents of invoice. PayZapp only transmits the invoice details received from the merchant via NPCI and holds no responsibility or liability for any loss incurred by the customer due to any incorrect information supplied within the invoice.
- d)Transaction limits for IPO & Non-IPO mandates will be subject to the transaction limits prescribed by NPCI and may change from time to time based on NPCI guidelines without prior notice to the customer. Autopay towards mandate execution will be done basis the approved frequency and transaction limits.
- e)In case the creation, modification, revocation, or execution of a UPI Mandate (including any UPI mandates created for participation in an IPO) fails due to any reason, including any reason for a transaction rejection/decline, PayZapp holds no liability for any loss incurred by the customer.

9. Terms governing the UPI UDIR

The User agrees and understands that PayZapp is providing a facility as per the regulatory guidelines to raise disputes on specific UPI transactions and holds no responsibility or liability in case of any loss or damages which are direct, indirect, incidental, or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business, transaction carried out by the User. User accepts that it is the responsibility of the user to ensure that the correct payment information is provided at the time of transaction. Customer further agrees and accepts the below terms in relation to online status check and dispute resolution. (i) This facility is in-line with the NPCI and regulatory guidelines and may change from time to time based on NPCI guidelines without prior notice to the customer. (ii) The dispute resolution to any transaction is subject to availability of confirmation from NPCI and PayZapp will not be liable whatsoever to any non-response or delays or damages on account of UPI UDIR facility. (iii) PayZapp does not hold out any warranty and makes no representation about the quality of UPI UDIR facility. (iv) UDIR service may be suspended due to maintenance or repair work or any breakdown in the Network / Hardware / Software for UPI UDIR facility, any emergency or for security reasons without prior notice and PayZapp shall not be responsible for any losses / damages /inconvenience to the Users. (v) This facility is an extension to the standard UPI offering of PayZapp to facilitate better user experience and all the terms and conditions governing PayZapp UPI will be applicable.

10. Additionally, the Customer shall be bound by the Privacy Policy and terms and conditions of the relevant PSP bank available on the relevant PSP bank's website. The Customer confirms that the Customer has read and understood the same.

Schedule 7

Swipe to Pay

The following terms and conditions shall be additionally applicable for 'swipe to pay' functionality applicable on a Bank issued Card and/or PayZapp wallet:

1. The Customer agrees that while the 'swipe to pay' functionality is enabled, however it is not mandatory for the Customer to use the same.
2. In case the Customer does not want to use the 'swipe to pay' functionality, the Customer has the option to disable the 'swipe to pay' functionality and enable other mode(s) of authentication available.
3. The Bank may prescribe authentication modes from time to time for the use of the 'swipe to pay' functionality.
4. The Customer acknowledges that payment through 'swipe to pay' functionality may be faster than usual course.
5. However, the Customer needs to exercise special care of the Customer's Mobile Device in the event such a functionality is enabled as the same may have risks.
6. The Customer shall be solely responsible for assessing the risks involved and independently using his judgement before allowing and using the 'swipe to pay' functionality.