

## **TERMS AND CONDITIONS FOR Google PAY**

These terms and conditions (“Terms and Conditions”) is a legal agreement between you and RBL Bank Limited (hereinafter referred as "RBL Bank") that governs your access to and use of GPay a mobile based payment services by Google (hereinafter referred as “Gpay/Google Pay”) of your eligible RBL Bank Credit Card/Debit Cards linked to accounts domiciled in India and cards issued in India by MasterCard (‘Card’ or ‘Cards’). The term ‘GPay’ shall include the GPay payment functionality, the Card provisioning functionality, and transaction history displayed on the GPay Application (‘Application/Gpay Application/Google Application).

You are requested to read these Terms and Conditions carefully in their entirety before you decide to accept them and continue with the addition of your Card to GPay. By adding or using a Card in GPay you agree to use your Card through GPay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not add your Card to, or use your Card in connection with GPay. You consent to receiving these Terms and Conditions electronically. Use of GPay is at your sole discretion and RBL Bank is neither guaranteeing nor making any representation with respect to the products and services provided by the third parties and/or GPay.

By agreeing to these Terms and Conditions, you represent that You are 18 years old or older and capable of entering into a legally binding agreement.

### **DEFINITIONS**

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:

**You/Your/Cardmember** throughout these Terms and Conditions means a Cardmember of RBL Bank, authorized and eligible to avail products and services through this Application by registering for the Application.

**Credit Card** means active MasterCard Credit Card of the Cardmember issued by RBL Bank linked to You.

**Debit Card** means an active MasterCard Debit card of the Cardmember issued by RBL Bank to You .

**Application** refers to Google Pay Application mobile payment solution having linked emulated credit cards and debit cards. The Application is an instrument to be used for Cards to make in App Transactions on e-commerce websites, or Token Scan and pay transactions, or Tap and Pay transactions. You can add new card, delete and block any Card from available Cards in the Application.

**Personal information** shall mean any information about You provided by You to RBL Bank / Google and obtained by RBL Bank in relation to the services.

**Facility** shall mean the mobile payment service/ facility provided by RBL Bank of access to information relating to the Credit/Debit cards and usage of product and other services as may be made available on the Eligible Device by RBL Bank from time to time through mobile phone.

**Application Password** shall mean password through which You can access products and services offered on the Application.

**Registered Cardmember** refers to Cardmember who has downloaded and registered on the Application.

**Mobile Phone Number** shall mean the number registered by the Cardmember on record with RBL Bank and used by You for the purpose of availing the Facility

RBL Bank refers to RBL Bank Limited, a company incorporated under the Indian Companies Act 1913 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Shahpuri, Kolhapur – 416001 and Corporate Office at One Indiabulls Center, Tower 2, 6<sup>th</sup> Floor, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 .

## ENROLLMENT WITH GPAY

The Facility shall be made available to the Cardmember subject to the condition that he/she downloads the Application, successfully installs it and thereafter authenticates the Cardmember with the applicable credentials and sets 'Application PIN' and thumbprint and enters the right OTP which is registered as the Mobile Phone Number.

This Facility shall be made available only to the Cardmembers satisfying the eligibility criteria and shall be provided at the sole discretion of RBL Bank and may be discontinued by RBL Bank at any time. The Cardmember understands and accepts that any other condition that is a pre-requisite to access the Facility, including, but not limited to an Eligible Device, data connection, data security etc. will be the sole responsibility of the Cardmember.

GPay is available to Cardmembers for the purposes of purchasing goods and services with a compatible mobile device that contains a secure element ('Eligible Device').

Gpay Pay at its sole discretion, determines which Devices that are eligible to be used with the GPay service. GPay allows You to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card.

To add your Card to GPay, you must register your Card through GPay. You may be required to take additional steps to authenticate yourself before your Card is added to GPay, including by providing additional identifying information. By adding your Card to GPay, a unique numerical identifier "Token", different from your Card number will be allocated for the purpose of making purchases and receiving refunds through GPay ('Tokenized Transaction').

Gpay can be used at near field communication ('NFC') enabled merchants that accept GPay as a mode of payment. You agree that the onus of any payments processed through such merchants lies solely with the Cardmember since the transaction can be done using the Eligible Device that has been linked, without the use of Application PIN subject to RBI guidelines. Cardmember is advised to exercise caution when in proximity with such merchants.

Due to the manner in which GPay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using GPay on such Eligible Device.

Eligible Cards can be used to make payment as in App payments on E-commerce applications and for tokenized Scan and Pay transactions. In-app purchases are purchases made from within a mobile application. This is a mode of payment whereby a Cardmember when making a purchase on an online merchant or ecommerce mobile application will be eligible to complete the payment through Google Pay. The payment mode will be authorized using Google Pay wherein the Cardmember may opt to select Google Pay as a mode of payment to complete the online purchase transaction. During this process Google Pay will be invoked within the ecommerce application and Cardmember will have to choose an RBL Bank Credit or Debit Card already registered in the Google Pay wallet to make a payment. Cardmember understands that the onus of authentication of this payment lies solely with the Cardmember and can be done using the Google Pay secure PIN/ biometric authentication or the method of OTP wherein RBL Bank will send an OTP to Cardmember's registered Mobile Phone Number to authenticate the transaction.

Token Scan and Pay refers to the use of a tokenized Card to make scan and pay method of payments. In this mode of Payment the Cardmember will scan a QR code using the scanner available in the Google Pay Application and then feed any other details. The Cardmember has the option to debit the payment or add the charge to any of the Cards (Credit Card as well as Debit Card) already present in the Google Pay account. The payment shall then be authorized by the Cardmember using his or her Biometric PIN or Google Pay secure PIN. RBL Bank shall not be liable if a transaction through QR does not materialize or is delayed or is incomplete due to any reason whatsoever. In case of multiple cards are linked to the RBL customer ID, only those cards which are chosen by the Cardmember for digitization and which are so digitized can be used for the Facility.

In an event of change in Card details such as Card number, date of expiration etc due to an upgrade or account transfer of Card, Cardmember must re-register the new Card/Card account on GPay.

### USE OF CARD ON GPAY

Your use of GPay to purchase products and services with your Card are governed by the Cardmember Agreement and the Most Important T&Cs (MITC) as specified by RBL Bank from time to time and as mentioned in these Terms and Conditions

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These Terms are in addition to and not in derogation with following terms and conditions and such other terms and conditions as may be specified by RBL Bank from time to time –

1. RBL Bank Credit Card Terms & Conditions

For SuperCard members: [https://www.rblbank.com/pdfs/CreditCard/SUPERCARD-Most-Important-Terms-and-Conditions-\(MITC\).pdf](https://www.rblbank.com/pdfs/CreditCard/SUPERCARD-Most-Important-Terms-and-Conditions-(MITC).pdf)  
<https://drws17a9qx558.cloudfront.net/document/Credit%20Cards/RBL-MITC-final.pdf>

2. RBL Bank Debit Card Terms and Conditions :  
<https://www.rblbank.com/api/v1/doc/document/PDF%20Pages/DebitCardTCFinal.pdf>

These Terms and Conditions are solely between you and RBL Bank. Gpay, the wireless carrier, mobile service provider/internet service provider, and other third party services, applications or websites incorporated in GPay may have their own terms and conditions and privacy policies (hereinafter referred as 'Third Party Agreements') and you will become subject to these Third Party Agreements as and when you give such third parties your personal information, use the third party's services or visit third party applications or websites.

You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the manufacturer's software or hardware guidelines) and ensure that your passcode or personal identification number which allows you to use your Eligible Device to access and use your Cards to make purchases for GPay is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of GPay. If your Eligible Device is lost or stolen, your fingerprint identity ('Touch ID') or personal identification number or other passcode is compromised or Card has been used through GPay without your permission, you must notify RBL Bank immediately and if required by us, furnish a statutory declaration to RBL Bank in such form as we specify and/or a police report and/or any other information we may reasonably require. RBL Bank reserves the right to discontinue supporting the use of any Card with GPay at any time without assigning any reasons thereof. Except as otherwise required by applicable law, RBL Bank may block, restrict, suspend, disqualify or terminate use of Card with GPay at any time without notice and for any reason, including in case of violations of terms of the Cardmember Agreement or in an event of any fraudulent activity is suspected or as a result of the

cancellation or suspension of your Card. In case of purchase of a new Eligible Device, on which you wish to add the Card to enable GPay, you are advised to delete all Card and other personal information from the previous Eligible Devices.

The Cardmember must register either physiological biometric data or PIN to prevent others from accessing or using Google Pay on the Eligible Device. The Cardmember agrees to keep the Application PIN confidential at all times. The Cardmember accepts that for the purposes of the said facility any transaction emanating from the given Eligible Device and Mobile Phone Number shall be assumed to have initiated by the Cardmember. The Cardmember shall request RBL Bank, to suspend the said Facility or change mobile number, if his Eligible Device has been lost or has been allotted to some other person. Also Cardmember shall be obliged to inform RBL Bank about any change in the mobile number or any unauthorized transaction in his Card of which he has knowledge. It shall be the responsibility of the Cardmember to update RBL Bank with regard to any information relating to the services as RBL Bank may decide to provide certain other additional services under the said Facility. The Bank shall not be responsible for any disregard on the part of the Cardmember. Cardmember is solely responsible for managing the sessions and activation of Card linked with his actual Card in the Application.

You are liable for all unauthorised use of your Card in connection with GPay and you agree to cooperate with RBL Bank in any investigation and use any fraud prevention or other related measures that RBL Bank may suggest. You acknowledge & accept full liability of all unauthorized transactions on your Card in connection with GPay which are effected. You acknowledge that your Eligible Device can be used to make purchases using GPay by merely unlocking the Eligible Device and Cardmember should exercise caution while using the Facility. If you enroll for Touch ID, personal identification number or passcode on Eligible Device or GPay, the collection, storage, enrollment and access to GPay using your finger print, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into GPay and choose to be verified using the technology on your Eligible Device, your finger print, personal identification number or passcode will be matched and verified against that technology. Accordingly, you acknowledge that RBL Bank has no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using GPay and authorised by your finger print or personal identification number or passcode. You should therefore assess if this manner of authentication is acceptable to you and the use of GPay is at your discretion.

Pursuant to the terms prescribed by RBL Bank for use of Cards, you are responsible for all transactions made using the Card in GPay and you are required to pay the complete outstanding as mentioned in the monthly statement. Authorised transactions made through Card will reflect in RBL Bank's 'My Card App' and/ or MoBank Application and in monthly billing Card statement. RBL Bank disclaims all warranties and conditions, either express, implied or statutory, in connection with the use of the Card in GPay and RBL Bank does not guarantee the authenticity and validity of the information shown in GPay application.

RBL Bank currently does not impose a fee for using your Card through GPay but reserves the right to impose a fee in the future, if required. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of GPay. RBL Bank retains the sole discretion and without prior notice, to change the type of transactions allowed through the Card on GPay or change the amounts of transactions allowed using your Card in GPay.

You agree and understand that RBL Bank and the card network in its sole discretion may apply daily limits on the number of Tokenized Transactions and may vary as per the type of Card you hold. Such transactions will be decline in case the daily limit or other period based limits of tokenized wallet transactions is crossed. However, such Tokenized Transactions can be resumed again the next working day.

The Cardmember will receive a chargeslip from the merchant (if it's a Tap and Pay transaction), and also receive an SMS/Emailer on his/her registered contact details once the transaction is successful (for both Tap and Pay and online transactions). The digitized card will have same credit limit & expiry as the main Card. Only certain digits of the digitized card number will be displayed within the 'Google Pay Application'. The complete card number of digitized card will be securely stored in Mobile device on which application is installed. Cardmember cannot request for physical card against the virtual card. 'Tap & Pay' functionality is valid for select Cardmember/s having android device with Near Field Communication capability in the active mode.

## **CONFIDENTIALITY AND DISCLOSURE**

To the extent not prohibited by applicable law, the RBL Bank shall be entitled to transfer any information relating to the Cardmember and/or any other information given by the Cardmember for utilization of the Facility to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors, Google and third parties selected by RBL bank, wherever situated, for confidential use in and in connection with the Facility. Further, RBL bank shall be entitled at any time to disclose any and all information concerning the Cardmember within the knowledge and possession of RBL bank to any other bank/association/financial institution or any other body. This clause will survive the termination of these Terms and Conditions.

## **ACCURACY OF INFORMATION**

The Cardmember takes the responsibility for the correctness of the information supplied by him to RBL Bank and Google through the use of the said Facility or through any other means such as electronic mail or written communication. The Cardmember herein accepts that in case of any discrepancy in the information provided by him with regard to this Facility the onus shall lie upon the Cardmember only and thus agrees to furnish accurate information at all times to RBL Bank. If Cardmember suspects that there is an error in the information supplied by RBL Bank to him, he shall inform RBL Bank immediately. RBL Bank will endeavor to correct the error promptly wherever possible on a best effort basis. RBL Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by RBL Bank.

The Cardmember shall be responsible for the accuracy of any information provided by the Cardmember for availing the Facility. The Cardmember shall be responsible for incurring any charges that may arise for using Google Pay apart from but not excluding the transaction value. The Cardmember is solely responsible for protecting his registered Eligible Device and Application/Card PIN for the use of the Facility. The Cardmember shall be liable to RBL Bank for any kind of unauthorized or unlawful use of any of the above mentioned passwords or of the said facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the Cardmember only.

## **AUTHORIZATION**

The Cardmember irrevocably and unconditionally authorizes RBL Bank to access his Card details registered for the Facility for effecting banking or other transactions of the Cardmember through the Facility. The Cardmember accepts that there might be some charges levied as a part of provisioning his card details on Google Pay and authorizes RBL Bank to charge the same, if permitted under applicable laws. The Cardmember expressly authorizes RBL Bank to disclose to Google or any other third party, all Cardmember

information in its possession, as may be required by them to provide the services to the Cardmember. The authority to record the transaction details is hereby expressly granted by the Cardmember to Bank. All records of RBL Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions. Cardmember authorizes RBL Bank to send any message or make calls to his mobile phone/ or display banners or any other communication on Google Pay Application to inform him about any promotional offers including information regarding RBL Banks' new products either now available or which RBL Bank may come up with in the future, greetings, banners or any other promotional messages or any other message that RBL Bank may consider appropriate to the Cardmember. The Cardmember irrevocably and unconditionally agrees that such calls or messages made by RBL Bank and or its agents shall not be construed as a breach of the privacy of the Cardmember and shall not be proceeded against accordingly.

The Cardmember authorizes Bank to send any rejection message, if it finds that the request sent by the Cardmember is not as per RBL Bank's format/requirement. RBL Bank shall make all reasonable efforts to ensure that the Cardmember information is kept confidential. The Cardmember expressly authorizes RBL Bank to carry out all request(s) or transaction(s) for and/or at the request of the Cardmember as are available to the Cardmember through Google Pay mobile application without RBL Bank having to verify the authenticity of any request or transaction purporting to have been received from the Cardmember through the Application. The Cardmember understands that Cardmember exercises the option of linking the Cards I GPay and GPay and third parties shall access the details of the digitized Card to the online ecommerce application to complete the purchase transaction and understands that RBL Bank is in no way responsible for any data leak, phishing or misuse that will occur from the same transaction. RBL Bank shall have the option to introduce any new facilities through this service at any time in future and the Cardmember shall be deemed to have expressly authorized RBL Bank to make payment of the same when a request is received from him.

Cardmember will be liable for any loss on account of the misuse of the Card emulated in the Eligible Device. Cardmember will accept that the Card can be used on the Eligible Device till the sessions are active. The Cardmember understands that Google Pay will send the details of the digitized Card to the online merchant application or e-commerce portal or any such Google Pay compatible online merchant to complete purchase transaction which will be authorized by the Cardmember. Any liability arising on account of loss of actual Card or Eligible Device will be borne by the Cardmember. The Cardmember shall be liable for all loss if he has breached the Terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on his part to advise RBL Bank within a reasonable time about any unauthorized access in the account.

## **PRIVACY AND SECURITY**

By adding a Card to GPay, you hereby consents to receive certain messages (i.e. sms, mms) from RBL Bank on the mobile device or at the mobile number provided by you while enrolling the Card with GPay. You also agree to receive notices and other communications from RBL Bank by e-mail on the e-mail address registered with RBL Bank for the relevant Card account. If Eligible Device is modified contrary to the manufacturer's software or hardware guidelines, including by disabling the hardware or software controls, these modified device shall not be considered as Eligible Devices and you agree and acknowledge that the use of the modified device to use the Card in GPay is expressly prohibited and shall constitute as a violation of these Terms and Conditions, and is a ground for RBL Bank to deny your access to the Card through GPay. RBL Bank will not be liable for any loss incurred by you on account of usage of Card on GPay, due to technology or Eligible Device related issues. The use of GPay is completely voluntary and you agree that you have understood the technology of GPay, its use and associated risks.

While adding the Card in GPay, RBL Bank shares with Gpay certain information (such as your name and Card information) to verify your identity; to enable usage of Card in GPay; to prevent fraud and manage security risk, and to facilitate your participation in GPay. By activating or using the Card in GPay, you hereby consent to the collection, use and sharing of such information for these purposes and in accordance with RBL Bank's Privacy Policies available at <https://drws17a9qx558.cloudfront.net/document/Footer%20-%20Privacy%20Policy/Privacy-Policy.pdf>. You agree that RBL Bank may also periodically receive, collect and use technical data and related information such as technical information about the Eligible Devices ( Including but not limited to the version of the device, Device ID, Billing Pin Code, Location, IP address etc. to provide services with respect to GPay, prevent fraud and manage related security risks. Your use of GPay shall be construed as an explicit consent accorded to RBL Bank to disclose all and any information referred to in these Terms and Conditions to Gpay. Gpay may have its own terms and conditions, privacy and data security policies and you agree that the RBL Bank shall cease to be responsible for the security and privacy of your information in custody of Gpay.

### **THIRD PARTY PRODUCT SUPPORT**

RBL Bank will not be responsible for, and will not provide, any support or assistance for any third party hardware, software or other products or services (including any technology-related questions you may have in connection with GPay or your Eligible Device). If you have any issues or questions with a third party product or service, including issues pertaining to the operation of your Eligible Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any issue or questions related to GPay but not related to the Cards, including questions pertaining to Eligible Devices that support GPay please refer to the general information and documentation made available by Gpay. You agree that upon upgrade of GPay, GPay may be automatically updated without any prior notice from RBL Bank.

You agree and understand that RBL Bank will not be liable for any claims arising from or related to the use of the Card through GPay due to delay, interruption, disruption and RBL Bank is not a party to the terms and conditions governed by Third Party Agreements. RBL Bank is not responsible for maintenance or other support services for GPay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to GPay, including without limitation, any third part product liability, claims that GPay fails to conform to any applicable legal or regulatory requirement, claims arising under the consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquires or complaints relating to the use of GPay, including those pertaining to the intellectual property rights, must be directed to Gpay.

Any information that is directly provided to Gpay through use of GPay and that is collected or accessed by Gpay from the use of the Card in GPay or from any other third party related to GPay (such as transactional data), is subject to Third Party Agreements. RBL Bank retains the right to change the enrollment process of Cards on GPay.

### **DISCLAIMER**

RBL Bank does not recommend, endorse or make any representations or warranties of any kind regarding the performance and or operation of the Eligible Device. You are solely responsible for the selection, maintenance, security and operation of the Eligible Device and for all issues relating to the operation and performance associated with the Eligible Device. RBL Bank disclaims any and all liability as related to the improper use of the Eligible Device and any errors or failures due to any malfunction of the hardware, software, or any virus and or technical problem that may be associated with the Device or its software.

You acknowledge that RBL Bank is not a party to the terms and conditions for GPay between you and Gpay and does not own and are not responsible for GPay and is not providing any warranty for GPay. RBL Bank is not responsible for maintenance or other support services for GPay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to GPay, including, without limitation, any third party product liability claims, claims that GPay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of GPay, including those pertaining to Intellectual Property Rights, must be directed to Gpay. RBL Bank is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Gpay's or any third party's products or services.

RBL Bank does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are solely responsible for the selection, maintenance, security and operation of your Eligible Device and for all issues relating to the operation, performance and costs or other software, email, telecommunication, mobile, and internet service provider associated with such Eligible Device.

RBL Bank shall be absolved of any liability in case:

- the Cardmember fails to avail the Facility due to force majeure conditions including but not limited to not being in the required geographical range or any other reason including natural calamities; legal restraints any technical lapses in the telecommunication network or any other reasons beyond the actual control of RBL Bank RBL Bank shall not be accountable. Also RBL Bank is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the Cardmember or any other person due to any lapse in the facility owing to the abovementioned reasons.
- If there is any unauthorized use of the Cardmember's Application/Card PIN, or Eligible Device or for any fraudulent, duplicate or erroneous transaction instructions given by use of the Cardmember's PIN or Eligible Device;
  - If there is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality, which is not solely attributable to RBL Bank.
  - If There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that the RBL Bank makes no warranty as to the quality of the service provided by any such provider.

RBL Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. RBL Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Cardmember or by any person resulting from or in connection with the Facility.

## **REPRESENTATION AND WARRANTY**

You represents and warrants to RBL Bank that (i) the Card you have added in GPay is your Card; (ii) all the transactions initiated by you shall comply with any and all rules, and regulations applicable to you, including any applicable tax laws and regulations; (iii) you will not use your Card on GPay for any fraudulent undertaking or in any manner so as to interfere with the operation of GPay; (iv) your continued use of the Card in GPay will constitute to the acceptance, agreement and compliance with these Term and Conditions; (v) all information provided to RBL Bank in connection with GPay is accurate, current and complete you



agree to not misrepresent you identity, account information and keep the account information related to the Card safe, confidential and up to date.

You represent that you are the legal owner of the Card and other financial information which may be accessed via the GPay. You represent and agree that all information you provide to us in connection with GPay service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the GPay. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized Cardmember of the Device and you will use the Eligible Device to access the GPay.

## **INTELLECTUAL PROPERTY**

All intellectual property rights including all patents, trade secrets, copyrights, trademarks ('Intellectual Property Rights') in GPay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Gpay, or where applicable RBL Bank or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by GPay, RBL Bank or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, GPay.

## **TERMINATION**

In case You wish to terminate the Facility, you can deregister from the Application by visiting Settings Menu of the application. Alternatively, You can request Google to deregister from the service. Notwithstanding the termination of the said Facility, the Cardmember shall remain accountable for all the transactions made prior to any such termination on the Cardmember's account. RBL Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time without giving prior notice to the Cardmember.

RBL Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility. The closure of the account of the Cardmember will automatically terminate the Facility. RBL Bank may suspend or terminate Facility without prior notice if the Cardmember has breached these terms and conditions or RBL Bank learns of the death, bankruptcy or lack of legal capacity of the Cardmember.

Except as otherwise provided by the applicable law or regulation, RBL bank reserves the right to terminate the Facility and/or expand, reduce or suspend the transactions allowed using this Facility, change the process and transaction limits associated with this Facility based on security issues, at any time, without any prior notice to You.

## **INDEMNIFICATION AND LIABILITY**

To the full extent permitted by law, you agree to indemnify and hold RBL Bank harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arise directly or indirectly out of a breach of these Terms and Conditions and/or any third party terms and conditions or arising out of or in connection (i) your use of any Card with GPay; or (ii) any breach of the terms and conditions set forth in these Terms and Conditions by you, or other Cardmembers of GPay using your Card credentials;(iii) any

actual or alleged breach of your representations, warranties, or obligations set forth in this Terms and Conditions, including any violation of our policies; (iv) your wrongful or improper use of GPay, including willful misconduct or fraud; (v) your violation of any third-party right, including without limitation any right of privacy, or Intellectual Property Rights; (vi) your violation of any law, rule or regulation as applicable ; (e) any other party's access or use of GPay with your Touch ID or personal identification number or passcode or other appropriate security code (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action.

In consideration of RBL bank agreeing to provide the Facility to the Cardmember, the Cardmember hereby irrevocably agrees, to indemnify and keep RBL bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by RBL bank on account of any claims, actions, suits or otherwise instituted by the Cardmember, or any third party whatsoever, arising out of or in connection with the use of the Facility and any and all transactions initiated by the use of the Facility, whether with or without the knowledge of the Cardmember, or whether the same have been initiated bona fide or otherwise which transactions, the Cardmember hereby acknowledges, RBL bank has processed on the transaction instructions and authority of the Cardmember in accordance with these Terms and Conditions and other applicable Specific Terms and Conditions, as the case may be. The Cardmember further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Cardmember notwithstanding partial withdrawal of the Facility.

Without affecting the generality of above clause, RBL Bank shall not be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profit, goodwill, use, data or other intangible losses that may result from the use of, inability to use or unavailability of GPay including any failure by a third party service provider to provide the GPay services and/or any action, omission and/or breach under any third party terms and conditions by such third party, or a failure to perform any obligations as a result of technical problems relating to the network, termination of any license to operate or use the network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond RBL Bank's control.

RBL Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Cardmember or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of RBL Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Cardmember and the network of any service provider and RBL Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Cardmember, RBL Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Facility.

Notwithstanding anything in the contrary provided in this terms and conditions, RBL Bank shall not be involved in or in any way liable to the Cardmember for any dispute between the Cardmember and a cellular services provider or any third party service provider (whether appointed by RBL Bank in that behalf or otherwise). Any loss incurred by the Cardmember due to use of the facility by any other person with an express or implied permission of the Cardmember.

RBL Bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the Facility for effecting the Cardmember's instructions.

RBL Bank shall not be held liable for any loss suffered by the Cardmember due to disclosure of the personal information to a third party by RBL including but not limited to service providers, partners agent, Google, Card Networks or by Cardmember, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

## **COMMUNICATION**

RBL Bank may give notice under these terms and conditions electronically to your mailbox (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by you and in case You wish to issue a notice to RBL Bank , You may do so to RBL Bank at its office at \_3<sup>rd</sup> Floor, JMD Megapolis, Sector 48, Sohna Road, Gurgaon, Haryana- 122018

In addition, RBL Bank shall also provide notice of general nature regarding the Facility and Terms and Conditions, which are applicable to all Cardmembers of the Facility, on the website <http://www.rblbank.com>., sms , email or any other online medium. In addition, RBL Bank may also publish notices of general nature, which are applicable to all Cardmembers of the Facility. Such notices will be deemed to have been served individually to each Cardmember.

## **GOVERNING LAW**

The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India. The Parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.

RBL Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the Facility is accessible. These Terms and Conditions shall be subject to applicable regulatory guidelines and prevailing laws & regulations amended from time to time.

## **RIGHT TO LIEN AND SET-OFF**

RBL Bank shall have the right of lien and set-off irrespective of any other lien or charge, present as well as future, on the deposits held with RBL Bank or in any other account to the extent of all outstanding dues, whatsoever, arising as a result of provision of Services to the Cardmember and/or access by the Cardmember of Facility.

## **MODIFICATION**

RBL Bank shall have the liberty to modify/discontinue the facility based on the prevailing laws and regulations at any point of time and neither party shall be under any liability or obligation to continue implementation of the said Facility till such time the terms are modified as per prevailing or amended laws & regulations at that point of time. In the event the terms of the facility cannot be continued without total compliance of prevailing laws/regulations at any point of time then this facility shall be deemed to be terminated forthwith from the date when the amended law restricting/prohibiting the terms of Facility comes into force.

RBL Bank reserves the absolute discretionary right to make any amendments in the given Terms and Condition at any time as it may deem fit without any prior notice to the Cardmember. Any such amendment shall be communicated to the Cardmember by displaying on the website <http://www.rblbank.com>; and the Cardmember shall be bound by such amended Terms and Conditions