



## TERMS AND CONDITIONS -

Welcome to the Vasai Vikas Sahakari Bank Ltd. authentication service. Please read this Terms of Service Agreement carefully before opting for RuPay and while doing online transaction. In this Agreement, "Issuer" refers to the financial institution that issued your RuPay Debit Card viz. "**The Vasai Vikas Sahakari Bank Limited**"; "we," "us," and "our" refer to Issuer and its suppliers of card processing and "you," "your," or "yours" refers to the "Vasai Vikas RuPay Debit cardholder".

This Terms of Service Agreement supplements and is incorporated in Issuer's cardholder agreement(s) with you ("**Cardholder Agreement**"). In addition to this Terms of Service Agreement, RuPay also is subject to the Cardholder Agreement governing the card transactions for which RuPay will be used for Online Transaction.

### 1. ACCEPTANCE OF TERMS

i. RuPay provides its service to you, subject to the following Terms of Service ("TOS") and the Cardholder Agreement governing the card transactions for which RuPay is used. The TOS may be updated by us from time to time without notice to you. Use of the service constitutes your acceptance of the terms. In addition, when using RuPay, you shall be subject to any guidelines or rules applicable to RuPay that may be posted from time to time.

ii. You agree that creation of a RuPay account and/or use of RuPay, will represent your acceptance of this TOS, and that continued use of RuPay after revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.

iii. The Issuer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, RuPay (or any part thereof) with or without notice.

### 2. DESCRIPTION OF RuPay

a. RuPay provides you with a way of increasing security in online and other transactions for which RuPay is used, by reducing the chances of fraud for those transactions. Registering for RuPay involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which RuPay is used, as discussed in more detail in Section 5 below. RuPay also may be used to help resolve any transaction disputes. Your Registration Data, as defined in Section 3, and other personal information is not shared with the merchant, as discussed in more detail in Section 6 below.

### 3. YOUR REGISTRATION OBLIGATIONS

You agree to (i) provide true, accurate, current and complete information including Mobile number about yourself as prompted by RuPay's registration form ("*Registration Data*"), (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete and (iii) If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of RuPay or your card account.

### 4. REGISTRATION

a. In order to use RuPay Online, you must provide certain information to us that allow us to validate your identity and verify that you are the owner of or an authorized user of the specified RuPay Debit Card. The information that you provide may be validated against information we already have on file that is associated with you, your RuPay Debit Card.

b. If you are unable to provide adequate information for us to validate your identity, we have the right to not allow you to register for RuPay. You warrant that the Registration Data is correct and that you have the legal right to use your RuPay Debit Card that you have registered for RuPay.

c. In the event you have a question regarding the RuPay registration process or a transaction using RuPay, you should direct that question to our Card Management Dept. or Toll Free No. 1800 233 2570

### 5. AUTHENTICATION

(a) By registering in RuPay, you assent to the use of RuPay to evidence your identity, including the authorization of transactions. (b) While transacting thru RuPay Debit card, you may be asked by the merchant establishment to enter PIN or One Time Password (OTP) for online transaction or any other authentication as directed by the RBI. (c) Certain merchant establishments or Banks at a later date may provide for any additional authentication in addition to what has been requested for. Cardholder will be required to provide the same accordingly.

### 6. CARDHOLDER ATM PIN AND SECURITY

You are solely responsible for maintaining the confidentiality of your ATM PIN, Registration Data and other verification information established by you with RuPay and all activities that occur using your ATM PIN, Registration Data or other verification information supplied to or established by you with RuPay. You agree not to transfer or sell your use of, or access to any third party. You agree to immediately notify us of any unauthorized use of your ATM PIN or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in the Cardholder Agreement, we shall not be liable for any loss or damage arising from your failure to comply with this TOS.

### 7. PRIVACY OF REGISTRATION DATA

(i) RuPay stores your Registration Data viz. last four digits of your card number, image & phrase. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which RuPay is used. (ii) You acknowledge and agree that RuPay may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8, in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to comply with legal process or enforce this TOS.

### 8. YOUR CONDUCT

You agree not to:

(i) Impersonate any person or entity using RuPay; (ii) Remove any copyright, trademark, or other proprietary rights notices contained in RuPay; (iii) Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the RuPay service; (iv) Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement with your use of RuPay. (all of which shall constitute "*Applicable Law*") in connection

### 9. LIABILITY

(a) We are not liable for your internet access device or password obtaining device (such as computer or mobile phones etc.) or proper functioning of its hardware or software before, during or after the use of RuPay. (b) We will not take liability for any viruses or unlawful downloads that your system may be exposed to while he accesses the internet for using RuPay.

### 10. DEALINGS WITH MERCHANTS

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

### 11. DISPUTES.

(a) The Bank accepts no responsibility for refusal by any Merchant Establishment to accept and /or honor the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment, a sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction.

(b) Any dispute in respect of Shared Network ATM Transaction will be resolved as per regulations of the respective network. The Bank does not accept responsibility for any transaction the Cardholder may have on the Shared Network. Should the Cardholders have any complaints concerning any shared Network ATM, the matter should be resolved by the Cardholder with the Shared Network, and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder Should notify the Bank of the complaint immediately.

### 12. FORCE MAJEURE.

The Bank will not be responsible nor shall it be liable to indemnify the Cardholder in the event of any loss or damage suffered by the Cardholder due to any cause or reason beyond the control of the Bank.

### 13. GOVERNING LAW.

(a) The usage of the Card and the terms and conditions will be governed by the laws of India. (b) The Cardholder undertakes to comply with the applicable laws and procedures while availing of and unitizing the Card. (c) All disputes are subject to the jurisdiction of the competent courts in Mumbai.

### 14. DISCLAIMER OF WARRANTIES

(i) You expressly understand and agree that any software obtained, downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials purchased using through RuPay.

(ii) EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT RuPay PAYMENT OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 15. RESPONSIBILITY

Except as otherwise provided by Applicable Law or in our Card member Agreement with you, you understand that you are financially responsible for all uses of RuPay by you and those authorized by you to use your Registration Data, your ATM PIN or other verification information.

[ Signature of Applicant ]