

Terms & Conditions for Axis PayGO Pre-Paid Wallet

These terms and conditions ("Terms") apply to and regulate the provision of specified Products and services provided by Axis Bank through Axis PayGO.

1. Definitions

"Transaction/(s)" shall mean the Transactions carried by the Customer for availing the Facilities in the manner prescribed by Axis Bank in this regard from time to time.

"Website" shall mean the website hosted on Axis PayGO under URL <https://www.axisbank.com/bank-smart/axis-paygo>, which is accessed by Customer for availing Axis PayGO Services.

"Bank" refers to Axis Bank Ltd., a company incorporated in India under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having its registered office at 'Trishul' Third Floor, Opp. Samartheshwar Temple, Near Law Garden, Ellisbridge, Ahmedabad – 380006 and includes its successors and assignees

"Axis PayGO Account / Account" shall mean a prepaid account opened and maintained by Axis Bank in the name of the applicant in the Axis PayGO System. The Account is linked to the Customer's existing Axis Bank Saving Account. Such Account shall for certain customers who are considered to be eligible in the sole decision of Axis Bank.

"Saving Account" shall mean Axis Bank saving account of the Customer to which Axis PayGO is linked.

"Customer" or **"You"** shall mean an individual who has registered with Axis Bank as per the procedure prescribed by Axis Bank in this regard for the purpose of Axis PayGO account and availing Services and has accepted these Terms

"Enterprise" shall mean any company / partnership firm / sole proprietorship firm / Trust / Society / Institute that desire to utilize Axis PayGO facility provided by Axis Bank, for its employees / students / members / consultants / agents / distributors as the case may be.

"Card or Tag" shall mean a prepaid Near Field Communication Card or tag issued by Enterprise / Bank to the Customer/s enabling them to make Over the Counter (OTC) Transaction/s at Merchant Establishment/s on boarded for accepting payments for Axis PayGO.

"Cardholder(s)" shall mean employees/students/members of corporates/educational institutes/gated communities who have opted to install the Axis Bank Wallet Payment Ecosystem in their campus/building/offices Corporate or Educational campus/gated communities in India, who have successfully registered at Axis Bank, to whom the Bank has granted by virtue of such Cardholder holding a savings / salary account

"Merchant Establishment" means various merchant outlets which have been on-boarded by Axis Bank on the Axis PayGO system for the purpose of enabling payments to be made via NFC Tag. The Merchant Establishments includes Canteen Vendors, retailers, distributors, or manufacturers.

"Services" shall mean the services offered by Axis Bank to the Customer/s through the Account and such other services as may be offered by Axis Bank from time to time. Transfer of funds to Account from Saving Account through Axis Bank internet banking facility and Axis Bank SMS banking service.

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2. Applicability of Terms

These Terms form a contract between the Customer and Axis Bank. The Customer shall Apply to Axis Bank in the prescribed form for opening / operation of the Account and availing the related Services. By applying for opening the Account, the Customer acknowledges that he / she has /have read understood and accepted these Terms.

3. Eligibility Criteria

- (i) The Account and the Services are only available to Indian resident(s) who has attained the age of majority and who is competent to contract. The Bank in its sole discretion reserves the right to not to make these Services available to any applicant/Customer if his/her credentials do not meet the norms as contemplated by Axis Bank.
- (ii) The Customer acknowledges that in the event he/she have an existing operative Axis PayGO account with Axis Bank, he /she cannot apply/register for the Account. However, the Customer to be eligible for opening an Axis PayGO Account should be an existing Axis Bank saving account customer.

4. Operation of Account and NFC card/Tag

- (i) The Account maintained in the name of an individual shall be operated singly. The account shall not be opened / operated in joint names / jointly by two or more individuals.
- (ii) Customer shall be provided the Services upon the successful registration and submission of other related documents, if any required by Axis Bank.
- (iii) Customer shall maintain an active mobile phone number with the Access Provider in order to access the Account and the Services. The Customer should ensure that the handset / Mobile Phone have incoming SMS facility. Any change in mobile numbers needs to be notified by the Customer to Axis Bank.

- (iv) The Customer is aware and acknowledges that the performance of the Service is dependent on network provided by the Access Provider. The Customer confirms and acknowledges that the Service/s are available only through a valid mobile phone number held with a Access Provider and the Services shall be discontinued in the event there is a change in the services of existing operator or the mobile number ceases to exist.
- (v) The Customer may access the mini statement on SMS by messaging code "PAYGO MINI" to Mobile no 9717 000002 Axis Bank shall not provide any physical statement of Account to the Customer.
- (vi) The Customer can check balance on SMS by messaging code "PAYGO" to Mobile no 9717 000002
- (vii) The Bank's records are the sole source of any definitive information regarding the financial Transactions carried out by the Customer through the Account.
- (viii) The Customer shall ensure that Account or any of the Services are not used for any purpose which is illegal, improper or which is not authorized under these Terms.

5. DOCUMENTATION

- (i) The collection, verification, audit and maintenance of correct and updated Customer information is a continuous process and Axis Bank reserves the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements. Axis Bank reserves the right to discontinue Services / reject applications for and / or close the Account at any time if there are discrepancies in information and / or documentation provided by the Customer.
- (ii) Any information provided to Axis Bank in relation to the Account shall vest with Axis Bank, and may be used for any purpose consistent with any applicable laws or regulations, at their discretion.
- (iii) If the particulars provided by you in the KYC documents during wallet registration/ Axis Bank Savings Account do not match with details disclosed during the registration process, then Axis Bank shall have the right to close the Account.

6. GENERAL CONDITIONS FOR USAGE OF SERVICES

- (i) Services are available only to resident Indians who have attained the age of 18 years and are competent to contract.
- (ii) The Services are not transferable.
- (iii) Bank does not charge any amount to customer on the Transaction. However bank reserves right at any time to charge the card holder any fees/ charge on the Transaction carried out on the card.
- (iv) The Account at any given point of time cannot have credit balance of over Rs. 10,000/- (Rupees twenty Thousand only). A Customer can do maximum expenditure of Rs. 2000 per Transaction and maximum expenditure limit per month is Rs. 10,000 through the Account. These limitations may be reviewed and modified at the sole discretion of Axis Bank without prior intimation to the Customer. The limit may also be revised from time to time subject to regulatory guidelines.

- (v) Axis Bank reserves the right to suspend/discontinue Services to you at any time, for
 - (a) Any cause, including, but not limited, to the following For any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI and/or any other statutory or regulatory authority from time to time or for any violation of these Terms
 - (b) For any suspected discrepancy in the particular(s), documentation or Registration
 - (c) Form provided by the Customer
 - (d) To combat potential fraud, sabotage, willful destruction, threat to national security or for any other force majeure reasons etc.
 - (e) If the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons.
- (vi) The Customer shall be permitted to maintain and operate only one Account. Any suspected non-conformity with this requirement shall be just cause for the suspension /discontinuation of any / all your Axis PayGO account/s opened with Axis Bank.

7. DEPOSIT AND WITHDRAWAL

- (i) The Customer shall ensure that he/she has sufficient funds in his/her Account prior to making a request for any Services. Customer also understands and agrees that Axis Bank shall not be responsible/ liable for any dishonoring of the instructions due to insufficiency of funds. The Customer hereby agrees that the Customer shall, at his/her own expense, indemnify, defend and hold harmless Axis Bank from and against any and all liability any other loss that may occur, arising from or relating to insufficiency of funds in his/her Account.
- (ii) The Customer accepts that he / she will be responsible for entering in the correct details of the mobile number and amount for which deposit / Transaction is requested. In no event shall Axis Bank be held liable for any erroneous Transactions incurred, arising out of or relating to the Customer entering wrong details with respect to the mobile number, Access Provider and/or amount of Transaction from the Account.
- (iii) Customer's instruction for debiting his/her Account shall be executed by the Bank on real time basis unless otherwise specified by the Bank to the Customer. Therefore, in case of real time Transactions, the Bank shall be unable to act upon any instruction of the Customer to stop the payment from the Account and in such case the amount debited from the Account shall not be reversed back to the Account.
- (iv) The Bank shall not reverse or treat as unauthorized Transaction, requests that contain entry errors, or are generated by auto-dialing, predictive text or spell check programs or that otherwise contains unintended or erroneous information. The Bank shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond its reasonable control. The Bank reserves the right to levy charges and review the charges, for the use of the Services by giving due notice on <https://www.axisbank.com/bank-smart/axis-paygo> about such charges.
- (v) The Bank reserves the right to, but is not required to, block transmission of any optional message which the Customer sends with his Transaction requests.

8. CARD VALIDITY & USE

- (i) The Card shall be valid only in within Corporates / educational institutes / gated communities
- (ii) The Card issued by the corporate/institute has no expiry period. However the Card holder will not be able to use the card after processing of de-registration request given by the Card Holder
- (iii) The card issued by the Bank will have validity period of 4 years.
- (iv) All communications to the Bank in relation to a Card or Transactions should be made only by the Applicant. Any communication by the Bank in relation to Cards shall be provided through the Bank's website or shall be communicated directly to the Applicant
- (v) The Card will be used by the Cardholder and it is not transferable
- (vi) Upon a Transaction made on the Card, such amount shall be reduced from the then Available Amount to arrive at a new Available Amount post such Transaction. In case, sufficient Available Amount is not present in the Card to process the Transaction, the Transaction shall not be processed
- (vii) The cash withdrawal facility shall not be available on the Axis PayGO card.
- (viii) No interest shall be payable by Bank on the amount available / loaded on the Card.
- (ix) Card can be re-loaded using website through internet banking login or debit card details and through SMS Banking service of Axis Bank.

9. CUSTOMER OBLIGATIONS

- (i) Cardholder understands that the name, registered mobile number and other details provided by the cardholder to Axis Bank will be shared with iKaaz Software Private Ltd (hereinafter referred to as iKaaz) for the purpose of wallet creation and its operations
- (ii) The Customer understands and agrees that his / her Account shall be linked to Customer's mobile number and / or Card as registered in Axis Bank's records. Axis Bank will not be held liable for any unauthorized use of the Account on account of loss / theft / misplacement of mobile phone and/or mobile SIM and / or Card or deactivation of mobile connection by the concerned Access Provider
- (iii) The Axis PayGO customer having savings account with Axis Bank can block his/her NFC Card/Tag by SMS "PAYGO LOCK" to 97170 00002
- (iv) The Axis PayGO customer having savings account with other bank can block his/her card by visiting <https://www.axisbank.com/bank-smart/axis-paygo>
- (v) The Customer grants express authority to the Bank for carrying out Transactions and instructions and shall not revoke the same. The Bank has no obligation to verify the authenticity of the Transaction instruction sent. The Customer agrees that Axis Bank shall not be held responsible in any manner whatsoever for verifying the authenticity of any Transaction in the Account
- (vi) The Customer shall be permitted to use the Account for Transactions with the specific Merchant Establishment as prescribed by Axis Bank in this regard.
- (vii) The Customer may make payments through the Account by way of NFC Card / Tag Reader Device available at specific Merchant Establishments

- (viii) The Customer confirms and acknowledges that the Merchant Establishment may levy surcharge for payments made through NFC Card / Tag Reader Device and the same shall be debited from the Account along with the Transaction amount
- (ix) The Customer agrees and undertakes not to use Services for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, Axis Bank policy or public policy or for any purpose that might negatively prejudice the goodwill of Axis Bank
- (x) The Cardholder accepts that he/she will be responsible for entering in the correct details during registration or loading of PAYGO wallet. In no event shall Axis Bank be held liable for any erroneous transactions incurred, arising out of or relating to the Cardholder entering any wrong details
- (xi) The Cardholder agrees not to share his/her Internet Banking Login ID, Password, Credit/Debit card numbers, Bank account numbers, or such sensitive information, including OTP (One Time Password) with iKaaz call centre agent or any other person or Axis Bank's employee

10. HONOURING PAYMENT INSTRUCTIONS

Axis Bank shall incur no liability if it is unable to effect any payment instruction because of existence of any one or more of the following circumstances:

- (i) If the Account does not contain sufficient funds to process the payment instruction
- (ii) If the funds available in the Account are under any encumbrance or charge
- (iii) Customer has changed his / her mobile number without notification to the Bank and due modification in Bank's records

11. Disclosure

- (i) The Bank reserves the right to disclose to other institutions, such information concerning the Card or the Cardholder as may be necessary or appropriate in connection with its participation in any Electronic Funds Transfer Network.
- (ii) The use of the Card at EDC, POS devices, NFC devices shall constitute the Cardholder's express consent
 - (a) To the collection, storage, communication and processing of identifying and Card balance information by any means necessary for the Bank to maintain appropriate Transaction records
 - (b) To the release and transmission to participants and processors network / other network of details of the Cardholder's account and Transaction information and other data necessary to enable the Card to be used at an NFC, EDC, POS
 - (c) To the retention of such information and data by the said participants and processors in the Bank / other networks
 - (d) To the compliance by the said participants and processors in the Bank's network / other networks with laws and regulations governing disclosure of information to which such participants and processors are subject
 - (e) To the disclosure of information to third parties about the Transaction where if so necessary for completing Transaction, or when necessary to comply with law or government agency or court orders or legal proceedings or when

necessary to resolve errors or question the Cardholder has raised or in order to satisfy the Bank's internal data processing requirements

- (iii) The Cardholder hereby expressly authorize the Bank to disclose at any time and for any purpose, any information whatsoever relating to his personal particulars, Card Transaction, or dealings with the Bank, to the head office or any other branches, subsidiaries, or associated or affiliated corporations of the Bank wherever located, any government or regulatory agencies or authorities in India or elsewhere any agents or contractors which have entered into an agreement to perform any service(s) for Bank's benefit and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure
- (iv) The obligations with respect to the accounts hereunder are payable online through website and are subject to the local laws (including, without limitation, any governmental acts, orders, decrees and regulations, including fiscal and exchange control regulation).

12. ADDITIONAL TERMS & CONDITIONS

- (i) Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Customer with the Merchant Establishment. It is clarified that Axis Bank shall not be responsible or liable for any deficiency in goods and/or services purchased using Axis PayGO. This exclusion of liability shall apply even for goods and / or services made available by Axis Bank under promotional schemes. You are instructed to satisfy yourself regarding the quality, quantity and fitness of any good and / or service before purchasing the same
- (ii) For any complaints/queries, please contact iKaaz customer support at:

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| Customer care number | 99720 22223 (available from 10 am to 7 pm from Monday to Friday) |
| Customer Care email address | mowa.support@ikaaz.com |
- (iii) Further, in case of complaints/queries, the Cardholder(s) should provide sufficient and correct details to the concerned officials in order to enable iKaaz to investigate and respond on the complaint or query appropriately.
- (iv) Any amount transferred erroneously by the Customer to any Merchant Establishment shall not be refunded to the Customer by Axis Bank in any circumstances
- (v) In the event of any dispute, Axis Bank records shall be binding as the conclusive evidence of the Transactions carried out through the Account
- (vi) Axis Bank shall send all customer communications by SMS and the SMS shall be deemed to have been received by you after they have been submitted for delivery to the mobile phone operator
- (vii) You agree to receive all promotional, offers or other messages including Transactional messages from Axis Bank or iKaaz Software Private Ltd.
- (viii) The Cardholder agrees not to share his/her Internet Banking Login ID, Password, Credit/Debit card numbers, Bank account numbers, or such sensitive information,

including OTP(One Time Password) with iKaaz call centre agent or any other person or Axis Bank's employee

- (ix) Any payment requisition received from iKaaz by the Bank for payment shall be conclusive proof that the payment recorded on such requisition was properly incurred at the Merchant Establishment by the Cardholder except where the mobile phone / NFC Card has been reported to the iKaaz Cardholder Care as lost, stolen or fraudulently misused, by the Cardholder before carrying out the Transaction. However, if the Cardholder reports the loss/misuse of the mobile phone / NFC Card after the Transaction has been carried out, the onus of proof for such loss shall be on the Cardholder(s)
- (x) Axis Bank makes no express or implied warranty, guarantee, representation or undertaking whatsoever regarding the Services, which are not expressly mentioned herein
- (xi) Axis Bank shall not be responsible for any acts or omissions of any third party including iKaaz, Merchants Establishments etc., with regard to services which are not expressly authorized by Axis Bank
- (xii) Under no circumstances shall Axis Bank be liable to the Cardholder or any third party for any delays, loss of business, profit, revenue or goodwill, anticipated savings, damages, fees costs, expense, etc. or for any indirect or consequential, special or exemplary damages or loss arising in connection with the PAYGO services or due to unavailability/usage of Services or in performance of its obligations or otherwise
- (xiii) Axis Bank shall not be liable to any person for injuries or damages resulting from omissions, interruptions, delays, errors in transmission, failures or defects in equipment, or disconnection of the mobile services / discontinuing of card usage or any other cause including but not limited to the failure to transmit, or any other causes beyond the control of Axis Bank or for any reason whatsoever
- (xiv) iKaaz shall send all Cardholder communications by SMS and the SMS shall be deemed to have been received by you after they have been submitted for delivery to the mobile phone operator
- (xv) Axis Bank shall not be held liable for any delay or loss that may be caused in delivery of the Offers/Promotional code
- (xvi) In the event any alternative Offers/Promotional code is offered, selection of the same shall be at the sole discretion of Axis Bank
- (xvii) Axis Bank does not guarantee and make any representation about the quality, usefulness, worthiness and/or character of the Offers/Promotional code, and shall not be responsible if the same, in any way, is found to be defective
- (xviii) Axis Bank reserves the right to disqualify / exclude any merchant establishment or Cardholder from Axis PayGO, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under Axis PayGO or otherwise by use of the Card
- (xix) No queries shall be entertained after 15 days from the closure date of the Axis PayGO Program Period. The existence of a dispute, if any, regarding the Offers/Promotional code shall in no event constitute a claim against Axis Bank
- (xx) The participation of Axis PayGO service is entirely voluntary and it is understood, that the participation by the Cardholder/s shall be deemed to have been made on a voluntary basis.

- (xxi) These Terms and Conditions shall be in addition to and not in substitution / derogation to the terms and conditions governing the Facility / Primary Terms and Conditions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the terms and conditions applicable to the Facility / Primary Terms and Conditions.
- (xxii) A Cardholder is entitled to only one Offers/Promotional code during the offer period.
- (xxiii) The terms and conditions shall be subject to applicable regulatory guidelines and prevailing laws & regulations amended from time to time. Axis Bank shall have the liberty to modify/discontinue the terms of offer 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 offer 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 offer cannot be continued without total compliance of prevailing laws/regulations at any point of time then this offer shall be deemed to be terminated forthwith from the date when the amended law restricting/prohibiting the terms of offer comes into force.

13. TERMINATION

- (i) Axis Bank may, at its discretion, withdraw temporarily or terminate the Services, either wholly or in part, at any time without giving prior notice to the Customer
- (ii) Axis Bank may, without prior notice, suspend the Services 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 Services
- (iii) Axis Bank shall endeavor to give a reasonable notice for withdrawal or termination of the Services.

14. CLOSURE OF ACCOUNT

- (i) Axis Bank reserves the right to close or freeze the Account(s) / Services, under due notice to the Customers for reasons which may include, but not limited to, the following:
 - (a) In case any of the details / information and / or documents furnished at the time of registration are found to be fake / forged / defective;
 - (b) Improper conduct of the Account in terms of volume / type of Transactions/any other reasons;
 - (c) For unsatisfactory conduct of the Account.
 - (d) Mobile number used to register for Account is not the same as mobile number registered in Savings Account
 - (e) Two Accounts held by one person
- (ii) The Customer shall be solely liable for all costs / charges arising out of such closure / freezing of the Account(s)
- (iii) The balance amount in the Axis PayGO account, upon the request of the Customer in this regard, may be transferred to the Saving Account. However, such

balance transfer shall be subject to income tax deduction as per the applicable laws

- (iv) Upon closure of the Savings / Salary Account(s) for any of the reasons, the Cardholder shall take steps to collect any balance amount in the Account, if any, and till such time the Cardholder collects such amounts, Axis Bank reserves the right to keep such amounts in a internal account without any interest being payable on the same

15. BANKER'S LIEN AND SET-OFF:

- (i) Axis Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held / balances lying in any account of the Customer, to the extent of all amounts payable by the Customer arising as a result of any of Axis Bank's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by Axis Bank to the Customer. Axis Bank is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to Axis Bank, whether actual or contingent, or whether primary or collateral, including without limitation indebtedness under any indemnity given by the Customer to Axis Bank hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any account(s) held by the Customer with Axis Bank, notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. Axis Bank's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up
- (ii) In addition to Axis Bank's rights of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorizes Axis Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of Axis Bank Limited (whether in India or elsewhere); and (b) to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or jointly with any other person, with any branch or office of Axis Bank Limited (whether in India or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms or for the Customer's account(s) or under the terms of any other facilities that may be granted by Axis Bank to the Customer.
- (iii) The above mentioned rights of Axis Bank are without prejudice to the obligations of the Customer to pay to Axis Bank when due all its indebtedness and without prejudice to any other rights that Axis Bank may have against the Customer for recovery of outstanding from Customer to Axis Bank.

16. FORCE MAJEURE

- (i) Bank shall inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Bank, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.
- (ii) Bank shall not be liable for any failure to perform any of its obligations under these Terms or the specific terms and conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

17. Miscellaneous

- (i) The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by clicking on the terms and conditions check box during registration
- (ii) The card holder agrees that he/she has no objection in authenticating himself with aadhaar based authentication system and consent to providing my Aadhaar number, Biometric and/or One time pin (OTP) data (and/or any similar authentication mechanism) for aadhaar based authentication for the purpose of availing the banking services from Axis Bank.
- (iii) The card holder agrees that the biometrics and/or OTP for any other authentication mechanism he/she may provide for authentication shall be used only for authenticating his/her identity through Aadhaar authentication system only for that specific transaction and for no other purpose.
- (iv) The Bank reserves the right to revise policies, features and benefits offered on the Card and alter these Terms and Conditions from time to time and the updated Terms and Conditions thereon will be made available on the Axis Bank website www.axisbank.com. The Cardholder will be bound by such alterations unless the Account is de-registered with the Bank before the date upon which any alteration is to have effect
- (v) These terms form a contract between the Cardholder and the Bank. By accepting the service, the Cardholder accepts these terms and conditions.
- (vi) By accepting the terms and conditions during the registration customer acknowledges to receive Terms and condition and BCSBI code on SMS to registered mobile no.
- (vii) The Bank could make changes including (but not limited to) the purposes / reasons listed below:
 - ✓ Impose or increase charges relating solely to the use of the Gift Card
 - ✓ Increase the Cardholder's liability for losses relating to Transactions with his / her Card
- (viii) The Bank may also make a change without notice if the change is necessary to maintain or restore the security of the electronic system or equipment used for the Card Transactions

- (ix) Notification of these and any other changes may be given by the Bank delivering it to the Cardholder through the Axis Bank website www.axisbank.com
- (x) The Bank may also give the Cardholder notice of variation of these terms and conditions by posting the same on the Axis Bank website
- (xi) These Terms and Conditions shall; a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and, b) apply in addition to the Bank's General Terms and Conditions for deposit account and any other of the Bank's Terms and Conditions otherwise applicable. However in case of conflict, these Terms and Conditions for Pre-Paid Wallet facility shall prevail as regards Transactions under the Pre-Paid Wallet facility.

18. Assignment

The Bank shall be entitled to sell, assign, or transfer Axis Bank's right and obligations under the Terms to any person of Axis Bank's choice in whole or in part and in such manner and on such terms and conditions as Axis Bank may decide. Any such sale, assignment, securitization or transfer shall conclusively bind the Customer and all other persons. The Customer, his heirs, legal representatives, executors, administrators and successors are bound by the Terms. The Bank may sub-contract and employ agents / Service Providers to carry out any of its obligations under this contract. However, the Customer shall not be entitled to transfer or assign any of his rights and obligations hereunder.

19. WAIVER

No failure or delay by Axis Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of Axis Bank as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

20. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and / or the Transaction shall be governed by Indian Law and all courts in Mumbai shall have the exclusive jurisdiction as regards any claims or matters arising out of the use of the Card.