

Terms & Conditions – Axis Remote Banking

1) Applicability Of The Terms And Conditions: These terms and conditions form the contract between the customer and the BANK (hereinafter referred to as Bank/AXIS BANK) and shall be in addition to and not in derogation of other terms and conditions relating to any account of the Customer and/or the respective product or the service provided by the BANK.

2) Eligibility and Registration

Eligibility

Select Account holders with the bank are auto-registered for this service. The Customer should both be the account holder as well as a signatory or be authorised to act independently.

Registration

Selected savings account holders will be auto registered for this service. In case the customer does not wish to be a part of this program he/ she can opt out at any point in time.

3) Process flow/usage

- a) The Digital Relationship Manager (DRM) caters to servicing and assisting the targeted customer audience in terms of Financial, Non-Financial and informatory transactions. The mode of service will remain over the phone, E-mail and any other digital mode that Axis Bank launches. The DRM will capture the data given by the customer over an interface that will prompt the customer to authenticate the transaction by use of the 1st level of authorisation (Debit Card PIN), followed by the 2nd level in the form of an OTP. This will be followed by customer pressing "1" to finally submit the transaction request on the interface and freeze the screen, thus preventing any further manual input and intervention on the part of the DRM. The full scope of Axis Remote Banking services will be separately intimated to the Customer by way of a Emailer.
- b) The Digital Relationship Manager would be providing the name, designation, telephone number (landline) and the e-mail ID.
- c) The customer of the said program would be solely responsible for ensuring that correct instructions (including transferee details) are given to the DRM for carrying out the transactions. The bank shall have no responsibility to verify any information contained in such instructions
- d) The Bank shall be entitled from time to time to determine and impose any limit whether in amount, frequency of use or otherwise on the use of the fund transfer services through the DRM
- e) Neither Axis Bank nor its subsidiaries or affiliates shall be liable for any unauthorized persons accessing the records and / or Accounts/ information through the use of Axis Remote Banking program through any means including phishing/vishing and/or hacking and the customer hereby fully indemnifies and holds AXIS BANK and its subsidiaries and affiliates harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. Bank, however shall endeavor to maintain the confidentiality, secrecy and security of the Personal or Account information being provided to the DRM.
- f) g) AXIS BANK shall under no circumstance, be held liable to the customer if the Axis Remote banking program is not available in the desired manner for reasons owing to force majeure circumstances or any other reason beyond the control of AXIS BANK.

All the records (including recording of the telephonic conversation and electronic, e-mail transactions or any other digital medium) of AXIS BANK generated by the transactions arising out of the use of the AXIS BANK Remote Banking Program, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transaction.

- g) For the protection of both the parties, and as a tool to correct misunderstandings, the customer understands, agrees and authorizes AXIS BANK, at its discretion, and without further prior notice to the Customer, to monitor and record any or all telephone conversations (if any) between the Customer and AXIS BANK and any of its employees or agents or instruction provided by the Customer to AXIS BANK.
- h) NEFT transactions will be charged as per the following criteria:
 - i) On Saving accounts - The following charges would be debited (i) a charge of Rs. 2.50/- (+Taxes) per transaction for transactions upto Rs.10000/- (ii) a charge of Rs.5 /- (+Taxes) per transaction for transactions greater than Rs.10000/-.
 - i) AXIS BANK shall stand indemnified against any erroneous entries made by the client on the IVR and subject to his concurrence by giving his validations through any strokes /commands. The Customer hereby also agrees to fully indemnify and hold AXIS BANK and its subsidiaries and affiliates harmless against any suit, proceeding initiated against it or any loss, cost or damage incurred by him as a result thereof. The Customer shall indemnify the Bank for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality

Audio or any other digital logs will be held on record for a period as prescribed under Banking laws and practice and as per norms of the Bank.

4) Authorisation

- a) The Customer irrevocably and unconditionally authorises Bank to access all his Accounts for effecting banking or other transactions of the customer through the program.
- b) The authority to record telephone call/e-mails or any other digital communication is hereby expressly granted by the customer to Bank. All such records available with the Bank basis which the transactions are carried out including the time of the transaction shall be conclusive proof of the genuineness and accuracy of the mandate given by the Customer for carrying out the transactions.
- c) Customer authorises Bank to send any message or make calls to his mobile phone to inform him about any promotional offers including information regarding banks' new products either now available or which the Bank may come up with in the future, greetings or any other message that the Bank may consider appropriate to the customer.
- d) The Customer irrevocably and unconditionally agrees that such calls or messages made by the Bank and or its agents shall not be construed as a breach of the privacy of the customer and shall not be proceeded against accordingly.
- e) The Bank shall make all reasonable efforts to ensure that the customer's information is kept confidential. The Bank however shall not be responsible for any divulgence of confidential information by way of phishing attacks, vishing attack, hacking etc.

5) Accuracy of Information

- a) The Customer takes the responsibility for the correctness of the information supplied by him to the Bank through the use of the said facility or through any other means such as electronic mail or telephonic communication.
- b) The Customer 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 Customer only and thus agrees to furnish accurate information at all times to the bank. If the Customer suspects that there is an error in the information supplied by Bank to him, he shall inform the Bank immediately. The Bank will endeavor to correct the error promptly wherever possible on a best effort basis.

- c) The Bank agrees that it shall to the best of its ability and effort try to provide accurate information at all times. However, the Bank shall not be responsible for any inadvertent errors or omissions that may occur due to reasons beyond the control of the Bank.
- d) The Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the bank to ensure the accuracy of the information provided by the Customer and the Customer shall not have any claim against the bank in an event of any loss/damage suffered by the Customer as a consequence of such inaccurate information.

6) Liabilities and Responsibilities of the customer

- a) The Customer shall be responsible for the accuracy of any information provided by the Customer under the said program including the details like the amount of transaction, details of beneficiary including name, account number etc.
- b) The Customer is solely responsible for protecting his mobile phone number, Debit card PIN and One Time Password over IVR and any password generated by Bank for the use of the program. The said password should not be disclosed to a third party.
- c) The Customer shall not interfere with or misuse in any manner whatsoever the Program and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for damages to the Bank.
- d) The Customer shall be liable to the bank for any kind of unauthorised or unlawful use or disclosure of any of the abovementioned passwords or of the said program or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the Customer only.
- e) The Customer accepts that for the purposes of the said program any transaction emanating from the given mobile phone and mobile number and the e-mail ID shall be assumed to have initiated by the Customer .
- f) The Customer shall request the Bank, in writing as well on phone Banking to suspend the said program, if his mobile phone has been lost or has been allotted to some other person. Also he shall be obliged to inform the Bank about any change in the mobile number or any unauthorised transaction in his account of which he has knowledge.
- g) It shall be the responsibility of the Customer to update himself with regard to any information relating to the services as the Bank may decide to provide certain other additional services under the said program. The Bank shall not be responsible for any disregard on the part of the Customer.
- h) The Customer 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 the Bank within a reasonable time about any unauthorised access in the account.
- i) Notwithstanding the above, illegal or improper use of the Axis Remote Banking Program shall render the Customer liable for payment of pecuniary charges or penalties which AXIS BANK may at its sole discretion decide or may result in suspension of the Axis Remote Banking Program to the Customer.

7) Disclaimer

The bank shall be absolved of any liability in case-

- a) There is loss of any information during processing or transmission or any unauthorised access by any other person or breach of confidentiality.

- b) The 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 Customer or by any person resulting from or in connection with the Program. Axis bank Limited (AXIS BANK) does not give any guarantee or make a warranty and makes no representation about any superior quality attached to the Axis Remote Banking Program
- c) The bank is acting in good faith on any instructions received by the Bank from the Customer. This is a program provided by AXIS BANK for transfer of funds in good faith on the presumption that it will work if the parameters are met. The Customer agrees and acknowledges that AXIS BANK 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 due to the failure of any transaction carried out by the customer and processed by AXIS BANK
- d) The 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 Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the 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 Customer and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the User, the 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 Program. However AXIS BANK shall endeavor to execute and process the transactions as proposed to be made by the customer promptly but shall not be responsible for any lack of response or delay in responding owing to any reason whatsoever, including owing to failure of operational systems or any requirement of law or any force majeure circumstances beyond Bank's control
- e) Any loss incurred by the Customer due to use of the program by any other person with an express or implied permission of the Customer. As far as the Bank is concerned, the Bank shall be acting basing on the valid inputs given by the customer using his confidential credentials. The bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the program for effecting the Customer's instructions.
- f) The bank shall not be held liable for any loss suffered by the Customer due to disclosure of the personal information to a third party by the Bank in compliance with a legal directive, for statistical analysis or for credit rating
- g) AXIS BANK expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the
Axis Remote Banking program.

8) Modification/ Alterations to the program

The Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit with a prior notice of 30 days to the Customer. Any such amendment shall be communicated to the Customer via email or by displaying on the website <http://www.AxisBank.com> or through the program which ever is suitable; and shall be applicable to the Customer availing the program and this shall be deemed as sufficient notice to the Customer.

9) Termination Of The Program

- a) The Customer may request for termination of the program any time by contacting his/her assigned DRM or via SMS. The SMS code would be communicated to the customers by DRM, Email or any other mode.
- b) Notwithstanding the termination of the said program, the Customer shall remain accountable for all the transactions made prior to any such cancellation on the Customer's account.
- c) The Bank may, at its discretion, withdraw temporarily or terminate the Program, either wholly or in part, at any time without giving prior notice to the Customer. The Bank may, without prior notice, suspend the Program 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 Program. The Bank shall endeavour to give a reasonable notice for withdrawal or termination of the Program.
- d) The closure of all Accounts of the Customer will automatically terminate the Program. The Bank may suspend or terminate Program without prior notice if the Customer has breached these terms and conditions or Axis Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.

10) For NRI Customers:

User undertakes that presently he is residing in the country as mentioned in the Account opening form and that he is aware of the laws and regulations of his country of residence with respect to inbound calls to be made by entities located inside / outside the country. Based on the above, User agrees and gives consent to Axis Bank & its representatives to call him on the number as registered with the Bank. The Bank confirms that the calls would be made during the local business hours of the country of residence of the User".