

Terms & Conditions - Axis Merchant App

These terms and conditions ("Terms") form an Agreement between the Merchant and Axis Bank and shall regulate the provisions of the specified products & services provided by Axis Bank through Axis Merchant App.

In case of any inconsistency between these terms & conditions and other primary/ specified terms and conditions relating Axis Merchant App, these Terms & conditions shall prevail.

In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

"Axis Merchant App" provides facility to access payment acceptance modes – SMS Pay and QR code pay and/or other services as may be advised or made available on the Merchant's Mobile Phone by the Bank from time to time on / through Axis Merchant App.

"Mobile Phone" means the handset together with requisite accessories, equipment attachments and other software which is owned / possessed by the Cellular Service subscriber.

"Merchant or user or I" refer to any person who has a business relation with the Bank and who has been authorized by the Bank to avail the Axis Merchant App Service provided by the Bank.

"MID" is Merchant Identification number which is provided by the bank to the merchants once he/she is successfully on-boarded for accepting payments.

"Personal Information" refers to the information about the User obtained in connection with the Axis Merchant App service.

Eligibility

The Merchant should have registered his current Mobile Phone Number with his MID for this service. The Facility shall be made available to the Merchant subject to the condition that he/she downloads the application and sets his/her m-PIN. This Facility shall be made available only to the Merchant satisfying the eligibility criteria and shall be provided at the sole discretion of Axis Bank and may be discontinued by Axis Bank at any time, with prior notice to the customer.

Registration:

I agree that I shall be entitled to use the Axis Merchant App Service only if my application is found in order and the relevant particulars are registered by the Bank. The Bank shall be at liberty to reject my application without assigning any reason.

The Bank reserves the right to decide the type of services, which a category of user may be offered on each account and may differ from category to category.

The Bank may also make additions /deletions to the services offered through Axis Merchant App at its sole discretion.

Axis Bank reserves the right to choose the devices, software platforms, versions, networks, methods, and data services that will be supported. From time to time Axis Bank will publish the officially supported tools, technologies, and versions which shall contain terms and conditions which are applicable for use of the Axis Merchant App. The Customer will comply with these terms and conditions at all times. Any attempts to work around these published requirements or to modify unsupported versions for use of this app will be treated as unauthorized use and violation of this Terms and Conditions Document.

I agree that I shall use only my Mobile Phone to access the Axis Merchant App of the Bank. The access is restricted to me on the specific Mobile Phone Number only as registered with the Bank. I understand the security of the Axis Merchant App PIN (m-PIN) is very important and personal to me and that I must keep my m-PIN confidential and not reveal to any third party. I shall not write/record it at any place whereby some other person can come to know my m-PIN number. I understand that in case I fail to follow/adhere to these I shall be solely responsible for consequences arising there from. I must not let any other person have access to my Mobile Phone or leave the Mobile Phone unattended. I shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any unauthorized means.

During the process of registration of Axis Merchant App, merchant will be asked to enter MID and registered phone number to set mPIN and the merchant is at liberty to change the m-PIN as many number of times as possible at his risk and consequences. The merchant will be solely responsible for maintaining secrecy of the m-PIN, so changed, and the Bank in no way shall be responsible for the misuse of the said m-PIN by any person other than the authorized User.

The Bank does not assume any responsibility in this behalf including against loss incurred by the merchant as a result of misuse / unauthorized use of Axis Merchant App Facility.

In case the User forgets the m-Pin the Mobile Banking application as a feature to set new mPIN with help of One Time Password (OTP).

I am responsible for the correctness of information supplied by me to the Bank through the use of or through any other means such as electronic mail or written communication. The Bank doesn't accept any liability for the consequences arising out of erroneous information supplied by me. If I suspect that there is an error in the information supplied to the Bank by me, I shall advise the Bank as soon as possible. The Bank will endeavor to correct the error promptly and adjust any interest or charges arising out of the error.

Liability of the User:

I agree that the access to Axis Merchant App is through my Mobile Phone and any transaction, which originates from the same, whether initiated by me or not shall be deemed to have originated from me. I shall be liable for all loss from unauthorized transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as the following:

- i. Not advising the Bank about unauthorized access to or erroneous transactions from Axis Merchant App

- ii. In case of change in or termination of the Mobile Phone number/SIM Card, not informing the Bank about the change/ termination.

I understand that in the event of loss of my Mobile Phone or it falling in the wrong hands, it can be misused. I indemnify the Bank for any such misuse arising out of the same. I shall not hold Bank responsible for any loss that I may suffer in these circumstances.

The user shall be liable to the bank for any kind of unauthorized or unlawful use of any of the abovementioned passwords or of the said facility or any fraudulent or erroneous instruction given and any financial charges thus incurred shall be payable by the user only.

The user is solely responsible for any unauthorized modifications to the device (such as by way of a "jailbreak" or "Root"). Axis Bank expressly reserves rights, at any time and without prior notice to customers, to change the Axis Mobile Transaction limit of "jailbreak" or "Rooted" devices.

The user 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 unauthorized access in the account.

Liability of the Bank:

The Bank shall, in no circumstances, be held liable to me, if access is not available in the desired manner for reasons including natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, non-delivery of SMS, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person.

Disclosure of Personal Information:

By using the App, you are authorizing us (Axis Bank) to collect and use technical information about the equipment and related software, hardware and peripherals and any data and information stored in the equipment, whether internet-based or wireless, to improve our products and to provide Services to you. By using the application, you consent to us to share these information to any of our agents, Service providers, affiliates or any other third party as the Bank may deem fit. You are also authorizing our affiliates, agents, service providers to transmit, collect, retain, maintain, process and use all aforementioned data to determine services offered to you, or to improve our Services and/or your experience while using the App or for submission to statutory and regulatory authorities.

To allow us to give you a superior experience, we need your permission to access and the user takes a conscious call in giving permission to following:

- Phone Calls: To allow a call to be made for service from the app
- Photos, Media and Files: To personalize the accounts
- Send and View SMS messages: To send SMS from the application

Indemnity:

I shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its merchants or a third party or any claim or action brought by a third party which is in any way the result of the transactions done by me through Axis Merchants App.

Right to amend

Axis Bank expressly reserves the right, at any time and without prior notice to the Merchant/s, to add to and /or alter, modify, change or vary all or in part, the Terms related to this Program.

Governing law and jurisdiction

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. Axis Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the services is accessible.

Communication

Axis Bank and the Merchant may give notice under these terms and conditions electronically to the mailbox of the Merchant (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 the Merchant and in case of Axis Bank at its office at Service Quality Department, Axis Bank Limited, Corporate Office, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400025, Tel: (022) 24252525. In addition, Axis Bank shall also provide notice of general nature regarding the services and terms and conditions, which are applicable to all users of the Services, on the website <http://www.axisbank.com> and/ or also by means the customized messages and notifications sent to the merchant over his Mobile Phone Number as short messaging service ("SMS"). In addition Axis bank may also publish notices of general nature, which are applicable to all users of the services. Such notices will be deemed to have been served individually to each Merchant.

ANNEXURE "A"

DIGITAL CONTENT SUBMISSION POLICY AND GUIDELINES

1. The User represents and warrants that, he is authorized to and has a valid license for using any or all the Digital Contents and all the Intellectual Property Rights contained therein duly vests with the Merchant.
2. The Merchant hereby agrees and confirms , and further, represents and warrants that, the Merchant has the adequate right and power to grant Axis Bank including its agents, affiliates and service providers, an irrevocable, non-transferable, non-exclusive, royalty-free, worldwide right to use, modify, print/emboss, copy, store and reproduce any Digital Contents used/uploaded by the User or any part thereof, to the extent required by Axis Bank for providing the services and/or facilities to the Merchant through the Axis Merchant App.
3. The User confirms to have the ownership/license in all Intellectual Property Rights contained in the Digital Contents used/uploaded by him and further represents to continue to retain the same. Axis Bank understands that, ownership/license in the Intellectual Property Rights contained in the Digital Contents vests in the Merchant and Axis Bank shall not claims any right, interest, title over the said owned/licensed Digital Contents.
4. The Merchant further represents that, the use of the Digital Contents by Axis Bank including its agents, affiliates and service providers, as authorized by the User in accordance with these Terms, shall not violate any Intellectual Property Rights of any third party/(ies) and/or any prevailing laws, rules or regulations.
5. The Merchant agrees and confirms that, any claim or dispute which may arise between the User and any third party with regard to the Digital contents used/submitted by the User shall be resolved between the User and said third party without any reference, whatsoever, to Axis Bank in relation to such a claim or dispute. Axis Bank shall not be held liable for any loss/damage/harm suffered by either the Merchant or any third party in this regard and shall keep Axis Bank including its directors and employees, representatives, agents and/or affiliates indemnified and harmless from the same.
6. The Digital Contents uploaded by the Merchant on the app, should be free of any spyware, malware, virus, error or any other content which is harmful to the app and/or any system, software, server, etc; of Axis Bank or its affiliates, service providers.

Terms & conditions for usage of Digital Contents

Digital Contents containing any of the following elements would not be allowed

1. Trademarks or copyright material that is famous or recognized, including any Digital Contents or part thereof carrying ©,® or ™ signs, having advertising, promotional material including images/audio-visuals of products of specific brands and all the contents that have telephone numbers, URLs, account numbers or email addresses;
2. Any images/audios/audio-visuals of celebrities/ musicians/ athletes/ entertainers/ public figures/ cartoon characters etc. who are widely recognized;
3. Any Digital Contents which is provocative, vulgar, violent, pornographic, obscene or sexual images/ audios/ audio-visuals including those containing nudity, offensive and/or racist and including any images/audios/audio-visuals in which weapons, violence or fire arms have been displayed.

4. Any images/audios/audio-visuals portraying or promoting or likely to incite communal, antisocial or obscene behavior.
5. Any images/audios/audio-visuals wherein intoxication, smoking, narcotics and/or gambling or activities of similar nature have been displayed.
6. Any images/audios/audio-visuals provoking religious or political beliefs and faiths, including anything that portray groups banned by law/ views of which are likely to cause social unrest, anti-social disorder or political or religious statements and/or text or illustrations.
7. Any image/audios/audio-visuals that might reflect poorly or might engender hostility toward the Master Card® or Visa® or any other payment network brands/gateways.
8. Any images/audios/audio-visuals where money or currency is in focus/displayed.
9. Any reference to the Olympic Games trade names, logos, slogans or any other reference identifying of any Card Processing Associations (e.g. Visa, Master Card, American Express, etc.).
10. Any images/audios/audio-visuals that portray profanity or obscenity which portray Axis Bank, Axis Bank logo, or Axis Bank Cards, Brand Name, Trademark, etc; in bad manner.
11. Any images/audios/audio-visuals which show the names, brands, products, services or images of any other Banking or Financial Institution.
12. Any images/audios/audio-visuals that have any emblems, flags, marks, names, logos or any contents pertaining to the Constitution of India or any other government body.