

## **Terms and Conditions - BoAt Payments Wearable Device**

These terms and conditions (Terms) apply to and regulate the provisions of the specified products and services provided by Axis Bank through boAt's application. 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 Axis Bank from time to time.

1. Axis Bank Credit Card Terms & Conditions
2. Axis Bank Debit Card Terms and Conditions
3. Axis Bank Net Banking Terms & Conditions
4. Axis Bank Saving Account Terms & Conditions
5. Axis Bank Mobile Banking Terms & Conditions

In case of any inconsistency between these Terms and Primary/other specified terms and conditions, these Terms shall prevail.

### **Applicability of the Terms & Conditions**

These terms and conditions form the contract between the USER and the BANK and shall be in addition to and not in derogation of other terms and conditions relating to any account of the USER and/or the respective product or the service provided by the BANK.

#### **1. Definitions**

- a. In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise:
- b. User refers to a Card Holder of AXIS Bank, authorized and eligible to avail products and services through this Application by registering himself for the Application.
- c. Debit/Credit Card means an active Debit/Credit card of the user issued by Axis Bank pertaining to the account that is linked to user's Customer ID.
- d. Application refers to boAt's mobile Application solution having linked emulated debit/credit cards. The application is an instrument to be used for provisioning or tokenization of debit/credit cards and transfer the token to their Smartwatch via Near Field communication feature of their mobile phone and to make Tap and Pay transaction using their smartwatch. Customer can add new card, delete and block any card from available cards in this application.
- e. Personal information shall mean any information about the User provided by the User to and obtained by Axis Bank in relation to the services.

- f. "Facility" shall mean the mobile payment service/ facility provided by the Bank of access to information relating to the Debit/Credit cards of the users and usage of product and other services as may be made available on the mobile phone by the bank from time to time through mobile phone.
- g. Application Password: It shall mean password through which User can access products and services offered on the Application.
- h. Registered User: Registered User refers to User who has downloaded and registered on the Application.
- i. "Mobile Phone Number " shall mean the number specified by the User during registration for SMS Banking via secured channel with Axis Bank ATM, Branch for the purpose of availing the facility and on which the customer downloads the Application.
- j. "Mobile Phone" shall mean the handset and the SIM card along with the accessories and necessary software for the GSM and CDMA phones, which is owned by the user.
- k. Axis Bank It refers to Axis Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and Corporate Office at Axis House, Wadia International Centre, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. This term shall be inclusive of any 'affiliates' of the Bank which shall mean and include any company which a holding company or a subsidiary of ; a person under the control of the Bank or any person in which the bank has a direct/ beneficial interest in more than 26% of the voting securities of such person. For the purpose of this definition "control " when used with respect to any person would mean the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" would mean a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
- l. Reference to a gender shall include references to the female, male and neuter genders.

## **2. Eligibility and Usage**

The Customer should have registered his current Mobile Phone Number with the bank and Application. The Facility shall be made available to the Customer subject to the condition that he/she downloads the application, successfully installs it and thereafter authenticate himself with the applicable credentials and sets his 'Application PIN' and thumbprint.

This Facility shall be made available only to the Customers 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. The Customer understands and accepts that any other condition that is a pre-requisite to access the Facility, including, but not

limited to a Mobile Device, Data Connection, data security etc. will be the sole responsibility of the Customer.

The User understands that for a Card to be used on Application it has to be International Chip and PIN enabled.

This digitized Card can be used to make Tap and Pay payments at Point of Sale machine using their Smartwatch device only.

### **3. Authorization**

- a. The user irrevocably and unconditionally authorizes Bank to access his card details registered for the service for effecting Banking or other transactions of the user through the Facility.
- b. The User accepts that there might be some charges levied as a part of provisioning his card details on Application and authorizes the Bank to charge the same.
- c. The user expressly authorizes the Bank to disclose to the service provider or any other third party, all user information in its possession, as may be required by them to provide the services to the user.
- d. The authority to record the transaction details is hereby expressly granted by the User to Bank. All records of 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.
- e. User authorizes Bank to send any message or make calls to his mobile phone/ or display banners or any other communication on Application 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, banners or any other promotional messages or any other message that the Bank may consider appropriate to the user.
- f. The User 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 user and shall not be proceeded against accordingly.
- g. The User authorizes Bank to send any rejection message, if it finds that the request sent by the User is not as per the Bank's format/requirement.

- h. The Bank shall make all reasonable efforts to ensure that the user information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential User information.
- i. The user expressly authorizes the Bank to carry out all request(s) or transaction(s) for and/or at the request of the user as are available to the user through mobile application without the Bank having to verify the authenticity of any request or transaction purporting to have been received from the user through Mobile payment application.
- j. The user grants Bank the permission to push the details of the digitized Card from the application to Card networks to complete the token provisioning transaction and understands that Bank is in no way responsible for any data leak, phishing or misuse that will occur from the same transaction.
- k. The Bank shall have the option to introduce any new facilities through this service at any time in future and the user shall be deemed to have expressly authorized the Bank to make payment of the same when a request is received from him.

#### **4. Liabilities and Responsibilities of the User**

- a. The user shall be responsible for the accuracy of any information provided by the user for availing the facility.
- b. The user shall be responsible for incurring any charges that may arise for using Application apart from but not excluding the transaction value.
- c. The User is solely responsible for protecting his registered mobile phone and Application/Card PIN for the use of the Facility.
- d. The user shall be liable to the 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 user only.
- e. The user must register either physiological biometric data or PIN to prevent others from accessing or using Application on the Device. The user agrees to keep the PIN confidential at all times, and to notify Application and Axis Bank immediately if the Application PIN is stolen, becomes known to an unauthorized third party or is otherwise compromised. If the user loses the Device, then the user can lock the Application and wipe the data off Application to prevent use of Application by others.
- f. The user accepts that for the purposes of the said facility any transaction emanating from the given mobile phone and mobile number shall be assumed to have initiated by the user.

- g. The user shall request the Bank, to suspend the said facility or change mobile number, 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 unauthorized transaction in his card of which he has knowledge.
- h. It shall be the responsibility of the user to update him with regard to any information relating to the services as the 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 user.
- i. User is solely responsible for managing the sessions and activation of smartwatch device linked with his actual card in the application.
- j. User will be liable for any loss on account of the misuse of the Card emulated in the mobile phone. User will accept that the Card can be used on the mobile phone till the sessions are active.
- k. The User understands that Application will send the details of the digitized Card to the card networks for provisioning or token generation and the same token will be saved in the application which has to be transferred to the smartwatch device via Near Field Communication facility on customer's mobile phone
- l. Any liability arising on account of loss of actual card or mobile will be borne by the customer.
- m. 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.

## **5. Indemnity**

In consideration of Axis bank agreeing to provide the Facility to the Customer, the Customer hereby irrevocably agrees, to indemnify and keep Axis bank indemnified, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, suffered or incurred by Axis bank on account of any claims, actions, suits or otherwise instituted by the Customer, 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 Customer, or whether the same have been initiated bona fide or otherwise which transactions, the Customer hereby acknowledges, Axis bank has processed on the transaction instructions and authority of the Customer in accordance with these Terms and Conditions and other applicable Specific Terms and Conditions, as the case may be. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding partial withdrawal of the Facility.

## **6. Confidentiality and Disclosure**

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

## **7. Accuracy of Information**

The user 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 written communication.

The user 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 user only and thus agrees to furnish accurate information at all times to the bank. If the User suspects that there is an error in the information supplied by Bank to him, he shall inform the Bank immediately. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis.

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 to the user and the user shall not have any claim against the bank in an event of any loss/damage suffered by the user as a consequence of the inaccurate information provided by the bank.

## **8. Termination**

In case the customer wishes to terminate the service, they can deregister from the application by visiting Settings Menu of the application. Alternatively they can request Application to deregister from the service. Notwithstanding the termination of the said facility, the user shall remain accountable for all the transactions made prior to any such termination on the user's account. The 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 User. The 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 User will automatically terminate the Facility. The Bank may suspend or terminate Facility without prior notice if the User has breached these terms and conditions or Axis Bank learns of the death, bankruptcy or lack of legal capacity of the User. Except as otherwise provided by the applicable law or regulation, Axis 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 the Customer.

### **Right to Lien and Set-off**

Axis 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 the Bank or in any other account to the extent of all outstanding dues, whatsoever, arising as a result of provision of Services to the User and/or access by the User of facility.

## **9. Disclaimers**

The bank shall be absolved of any liability in case:

- a. The user 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 the Bank the Bank shall not be accountable. Also the bank is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the user or any other person due to any lapse in the facility owing to the above-mentioned reasons.
- b. The user is acting in good faith on any transaction instructions received by Axis bank;
- c. There is any unauthorized use of the Customer's Application/Card PIN, or Mobile Phone or for any fraudulent, duplicate or erroneous transaction instructions given by use of the Customer's PIN or Mobile Phone;
- d. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- e. There is any lapse or failure on the part of the service providers or any third party affecting the said facility and that the bank makes no warranty as to the quality of the service provided by any such provider.
- f. The Bank does not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through the Facility. 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 User or by any person resulting from or in connection with the Facility.
- g. Mobile phone should not be locked/pattern locked while doing the transaction. User has to unlock the mobile & bring the same nearby EDC to proceed with the transaction.

- h. The customer will receive a charge slip from the merchant, and also receive an SMS/Emailer on his/her registered contact details once the transaction is successful.
- i. The digitized card will have same card details & expiry as the main card.
- j. Only the first and last 4 digits of the digitized card number will be displayed within the Application. The complete card number of digitized card will be securely stored in Mobile device on which application is installed.
- k. The Digitized card will be used for all POS transactions and the digitized card will be printed on charge-slip post successful transaction.
- l. Card holder cannot request for physical card against the virtual card.
- m. 'Tap & Pay' functionality is valid for select card holder/s having android device with Near Field Communication capability.
- n. 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 User 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 User 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 Facility.
- o. Notwithstanding anything in the contrary provided in this terms and conditions, the Bank shall not be involved in or in any way liable to the User for any dispute between the User and a cellular services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise).
- p. Any loss incurred by the user due to use of the facility by any other person with an express or implied permission of the user. The 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 user's instructions.
- q. The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, 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.



## **10. Modification/Alterations To The Facility**

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 without any prior notice to the user. Any such amendment shall be communicated to the user by displaying on the website . <http://www.axisbank.com> ; and the USER shall be bound by such amended terms and conditions

## **11. Communication**

The Bank and the user may give notice under these terms and conditions electronically to the mailbox of the user (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 User 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) 2425 2525. In addition, the Bank shall also provide notice of general nature regarding the facility and terms and conditions, which are applicable to all users of the Facility, on the website <http://www.axisbank.com> and/ or also by means the customized messages sent to the user over his mobile phone as short messaging service ("SMS"). In addition the bank may also publish notices of general nature, which are applicable to all users of the facility. Such notices will be deemed to have been served individually to each user.

## **12. 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. The 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. Axis 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.