

Terms & Conditions – KMRL Axis Bank Kochi1 App

1. KMRL Axis Bank Kochi1 App, in all of its forms, whether it be featured on the www.axisbank.com website or any of the Axis Bank Kochi1 mobile application (“apps”, “Kochi1 App”) services, is a product of Axis Bank Limited Axis Bank (“Axis Bank”).
2. By using the KMRL Axis Bank Kochi1 App you are agreeing to be bound by the following terms and conditions.
3. Axis Bank reserves the right to update and change the terms and conditions that apply to all clients without notice. The updated terms and conditions will only be in effect once they are published on the Axis Bank web site. Continued use of the Kochi1 App product after any such changes shall constitute your consent to such changes.
4. The definition of “The User” used in this document pertains at all times to any individual that is registered with the Kochi1 App.
5. Any Kochi1 App offer made by Axis Bank is limited to the duration advertised or in the absence of such time or in the event of any error or omission shall be valid for 24 hours from when it first appeared unless Axis Bank in its sole discretion decides to change the extent or duration of any offer.
6. Any reference to a sum charged by Axis Bank in Kochi1 App is in the Indian Rupee (INR) unless otherwise noted and is subject, where applicable, to the addition of India’s Goods & Services Tax (GST).
7. The User is responsible for maintaining the security of their Kochi1 App account and password (MPIN), biometrics, OTP or any other similar authentication factor implemented from time to time and sharing the same with whosoever for reason whatsoever is not permitted.

Kochi1 App Standard Offering

8. These terms and conditions cover the transit mobile application referred to as Kochi1 App offered by Axis Bank.
9. It is understood and agreed by The User that issues can occur and that in the event of any customer complaint or concern The User shall refer it, or them, to Axis Bank, either via Kochi1 App support or directly. This will not be a basis for voiding its obligation to pay Axis Bank or withholding payment.
10. It is understood by The User that Kochi1 App will operate on iPhone, iPads, Android Phones and Android Tablets (Compatible with Android 2.1 (Eclair) and beyond). Axis Bank warrants that the Kochi1 App service shall be performed with reasonable care in a diligent and competent manner. To the fullest extent permitted by law, this clause is Axis Bank only warranty concerning the services and is made expressly in lieu of all other warranties and representations, express or implied, including warranties of merchantability, non-infringement or fitness for a particular purpose, or otherwise.
11. Axis Bank may issue an update to the Kochi1 App which may add, modify and/or remove app features. These updates may be pushed out automatically without notice, although Axis Bank intends to notify the User in advance of an upcoming update with details on what the update includes.
12. Axis Bank does not warrant and is not responsible for any products or services, including delivery of messages by carriers, on other networks or on other providers systems or infrastructure which is beyond the best efforts of Axis Bank, which it is accepted to have been made by Axis Bank on its own systems.
13. Axis Bank does not warrant to any client the benefit of any Kochi1 App products or services that any client shall acquire from Axis Bank.
14. By completing the registration on Kochi1 App the User is acknowledging agreement upon these Terms and Conditions.
15. Where The User specifically uses or requests the use of material that may be protected under copyright laws, The User agrees to indemnify Axis Bank for any infringement on such copyright.
16. Kochi1 App’s Customer Service and Technical Support can be reached via email at transitapp.support@axisbank.com. Kochi1 App or Axis Bank gives no warranty to respond to any email or concern other than as soon as it can practicably do so.

17. The User indemnifies Axis Bank from and against any claim, demand, action, suit or proceeding that may be brought by any person against them or their employees or agents or any of them in respect of personal injury to or the death of any person whatsoever or loss of or damage to any property or any other loss or damage whatsoever arising out of or as a consequence of an unlawful act or negligent act or omission by The User in the execution of the work under this Agreement, or by their use of their account, and also from any costs and expenses that may be incurred with any such claim, demand, action suit or proceeding.
18. The User is to provide its own hardware and internet connections required to use the service and are solely responsible for all costs and fees associated with that usage.
19. Axis Bank will not accept responsibility for any server down time, server delayed response time, network issues, or any other issues caused by interruption or intermittent issues of the underlying hosting service provider.
20. The User must not hack the Kochi1 App service or modify another website so as to falsely imply that it is associated with Kochi1 App or Axis Bank.
21. Axis Bank expressly makes NO claim or representation that:
 - a. will be relied upon or warranty that the Kochi1 App service is or will be error free or that the information or the apps it supplies will be timely, uninterrupted or secure in part or whole during service provision;
 - b. oral or written advice afforded by Kochi1 App or Axis Bank or its representatives or those holding out or perceived to be its representatives or in some relationship with Kochi1 App of any type may be relied upon in any way or create any warranty or representation under any circumstance.
22. Axis Bank or any related entity or party of Axis Bank will not under any circumstances accept liability for any damages or losses occurring be they direct, indirect, incidental, identifiable, special or consequential arising from not being able to use or fully use the Kochi1 App servers or apps or arising from any mistake, omission, interruption, deletion to data or loss of data or virus or howsoever occurring which affects the performance or availability of the app or being able to transact via the app.
23. It is accepted as fundamental to any relationship with Kochi1 App that any party receiving its services will indemnify, defend and not seek any claim from Axis Bank regardless as to any other party/ies actions, claims or liability, costs, losses and expenses claimed to arise from use or attempted or sought use of Kochi1 App services and such protection and indemnity shall occur without limit or exception.
24. The terms and conditions and the relationship with Axis Bank shall continue regardless of any assignment of interest by or in Kochi1 App to a related or non-related entity.
25. In the event that Axis Bank were to delay any right of action arising pursuant to these terms and conditions, any updated changes to these terms and conditions or arising from its contractual rights or in tort it shall not give rise to any waiver by Axis Bank to seek protection and enforcement of such rights.
26. The User shall be responsible for all the financial transactions done using Kochi1 App including the security of credentials of selected payment mode and One-Time Password (OTP) or MPIN used to authorize the transaction.
27. The User shall be responsible for the security of QR code tickets purchased using Kochi1 App.
28. The User must not share QR code ticket with anyone, and in violation of this, is not liable to any compensation from Axis Bank or related entity.
29. In case of ticket related issues, the User must reach out to customer support of Kochi Metro on 18004250355 or kochi1@kmrl.org
30. In case of payment related queries, the User must raise charge-back with the issuing bank and must not hold Axis Bank accountable in case of failure of transactions.
31. The map, distances and time shown in Kochi1 App are not to be scaled and are for reference only.
32. The timings of departure, arrival or travel of different modes of transport shown in the app are at the sole discretion of responsible transport authorities and Axis Bank is not responsible for the same.
33. The User understands and agrees that journey planner facility in the app is only indicative and bank assumes no responsibility whatsoever for the accuracy of data, operational schedules such as time table,

fare, route, vehicle details, platform, live or offline traffic updates and the responsibility, if applicable, rests with the entities operating the service or providing the data for display in mobile app.

34. User understands and agrees that no claim whatsoever arises against bank for any denial of service by respective transit operator or delay in operation or any other reason having financial or non-financial implications for user. The user shall use the facility upon his/her discretion and no compulsion from bank.
35. If a User has registered using KMRL Axis Bank Kochi1 Card, then the User is bound by terms & conditions applicable for Kochi1 Card. For details terms on conditions on Kochi1 Card, visit www.axisbank.com/Kochi1

Use of SMS

36. Axis Bank Kochi1 Any reference to Short Message Services (SMS) in these Terms and Conditions is only applicable in the event of provision of SMS being supplied to The Client by Axis Bank.
37. The User will be responsible for all costs incurred from the use of any SMS service via Kochi1 App for The User which will be charged as per network service provider of The User.
38. In the event that The User utilizes SMS to promote Kochi1 App to other parties he/she shall ensure that the message and phone numbers they are to broadcast with a link to Kochi1 App are accurate.

Privacy Policy

Last updated: 23-12-20

Axis Bank Limited ("us", "we", or "our") operates Kochi1 App (the "App"). This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site.

We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

Information Collection and Use

We may collect information about you in a variety of ways. The information we may collect on the App includes:

Personal Data

Personally identifiable information, such as your name, email address, and mobile number, and demographic information, such as your age, gender, and occupation. You are under no obligation to provide us with personal information of any kind, however your refusal to do so may prevent you from using certain features of the Site and the App.

Derivative Data

Our servers automatically collect Information when you access the App such as your device name and type, your operating system, your phone number, your country, and other interactions with the via server log files, as well as any other information you choose to provide.

Mobile Device Data

Device information, such as your mobile device ID, model, and manufacturer, and information about the location of your device, if you access the Site from a mobile device.

Financial Data

Financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) that we may collect when you purchase, top-up, return, or request information about our services from the App. We store only very limited, if any, financial information that we collect. Otherwise, all

financial information is stored by our payment processor and you are encouraged to review their privacy policy and contact them directly for responses to your questions.

Mobile Application Information

If you connect using our mobile application:

- **Geo-Location Information.** We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.
- **Mobile Device Access.** We may request access or permission to certain features from your mobile device, including your mobile device's [bluetooth, location, storage, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage,] and other features. If you wish to change our access or permissions, you may do so in your device's settings.
- **Mobile Device Data.** We may collect device information (such as your mobile device ID, model and manufacturer), operating system, version information and IP address.
- **Push Notifications.** We may request to send you push notifications regarding your account or the Application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

USE OF YOUR INFORMATION

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the App:

- Create and manage your account.
- Administer promotions, and offers
- Compile anonymous statistical data and analysis for use internally or with third parties.
- Deliver targeted advertising, offers, coupons, and other information regarding promotions and the App to you.
- Email you regarding your transactions when requested by you.
- Fulfill and manage ticket purchases, top-up, payments, and other transactions related to the App.
- Increase the efficiency and operation of the App.
- Monitor and analyse usage and trends to improve your experience with the App.
- Notify you of updates to the App.
- Offer new products, services, updates, and/or recommendations to you.
- Perform other business activities as needed.
- Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
- Process payments and refunds.
- Request feedback and contact you about your use of the App .
- Resolve disputes and troubleshoot problems.
- Respond to product and customer service requests.
- Solicit support for the Site.
- Make suggestions about nearby metro stations, bus stops, offer outlets, etc. using geo-location services.

DISCLOSURE OF YOUR INFORMATION

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

By Law or to Protect Rights

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

Third-Party Service Providers

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance or ticket or ride booking through Kochi1 app

Marketing Communications

With your consent, or with an opportunity for you to withdraw consent, we may share your information with third parties for marketing purposes, as permitted by law.

Affiliates

We may share your information with our affiliates, in which case we will require those affiliates to honour this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

Business Partners

We may share your information with our business partners to offer you certain products, services or promotions.

Social Media Contacts

If you share content to Social Media using the App / Site your contacts on the social network will see your name, profile photo, and descriptions of your activity.

Other Third Parties

We may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

Website Analytics

We may also partner with selected third-party vendors Google Analytics and others, to allow tracking technologies and remarketing services on the App through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the App, determine the popularity of certain content and better understand online activity. By accessing the App, you consent to the collection and use of your information by these third-party vendors. You are encouraged to review their privacy policy and contact them directly for responses to your questions. We do not transfer personal information to these third-party vendors.

THIRD-PARTY WEBSITES

The Site [and our mobile application] may contain links to third-party websites and applications of interest, including advertisements and external services that are not affiliated with us. Once you have used these links to leave the App, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the App.

SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 12. If you become aware of any data we have collected from children under age 12, please contact us using the contact information provided below.

CONTACT US

If you have questions or comments about this Privacy Policy, please contact us at Transitapp.support@axisbank.com