

Terms & Conditions for Axis Bank One Mumbai Smart Cards

These detailed Terms & Conditions apply to and regulate the issuance and usage of this MMOPL Axis Bank 'One Mumbai Card' ("Card") facility offered by Axis Bank Limited ("Axis Bank") in association with its Co-branding & Distribution Partner, Mumbai Metro One Pvt Ltd ("MMOPL") and form the complete contract between the Cardholder and the Bank, subject to which the Card is issued by the Axis Bank.

In relation to these terms and conditions:

- All references to singular shall include plural and masculine gender shall include feminine gender
- The clause headings are only for convenience and do not affect the meaning of the relative clause
- If any provision hereof so held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted here from and the remaining Terms and Conditions shall continue in force and effect

Definitions:

1. **"The Bank"**, **"Axis Bank"**, means Axis Bank Limited and its successors, assigns, representatives, subsidiaries and affiliates.
2. **"MMOPL"** means and refers to in context of the said Card Program, the Company (including its successors and assigns) i.e., Mumbai Metro One Pvt Ltd, engaged as the Co-Branding partner of Axis Bank
3. **"Card"**, **"Smart Card"**, **"One Mumbai card"** or **"Prepaid Card"**, refers to the MMOPL Axis Bank 'One Mumbai Card' Card which is a RuPay / Mastercard enabled Domestic Prepaid Card issued by Axis Bank in association with its Co-branding & Distribution partner Mumbai Metro One Pvt Ltd ("MMOPL") to its Customer.
4. **"Cardholder"**, **"you"**, **"your"**, **"him"** or similar pronouns shall, where the context so admits refers to a Customer of Card and who is permitted and authorised to hold and use the Card. All references to the Cardholder in one gender will also include the other gender.
5. **"ATM"**, refers to Automated Teller Machine in India
6. **"Available Amount"** means in relation to a Card, the amount available at a given point of time for use on the Card, being a sum of amount(s) deposited in the Card Account as reduced by
 - a) The amount(s) utilised by using the Card for Transaction(s) and
 - b) Fees, costs and expenses on the Card charged by the Bank to the Card Account
7. **"PIN"**, means the Personal Identification Number (required to access ATMs and for making payments at any RuPay / Mastercard enabled Point-of-Sale (POS) / Merchant establishment) allocated to the Cardholder by Axis Bank and can be reset by the Cardholder in the event where the said PIN is lost or misplaced by the Cardholder and/or from time to time for security reasons.
8. **"Transaction"**, means any instruction given, by a Cardholder by using his Card directly or indirectly, to Axis Bank to effect action in view of such instruction on the Card
9. **"Merchant"** or **"Merchant Establishments"**, shall mean establishments wherever located, which accept / honour the Card and shall include amongst others: stores shops, restaurants, airline organisations, etc. and those locations/ establishment as may be advertised by Axis Bank and/or RuPay / Mastercard, from time to time.
10. **"EDC"** or **"Electronic Data Capture"** or **"POS machine"** or **"point-of-sale device"** refers to electronic Point-of-Sale swipe terminals at Merchant establishments, whether of Axis Bank or any other bank, on the shared network, that permit debiting of the Card account for purchase transactions from merchant establishments.
11. **"eBalance"** refers to balance maintained in the card backend system which can be used for making purchases at retail POS location and Ecommerce transactions
12. **"Chip/card balance"** refers to the balance maintained on the card chip which can be used for making offline tap and go transactions at Mumbai Metro stations
13. **"RuPay / Mastercard"**, is the registered Payment network with whom Axis Bank has entered into agreement for issuance of prepaid Cards

This Card is issued by Axis Bank Limited having its registered office at "Trishul, Opposite Samartheswar Temple, Law Garden, Ellis Bridge, Ahmedabad-380006, Gujarat, India" in association with its co-branding & distribution partner i.e. Mumbai Metro One Pvt Ltd on the following terms and conditions:

Applicability

The Cardholder shall be deemed to have understood and unconditionally agreed to and accepted these Terms and Conditions by applying for the Card or by submitting the Application for the Card or by using or accepting the Card, in the form and manner prescribed by Axis Bank from time to time. The Cardholder shall be deemed to have understood and unconditionally agreed to and accepted the Terms and Conditions by acknowledging the receipt of the Card in writing, and/or signing on the reverse of the Card, and/or by performing a transaction with a Card and will be bound by them and accept the onus of ensuring compliance with the relevant Reserve Bank of India (RBI) Regulations, Exchange Control Regulation of the RBI, all the rules and regulations framed under any Act or Statute and as amended /modified / applicable from time to time and any other corresponding enactment in force from time to time.

The Cardholder will also continue to remain bound by the terms and conditions of operation of Card with Axis Bank.

Card Validity & Use

1. The Card shall be valid only in India.
2. The maximum validity of the Card is Five years starting from the date of issuance example (Nov-2016 to Nov-2019). The Card shall be valid up to the last day of the month indicated in the Card Expiry.
3. All communications to the Bank in relation to the Card or Transactions should be made only by the Cardholder. 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.
4. The Card may be used for Transactions up to the then Available Amount.
5. The Card will be used by the Cardholder and it is not transferable.
6. Once a Transaction is made on the Card, the said transaction amount shall be deducted from the available balance on the card. In case, sufficient balance is not present in the Card to process the Transaction, the Transaction shall not be processed until the Card is loaded with sufficient amount.
7. The usage of the Card shall be deemed as acceptance of the terms and conditions of MMOPL Axis Bank 'One Mumbai Card'
8. The cash withdrawal facility shall not be available on the One Mumbai Card.
9. No interest shall be payable by Bank on the amount available / loaded on the Card.
10. The Cardholder shall be able to load the Card to a maximum value of Rs.5,000/- (Rupees Five Thousand Only) in a month on sharing minimum KYC along with self-declaration of officially valid document and up to a maximum of Rs.10,000/- (Rupees Ten Thousand) in a month with Full KYC. These limits may change without prior notice.
11. The MMOPL Axis Bank 'One Mumbai Card' provides complete security of usage across any RuPay / Mastercard enabled Merchant Outlet terminals in India only.
12. The Bank also provides Phone Banking, SMS Banking and Online Portal access along with the Card for balance enquiry and statement queries only. All fund transfer facilities through Internet Banking are blocked.

Cardholder Obligations and Covenants

1. The Cardholder shall notify the Bank immediately in case of change of his address.
2. The Cardholder shall at all times ensure that the Card is kept in a safe place.
3. The Card is the property of the Bank and must be returned to an authorised person of the Bank on request. The Cardholder shall ensure that the identity of the authorised personnel of the Bank is established before handing over the Card.
4. The Cardholder will be liable for all Transactions and for the related charges.
5. The Cardholder accepts that at his request and risk the Bank has agreed to provide him the Card and accepts full responsibility for all transaction recorded by use of his Card.
6. An instruction given by means of the Card shall be irrecoverable.
7. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with his knowledge or his authority, expressed or implied.
8. The Cardholder irrevocably authorises the Bank to debit the amounts utilised by using the Card for Transaction to his Card Account.

9. The Cardholder should hold the Bank indemnified and harmless for its actions in good faith and in the normal course of business based in Transaction.
10. The Bank will employ its best efforts in carrying out the Transactions but will not incur any liability either to the Cardholder or any other person for any reason whatsoever including for its delay or inability to carry out a Transaction or an instruction.
11. The Cardholder agrees to bring all disputes about a Transaction or entry in the Card Account to the notice of the Bank within 7 days from the date of such Transaction or entry, in absence of which customer's liability shall be determined as per bank's approved policy which is available on Bank's website.
12. The Cardholder shall return the Card to the Bank when not required or expired or upon its retrieval after being reported lost.
13. The Cardholder may use his Card to pay for purchases at retail establishments which have agreed to accept the Card and are equipped with a point-of-sale i.e. EDC terminal that can process RuPay / Mastercard transactions. If the Cardholder permits someone else to use his Card, the Bank will treat this as if the Cardholder has authorised that person to use his Card and the Cardholder will be responsible for any transactions initiated by such person with his Card. Upon any purchase via point-of-sale device or other purchase Transaction the amount available on the Card will be reduced by the amount of such purchase.
14. The Cardholder agrees to pay the Bank all such amounts spent on the Card, which exceed the value paid by the purchaser on purchase of the Card such as restaurant tips and other surcharges.
15. In case of any dispute relating to the time of reporting and/or Transaction/s made on the account or any other matter in relation to the said account, the Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction and your liability in case of unauthorised transactions in your card account due to third party fraud or where you have not contributed for the fraud will be driven as per the guidelines given in RBI Circular on "Customer protection- Limited liability of customers in unauthorised Electronic Banking transactions" Any changes in the regulations as amended from time to time will be applicable and binding at that point of time.

Application for a Card

A person desirous of availing a MMOPPL Axis Bank 'One Mumbai Card' should visit any MMOPPL Metro station's Issuance Counter, Axis bank branch or any other location as notified on Axis bank website or online portal and he will be given an One Mumbai Card which he can use for travel in MMOPPL metro, at RuPay / Mastercard enabled merchant outlets and for online payments.

By applying for this Card, customer accepts that he has read and understood the Terms and Conditions relating to various services associated with the Axis Bank Transit Card. He has specifically requested for the above mentioned Card, from Axis Bank Ltd. He accepts & agrees to be bound by the said Terms and Conditions, including those limiting / excluding the Bank's liability. He understands that the Bank may at its absolute discretion; discontinue any of the services completely or partially without any notice to him. He agrees that the Bank may debit Card for service charges, issuance/annual/loading charges, as applicable from time to time. He agrees that there may be Issuance / Annual / Loading charges levied on Card as per the arrangement agreed between the Bank & the Company and he accepts the same. He confirms that he is the sole holder of this Card. He is fully aware that balance in Card account cannot exceed the limit as prescribed by RBI for Prepaid Instruments. He accepts full responsibility for his Card and agrees not to make any claims against Axis Bank. He submits his Aadhaar number and biometrics and voluntarily gives his consent to use his Aadhaar details to authenticate his details from UIDAI. He has been explained about the nature of information that may be shared upon authentication. He has been given to understand that his information submitted to the Bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law. He hereby declares that all the information voluntarily furnished by him is true, correct & complete. He is aware that all Customer & Card related data will be stored as is in the Card Host system. The Host system may be either hosted inside Axis Bank or has been licensed by Axis Bank but will reside outside the Bank servers.

Card Security

1. The Cardholder shall be responsible for the security of the Card and ensure all steps towards the safekeeping and use of the Card.
2. The Cardholder needs to sign on the reverse of the Card on receipt of the Card to avoid its unauthorized use.

Merchant Location and Point-of-Sale Usage

1. Cash withdrawal or deposit is not allowed at ATM, point-of-sale or RuPay/Mastercard enabled Merchant outlets.
2. The Card is accepted at all electronic point-of-sale terminal at Merchant Outlets in India which display the RuPay/Mastercard logo.
3. Card promotional material for the RuPay/Mastercard symbol displayed on any premises is not a warranty that all goods and services available at those premises fall under the promotional activity and can be purchased with the Card.
4. The Card is for electronic use and will be acceptable only at a Merchant having an EDC terminal. Any usage of the Card other than electronic use will be considered as unauthorised and the Cardholder shall be solely responsible for such Transactions. Electronic usage is constructed at the charge slip / Transaction slip printed electronically from the EDC terminal.
5. Please note that the PIN is mandatorily required for use of the Card at the electronic Point-of Sale terminals at Merchant Establishments.
6. The Card will be honoured only when it carries the signature of the Cardholder.
7. Transactions are deemed authorised and complete once the EDC terminal generates a Sales Receipt.
8. The Cardholder should ensure that the Card is used only once for a single purchase activity at the Merchant location.
9. The Sales Slip will be printed each time the Card is used and the Cardholder should ensure that there is no multiple usage of the Card at the Merchant location at the time of the purchase.
10. A purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The refund will only be credited to your Card Account (less cancellation charges), as and when it is received from the merchant. If, the credit is not posted to your Card Account within 30 days from the day of refund, you must notify Axis Bank, along with a copy of the credit note from the merchant.
11. The Bank will not accept responsibility for any dealings the Cardholder may have with the Merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any RuPay / Mastercard Merchant Establishments, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve the Cardholder from any obligations to the Bank. However, the Cardholder should notify the Bank immediately.
12. The Bank accepts no responsibility for any surcharge levied by a Merchant and debited to the Card Account.
13. The Cardholder must sign and retain the Sales Slip whenever the Card is used at a Merchant Establishment. Any Sales Slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will be the Cardholder's liability.
14. Any charge or other payment requisition received from a Merchant by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred by the Merchant in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card, except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.
15. In case a Merchant wishes to cancel a completed Transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the Merchant and a copy of the cancelled receipt must be retained in his possession. All refunds and adjustments due to any Merchant / device error or communication link must be processed manually and the account will be credited after due verification and in accordance with RuPay / Mastercard rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured based only in the available balance on the Card without considering this refund. The Cardholder also indemnifies the Bank from such acts of dishonouring the payment instructions.
16. The Card is not to be used at hotels during check-in and at other locations where paying arrangements is done before completion of the purchase transaction or services.
17. The Card should not be used for any Mail Order / Phone Order purchases and any such usage will be considered as unauthorised and the Cardholder will be solely responsible.
18. The Card should not be used for the payment of subscription to foreign magazines / periodicals and any such usage will be considered as unauthorised and the Cardholder will be solely responsible.
19. Use of Card at any EDC / POS other devices may entail a service charge and / or Transaction fee and / or processing fee and / or processing fee being levied on the Card.
20. All such charges will be deducted from the Available Amount whether or not prior notice of such charges is given to the Cardholder.
21. The Cardholder is advised to retain records of Transactions.

Transactions on MMOPL Axis Bank 'One Mumbai' Card

Below transaction can be carried out on the One Mumbai Card:

Financial Transactions

1. Ticket purchase transaction at Mumbai Metro
This Card is a contactless Card and the Cardholder can just tap the Card at the Entry gate/validator of the source station and again at the exit gates/validators of the destination stations Each contactless payment transaction can be made up to Rs.2,000/- only. There is a daily limit of 20 contactless transactions
2. Pass purchase and Pass Renewal(at MMOPL Issuance Counters)
3. Card top-up (at MMOPL Issuance Counters and Web Portal)
Top-ups shall be limited to Rs.10,000/- per month subject to overall limit of the PPI as per RBI guidelines as amended from time to time for full KYC Cards
4. Retail payments made through POS and ECOM terminals.

Non-financial Transactions

1. PIN Set and PIN change(at MMOPL Issuance Counters, through Phone Banking, SMS Banking, Online Banking)
2. Balance enquiry (at MMOPL Issuance Counters, through Phone Banking, SMS Banking, Online Banking)
3. Card Blocking and Card replacement (through Phone Banking, SMS Banking, Online Banking and MMOPL Issuance Counters)
4. Mini Statement (through Phone Banking, SMS Banking, Online Banking)
(* as and when available)

Card Inactivity

1. If there is no financial transaction for a consecutive period of one year then the Card shall be made inactive by the bank with intimation to Cardholder.
2. The Card can be reactivated only after validation by bank.

Fees

1. Axis Bank reserves the right to levy fees at a later date, without prior notice, to the Cardholder. Such fees if any, and so levied, will be debited from your Card account on the Cardholder's approval / renewal at Axis Bank's prevailing rate. These fees are not refundable. Charges for other services will be levied similarly at prevailing rates.
2. The Charges / Fees applicable on the usage of the Card maybe revised / changed by Axis Bank from time to time after due notice of 30 days or as per regulation to the Cardholder(s).
3. Axis Bank reserves its right to debit loading / annual / renewal charges and other services charges as applicable, on the Card upon first reload or from time to time.
4. Axis bank reserves the right to recover the Annual fee for second & third year at the start, middle or end of the following month after completion of first year & second year.
5. Axis Bank reserves its right to debit the outstanding dues, if any, in full or part, as applicable on the Card at the time of closure / cancellation of the Card / withdrawal of any facility.
6. No interest shall be payable by Bank on the amount available/loaded on the Card.
7. Fees are subject to change from time to time at the discretion of Bank and Partner arrangement. Such charges shall be inclusive of all applicable taxes including Goods and Services Tax (GST).

** Non-financial transaction includes Card blocking, Balance enquiry, Mini Statement, PIN Change, etc.

Features of the Prepaid Card

The Bank may, from time to time, at its discretion, tie-up with various agencies to offer various features on your Card. All these features would be on best-efforts basis only, and the Bank and/or MMOPL does not guarantee or warrant the efficacy, efficiency, usefulness and/or continuity of any of the products or services offered by any service providers / merchants / outlets / agencies. Disputes (if any) would have to be taken up with the merchant / agency, etc. directly by Cardholder, without involving Axis Bank and/or MMOPL.

Discount on Metro Rides

Cardholder shall understand and agree to the fact that any discount offered on metro fare or metro passes is entirely upon discretion of Mumbai Metro One Pvt Ltd and Axis bank shall have no say/right/obligation on such discount. Since, the Card is a Co-branded Card in association with metro authority, they shall decide on percentage or maximum & minimum amount of discount to be offered on Card. The said discount shall apply upon usage in metro gates or ticket issuance counters as per operating procedures laid down by MMOPL.

Disclosure of Information

1. When requested by Axis Bank, you shall provide any information, records or certificates \ relating to any matters that Axis Bank demand as and when necessary. You will also authorize Axis Bank to verify the veracity of the information furnished, by whatever means or from whichever source deemed necessary. If the data is not provided or if incorrect, Axis Bank may, at its discretion, refuse renewal of the Card or cancel the Card forthwith.
2. Axis Bank reserves the right to disclose Cardholder information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies, regulatory authorities and any other wing of Central Government or State Government.
3. Axis Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account, as may be necessary or appropriate, in connection to its participation in any Electronic Fund Transfer network.
4. The Cardholder hereby expressly authorise the Bank to disclose at any time and for any purpose, any information whatsoever relating to his personal particulars, Card transaction, Card account 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 authorises 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.

Query & Complaint Redressal

1. In case of any query or complaints you are advised to speak to our phone banker on 18004194477
2. You can also write to us at transit.cards@axisbank.com
3. Kindly refer to our website www.axisbank.com/retail/cards/transit-cards-home/transit-cards to view the latest updated MITC and T&C's

Unauthorized Electronic Banking Transactions in Card account

1. The Bank will not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide valid mobile numbers to the Bank.
2. The Customer shall inform the Bank in writing within seven (7) days, if any discrepancies exist in the Transactions/ particulars of the Balance on any statement / records that is made available to the Customer.
3. If the Bank receives any information to the contrary beyond seven (7) working days, the customer's liability shall be determined as per the Banks Board approved policy which is available in Banks website.
4. All records of your instructions and such other details (including but not limited to payments made or received) maintained by the Bank, in electronic or documentary form pursuant to the Terms and

Conditions herein, shall as against You, be deemed to be conclusive evidence of such instructions and such other details.

5. In case of any dispute relating to the time of reporting and/or Transaction/s made on the account or any other matter in relation to the said account, the Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction and your liability in case of unauthorised transactions in your card account due to third party fraud or where you have not contributed for the fraud will be driven as per the guidelines given in RBI Circular on "Customer protection- Limited liability of customers in unauthorised Electronic Banking transactions" Any changes in the regulations as amended from time to time will be applicable and binding at that point of time.
6. For customer care / customer redressal contact details, kindly refer our website www.axisbank.com

Statements and Records

1. The Cardholder can also get details of his/her transactions at any time, by calling Axis Bank Phone Banking Service (from 8.00 am to 8.00 pm on all days) or Web Portal.
2. Axis Bank's record of transactions processed by the use of the Card in electronic or documentary form of the instructions (including but not restricted to payments made or received), shall be conclusive and binding for all purposes.

Card Replacement

Your MMOPL Axis Bank 'One Mumbai' Card will be replaced under below scenarios and applicable charges will be levied.

Sr No	Card Replacement Scenarios	Replacement Charges	Balance Amount Transfer	
			Chip/card	Ebalance
1	Card Expiry	Rs.100 (Classic Card) Rs.250 (Platinum card)	Yes	Yes
2	Lost or Stolen Card	Rs.100 (Classic Card) Rs.250 (Platinum card)	No	Yes
3	Damaged Card (Internal Card Damage)	NIL	Yes	Yes (card should be returned to operator/bank)
4	Damaged Card (External Card Damage)	Rs.100 (Classic Card) Rs.250 (Platinum card)	Yes	Yes (card should be returned to operator/bank)
5	Card Upgrade	New Card Fee	Yes	Yes

1. If a Card is **lost or stolen** the Cardholder must immediately report the loss/theft to Axis Bank or get the card blocked at Mumbai metro ticket counters. Although loss or theft may be reported by means of contacting the Emergency contact number, you must confirm the same in email to Axis Bank, as soon as possible.
2. Should transactions be received by Axis Bank after the Card has been lost or stolen, but before receipt of your email communication, you shall be liable for all amounts debited from your Card Account. However, if prior to the receipt of the email communication, if it can be proven that the Card was safeguarded, the loss / theft promptly reported and that you acted in good faith and with reasonable care and diligence, then your lost Card liability for purchase transactions will be zero (once the loss is reported in email). Axis Bank reserves its exclusive right to reduce lost Card liability to Zero, at its sole discretion.
3. You are advised to immediately block the Card either by sending an SMS to Axis bank in the format and number shared on welcome kit or calling up the Axis bank customer care or by blocking the Card through Axis bank online portal.
4. Upon replacement, the ebalance on the old card will be transferred to the new card in 07-10 working days. Applicable fees for replacement will be charged on the new card balance.
5. In case of **Card Expiry**, the Bank shall communicate to the Cardholder 30 days prior to expiry, about the validity period of Card.

6. If your MMOPL Axis Bank 'One Mumbai' Card has expired then you can directly visit the MMOPL issuance counter and get a new Card. The ebalance amount on your old card will be transferred to the new card within 07-10 working days.
7. The Card is valid until the last day of the month, as indicated in the expiry date on the Card.
8. In case of **Damaged Card**, if the customer does not return the damaged physical card to the operator/bank then only the ebalance will be transferred to the new card.

Note: Fees are subject to change from time to time at the discretion of Bank and Partner arrangement. Such charges shall be inclusive of all applicable taxes including Goods and Services Tax (GST).

Disputes

1. In case of purchase transactions, a charge slip with the signature of the Cardholder, together with the Card number noted thereon, shall be conclusive evidence between Axis Bank and the Cardholder, as to the extent of the liability incurred by the Cardholder. Axis Bank shall not be required to ensure that the Cardholder has received the goods purchased / availed of the service to the Cardholder's satisfaction.
2. Axis Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement, with an applicable charge indicated in the account statement, or as otherwise determined by the Cardholder, within two months of the receipt of notice of such disagreement, in writing from the Cardholder, giving complete details and supporting evidences, in respect of any such disagreement. If, after such effort Axis Bank determines that the charge is correct, then Axis Bank shall communicate the same to the Cardholder.
3. Axis Bank accepts no responsibility for the refusal of any Merchant establishment to honour the Card.
4. This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, India, irrespective of whether any other Court may have concurrent jurisdiction in the matter or not.
5. The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any Legal Agency / Authority), or where legal resources have been utilized in the resolution of a dispute concerning the Cardholder with regards to the said Card.

General

1. This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, India, irrespective of whether any other Court may have concurrent jurisdiction in the matter or not.
2. The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any Legal Agency / Authority), or where legal resources have been utilized in the resolution of a dispute concerning the Cardholder with regards to the said Card.
3. You will promptly notify Axis Bank in writing, of any change in your employment and / or office and / or residential address and telephone/mobile numbers.
4. Axis Bank reserves the right to add to, delete or vary any of the terms and conditions, policies, features and benefits, upon notice to the Cardholder. Use of the Card after the date upon which any of these alterations are to take effect, will be taken to be evidence of the acceptance, without reservations, by the Cardholder of such changes.
5. Any notice, hereunder sent by post, by Axis Bank will be deemed to have been received by the Cardholder within 7 (seven) days from the posting of the notification to the address last given to Axis Bank, in writing, by the Cardholder. Publication of changes by such means, as Axis Bank may consider appropriate and will constitute effective notice to the Cardholder thereof.
6. Axis Bank and/or MMOPL make no warranty or representations about the quality of the goods and services offered by third parties/merchant establishments providing benefits, such as discounts, to Cardholders. Axis Bank and / or MMOPL will not be responsible if, the goods and services is in any way deficient or otherwise unsatisfactory, including on account of delay in delivery, non-delivery, non-receipt and/or receipt of defective goods and services by the Cardholder It must be distinctly understood that the Card is purely a facility to the Cardholder to purchase goods and/or avail services and Axis Bank and / or MMOPL shall not in way be responsible for the merchandise/merchandise warranty.

Ability to Refuse Payment

1. Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice which the Bank in good faith believes calls into question the Cardholder's ability, to transact on the Card, the Bank, at its discretion and without liability to the Cardholder to obtain any portion of his funds, or the Bank, may pay such funds over to an appropriate authority and take any other steps required by applicable law.
2. The Bank reserves the right to deduct from the Available Amount on the Card a reasonable service charge and any expenses the Bank incurs, including without limitation reasonable legal fees, due to legal action involving the Card.

Termination

1. Axis Bank reserves the rights to cancel / withdraw the Card, or any of the other services offered at any time, without prior notice and without assigning any reason. In the event that the Cardholder decides to terminate his Prepaid Card facility, the Card issued would automatically stand cancelled and thereafter the Cardholder must immediately cease to use his Card and destroy and return the Card. In case of any outstanding Card transactions that have not yet been debited to the Card account, the same will be netted off from the balance, prior to Axis Bank returning the balance, if any, in the Cardholder's said Card Account to the Cardholder.
2. In the event that the Cardholder decides to terminate the use of the Card, the Cardholder shall give Axis Bank not less than 7 (seven) days prior notice in writing and forthwith return the Card and any additional Cardholder Cards (if not required), under the said Card Program, cut into several pieces through the magnetic strip.
3. Notwithstanding the Termination and the applicability of the Terms and Conditions contained in this document, unless Axis Bank system is updated with the Termination intimation of the said Card from the Cardholder, the Cardholder will continue to be responsible and liable for all the use/s and/or misuses and/or fraudulent use/s of the said Card including but not limited to transactions on the said Card.
4. The Cardholder will be responsible for all the charges incurred on the Prepaid Card, whether or not the name are a result of misuse / fraudulent use and whether or not the Axis Bank has been intimated of the destruction of the Card.
5. Axis Bank shall be entitled to terminate the Prepaid Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events:
 - Failure to comply with the terms and conditions herein set forth.
 - An event of default under an agreement or commitment (contingent or otherwise) entered into with Axis Bank.
 - Demise of the Cardholder.
6. The Card should be returned to Axis Bank prior to the date upon which any changes are to take effect, in case of the Cardholder's rejection of any of the proposed changes to the features, charge or terms and conditions applicable to the Card.
7. In the event the Cardholder has not loaded any credits/money in the Card for the last 6 (six) months and the balance available on the Card is NIL and / or lower than the annual charges to be recovered from the Cardholder, the Bank reserves its right to cancel / withdraw the Card or any of the other services offered any time, without prior notice and without assigning any reason.
8. The Card facility is subject to applicable law and regulations and would be modified / discontinued based on the prevailing law / regulation at any point of time and neither party shall be under any liability or obligation or continue implementation of the such facility till such time the terms are modified by the Parties as per the prevailing / amended law at that point of time. In the event, that the said facility cannot be continued without total compliance of the prevailing law at any point of time, this facility shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the Contest comes into force.

Governing Law & 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 dispute, claims or matters arising out of the use of the Card. However, Axis Bank may, in its absolute discretion commence or carry on any legal action or proceedings arising out of these Terms and Conditions in any other Court, Tribunal or appropriate forum, and the

Cardholder hereby submits to the jurisdiction of any such Court, Tribunal or appropriate forum without any objection.