

## **Terms and conditions governing the Axis Bank Smart Pay Card**

(Important) - Please make sure you have read these Smart Pay Card terms and conditions carefully before using the Axis Bank Smart Pay Card. By using the Smart Pay Card you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them and you 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 the Act and as amended/modified/applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the terms and conditions of operation of your Smart Pay Card with Axis Bank.

### **Definitions**

1. "The Bank", "Axis Bank", means Axis Bank Limited and its successors and assignees.
2. "Card" or "Smart Pay Card", refers to the Axis Bank VISA/Mastercard/RuPay Domestic Open Loop Smart Pay Card issued by Axis Bank to a Cardholder.
3. "Cardholder", "you", "your", "him" or similar pronouns shall, where the context so admit, refer to a customer of Axis Bank to whom a Axis Bank Smart Pay Card has been issued by Axis Bank. All references to the Cardholder in one gender will also include the other gender.
4. "ATM", refers to Automated Teller Machine in India, whether of Axis Bank, or of any other bank on a shared network, at which amongst other things, the Cardholder can use his Smart Pay Card to access his funds stored in his Smart Pay Card held with Axis Bank.
5. "PIN", means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by Axis Bank, chosen by him from time to time.
6. "Transaction", means any instruction given, by a Cardholder by using his Card directly or indirectly, to Axis Bank to effect action on the Smart Pay Card. (Examples of transactions can be retail purchases, cash withdrawals.)
7. "Merchant" or "Merchant Establishments", shall mean establishments wherever located which accept/honour the Card and shall include amongst others: stores shops, restaurants, airline organizations etc. advertised by Axis Bank or VISA//Mastercard/RuPay International.
8. "EDC" or "Electronic Data Capture" refers to electronic Point-of-Sale swipe terminals, 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.
9. "VISA", means a trademark owned by and normally associated with VISA.

10. "VISA ATM Network", means ATMs that honour the Smart Pay Card and that display the VISA symbols.

11. 'RUPAY' means a trademark owned by National Payment Corporation of India (NPCI)

12. 'MasterCard', means a trademark owned by MasterCard

The Smart Pay Card ("the Card") is issued by Axis Bank Limited, ("Axis Bank Ltd.") having its registered office at "Trishul, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380006, Gujarat, India" on the following terms and conditions:

### **Card Validity and Cardholder Obligations**

1. The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank of India and Axis Bank.

2. The Card shall be valid only for transaction options in India, as permitted by the bank from time to time, at Axis Bank ATMs, and VISA/Mastercard/RuPay Electronic Point-of-Sale swipe terminals at merchant establishments.

3. The Card is and will be at all times the property of Axis Bank and shall be returned to Axis Bank unconditionally and immediately upon Axis Bank's request.

The Cardholder is requested to ensure that the identity of the Bank's Officer is established before handing over the Card.

4. The Smart Pay Card is not transferable or assignable by the Cardholder under any circumstances.

5. You must sign the Card immediately upon receipt. You must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under your personal control at all times.

6. The Personal Identification Number (PIN) issued to the Cardholder for use with the Card or any numbers chosen by the Cardholder as a PIN, will be known only to the Cardholder and are for the personal use of the Cardholder and are non-transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of the Bank or to merchant establishments, under any circumstances or by any means whether voluntary or otherwise.

7. The Cardholder's Card account will be debited immediately by the amount of any withdrawal, transfer and other transactions effected by the use of the Card. The Cardholder will maintain sufficient funds in his Smart Pay Card to meet any such transactions.

8.The Cardholder shall not be entitled to withdraw funds by use of the Smart Pay Card in excess of any balance amount available on the Smart Pay Card.

9.The Cardholder will be responsible for transactions effected by the use of the card, whether authorized by the Cardholder or not, and shall indemnify Axis Bank against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising therefrom on account of any violation of RBI guidelines or rules framed under the Foreign Exchange

Management Act 1999 or any other law being in force in India at the time, notwithstanding the termination of this agreement.

10.You are requested to note that the Smart Pay Card is valid up to the last day of the month/year indicated. You hereby undertake to destroy the Smart Pay Card when it expires by cutting it into several pieces. Your renewed Smart Pay Card shall be sent to you before the expiry of the Card at the discretion of Axis Bank, upon evaluation of the conduct of your card Account. Axis Bank reserves the sole rights of renewing your Card on expiry.

11. Any value in the card which is not utilized or withdrawn within 10 years from the date of issuance will be transferred to the Depositor Education and Awareness Fund. The Bank will send 45 days advance communication to customer before any forfeiture of outstanding amount in the prepaid payment account by SMS at the mobile number and/or by email at email ID which is provided by the customer for use of the services.

12. The Cardholder shall be permitted to redeem the outstanding balance in the Prepaid Payment Account, if for any reason the scheme is being wound up or is directed by RBI to be discontinued.

13. The Cardholder shall not use the card for purchase of crypto currency

### **Merchant Establishment Usage**

1. The Card is accepted at all electronic Point-of-Sale terminal at merchant establishments in India, which display the VISA/Mastercard/RuPay logo.

2.The Card is for Electronic Use only and will be accepted only at merchant establishments that have an electronic Point-of-Sale swipe terminal. Any usage of the Card other than electronic use will be deemed unauthorised and the Cardholder will be solely responsible for such transactions. Please note that the PIN is not required for use of the Smart Pay Card at the electronic Point-of Sale swipe terminals at merchant establishments.

3.You must sign the charge slip and retain your copy of the charge slip whenever the Card is used at merchant establishments. Axis Bank will not furnish copies of the charge slip. Any

charge slip not personally signed by you but which can be proven, as being authorised by you will be deemed to be your liability.

4.The Smart Pay Card is accepted at any VISA/Mastercard/RuPay merchant establishment in India. Axis Bank will not accept any responsibility for any dealings the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any VISA/Mastercard/RuPay Card merchant establishment, you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to Axis Bank.

5.Axis Bank accepts no responsibility for any charges levied by any merchant establishment over and above the value/cost of transactions and debited to your card account along with the transaction amount.

6.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.

7.The Card should not be used for any Mail Order/ Phone Purchases and any such usage will be considered as unauthorized.

8.The card should not be used for payment of subscription to foreign magazines/periodicals and any such usage will be considered as unauthorized.

### **Card Balance and Expiry**

1. The Card is valid for a period of 5 (five) years from the date of Card generation.
- 2.The Smart Pay Card is valid until the last day of the month as indicated in the expiry date on the Card.
3. Transfer of any outstanding amount on or after the date of expiry of the card, to a new similar payment instrument of the Bank purchased by the holder, may be permitted.
4. The maximum outstanding balance in your card cannot exceed Rs. 50,000 at any point in time.

### **ATM Usage**

- 1.The Card is accepted at all Axis Bank ATMs and VISA/Mastercard/RuPay ATMs\* in India.

2. For all cash withdrawals at an Axis Bank ATM, any statements/receipts issued by the ATM at the time of withdrawal shall be deemed conclusive, unless verified and intimated otherwise by the Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.

3. Axis Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.

4. The availability of ATM services is subject to provision by the concerned service provider and Axis Bank shall not be liable if these services are withdrawn without notice thereof.

\* Access to VISA/Mastercard/RuPay ATMs on your Smart Pay Card is provided as per the terms & conditions agreed between the Bank and the company

### **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 the Cardholder.

2. The Card can be reactivated only after customer validation by the Bank at Bank branches and / or designated business correspondents.

3. Such cards shall be reported to RBI as per their instructions

### **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. You undertake not to use the Card for making payment for any illegal purchases i.e. purchases of items/services not permitted by the RBI as per extant regulations.

3. Transaction fees for cash withdrawals/balance inquiry and/or wherever applicable, will be debited from the Card account at the time of posting the cash withdrawal /balance inquiry or wherever applicable.

4. The Charges/Fees applicable on the usage of the Smart Pay Card maybe revised / changed by Axis Bank from time to time without prior intimation to the Cardholder(s).

5.Axis Bank reserves its right to debit loading / annual / renewal charges and other services charges as applicable on the card from time to time.

6.Axis Bank reserves its right to debit the outstanding dues, in full or part, as applicable on the card at the time of closure / cancellation of the card / withdrawal of facility.

Charges Description	Smartpay Card
Validity	5 Years
Cash Withdrawal	Yes
Issuance Fees	Rs 200
Annual Fees	Rs 200
Loading Fees	Rs 20
Card Replacement	Rs 100
Redemption Charges	Rs 100
ATM Cash Withdrawal fee- Onus	Nil
ATM Cash Withdrawal fee- Offus- Five transactions per month free	Rs 20
Non-financial transaction - Onus - Balance inquiry, Mini Statement, PIN reset	Nil
Non-financial transaction - Offus - Balance inquiry, Mini Statement, PIN reset - Five transactions per month free	Rs 10

### Features of the Smart Pay Card

The Bank may from time to time, at its discretion, tie-up with various agencies to offer various features on your Smart Pay Card. All these features would be on best efforts basis only, and the Bank does not guarantee or warrant the efficacy, efficiency, usefulness 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, without involving the Bank.

### Disclosure of information

1. When requested by Axis Bank, you shall provide any information, records or certificates relating to any matters that Axis Bank deems 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 customer information to any court of competent jurisdiction, quasi- judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.

3.Axis Bank reserves the right to disclose, in strict confidence, to other institution, such information concerning the Cardholder's account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network.

### **Lost or Stolen Card**

1.The loss or theft of the Smart Pay Card should be reported to Axis Bank immediately. Although loss or theft may be reported by means of the Emergency contact number, you must confirm the same in writing to Axis Bank as soon as possible. A copy of the acknowledged police complaint must accompany the said written confirmation.

2.You hereby indemnify Axis Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to Axis Bank or lost and misused before Axis Bank is informed.

3.Provided you have in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of Axis Bank at the applicable fee.

4. Should you subsequently recover the Card, it cannot be used. Please destroy the Card by cutting it into several pieces through the magnetic strip.

### **Statements and Records**

1.The Cardholder can also get details of his transactions at any time by calling Axis Bank Phone Banking Service or utilizing the mini statement facility at the Axis Bank ATMs. The Cardholder may also view his statement online by using i-Connect™- the Internet Banking Facility offered by Axis Bank.

2.Axis Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

### **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 and Axis Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed of the service availed 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 customer within two months of the receipt of notice of disagreement. If after such effort Axis Bank determines that the charge is correct, then it shall communicate the same to the Cardholder.

3.Axis Bank accepts no responsibility for the refusal of any 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.

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 agent), or where legal resources have been utilized in the resolution of a dispute.

### **General**

1. You will promptly notify Axis Bank in writing of any change in your employment and/or office and/or residential address and telephone numbers.

2.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 Smart Pay 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

3.Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 7 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 will constitute effective notice to the Cardholder thereof.

4.If a cardholder, by using the card, draws an amount in excess of the card balance available the cardholder will pay Axis Bank unconditionally the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by Axis Bank. However this should not be construed as an agreement, either expressed or implied that Axis Bank is bound to grant any overdraft facility whatsoever.

5.Axis Bank makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholders. Axis Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

### **Complaints unauthorized transactions and customer complaints**

The liability of the Bank or Customer for any unauthorized transaction shall be:

1. Zero Liability of a Customer- A customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following manner:



(a) Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the Customer)

(b) Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the bank within three working days of receiving the communication from the bank regarding the unauthorised transaction.

2. Limited Liability of a Customer- A Customer shall be liable for the loss occurring due to unauthorised transactions in the following cases:

(a) In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials, the Customer will bear the entire loss until he reports the unauthorised transaction to the Bank. Any loss occurring after the reporting of the unauthorised transaction shall be borne by the Bank.

(b) In cases where the responsibility for the unauthorised electronic banking transaction lies neither with the Bank nor with the Customer, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from the bank) on the part of the Customer in notifying the Bank of such a transaction, the per transaction liability of the customer shall be limited to the transaction value or Rs 10,000/- whichever is lower.

3. In case the Customer notifies the Bank after seven working days of receiving the communication from the Bank regarding the unauthorized transaction, the customer liability shall be determined as per the Banks board approved policy. Bank shall evaluate and determine the same as per the Bank's board approved policy

For support, visit [www.axisbank.com/support](http://www.axisbank.com/support)

For escalation details, visit the Axis Bank website ([www.axisbank.com](http://www.axisbank.com)) and go through Bank's Grievance Redressal Policy. You can also get in touch with our customer care service number 022-67987777.

4. 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.

5. 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.

6. 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 unauthorized 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 Banks Approved Board Policy on “Customer protection- Limited liability of customers in unauthorized Electronic Banking transactions” Any changes in the regulations as amended from time to time will be applicable and binding at that point of time.

## **Termination**

1.Axis Bank reserves the rights to cancel/ withdraw the Smart Pay Card or any of the other services offered at any time without prior notice and without assigning any reason.

2.In the event that the Cardholder decides to terminate his Smart Pay Card facility, the card issued would automatically stand cancelled. The Cardholder must immediately cease to use his card and destroy and return the Smart Pay 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 his funds to him.

3.In the event that the Cardholder decides to terminate the use of the Smart Pay Card, the Cardholder shall give Axis Bank not less than 7 days prior notice in writing and forthwith return the Card and any additional Cardholder Cards (if not required) cut into several pieces through the magnetic strip, to Axis Bank. The Cardholder will be responsible for all the card facilities and related charges incurred on the Smart Pay Card after the Cardholder claims to have destroyed the Card, notwithstanding the termination of the applicability of these terms and conditions. The Cardholder will be responsible for all the charges incurred on the Smart Pay Card whether or not the same are a result of misuse/fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.

4.The Smart Pay Card is the property of Axis Bank and must be returned to an Officer of Axis Bank immediately and unconditionally upon request. Please ensure that the identity of the Bank Officer is established by you before handing over your Card.

5.Axis Bank shall be entitled to terminate the Smart Pay Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events:

- i) Failure to comply with the terms and conditions herein set forth.
- ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with Axis Bank.
- iii)The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- iv) Demise of the Cardholder.

6.The Smart Pay 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 Cardholder has not received any credits in card from the corporate for the last 6 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

#### **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 claims or matters arising out of the use of the Card.