

## Terms & Conditions - Axis Mobile Application

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

- AXIS BANK Prepaid Instrument terms & conditions
- AXIS BANK Saving Account terms & conditions
- AXIS BANK Net Banking terms & conditions
- AXIS BANK Grievance Redressal Policy terms & conditions
- AXIS BANK Customer Compensation Policy of the Bank terms & conditions
- AXIS BANK Code of Bank's Commitment terms & conditions

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

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

**"Mobile Banking"** means facility of access to information relating to the Saving / Current Account(s) / Fixed Deposit of the Customer and usage of products and/or other services as may be advised or made available on the Customer's Mobile Phone by the Bank from time to time on / through Mobile Banking. The words Mobile Banking and Mobile Banking Services are used interchangeably in this document.

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

**"User or I"** refer to any person who has an account with the Bank and who has been authorised by the Bank to avail the Mobile Banking Service provided by the Bank.

**"Personal Information"** refers to the information about the User obtained in connection with the Mobile Banking Service.

### Eligibility

The Customer should have registered his current Mobile Phone Number for SMS Banking via secured channel with Axis Bank for this service. The Facility shall be made available to the Customer subject to the condition that he/she downloads the application and sets his/her m-PIN. This Facility shall be made available only to the 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.

### Registration:

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

The Bank shall endeavour to provide to the user through Mobile Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services, which a category of user may be offered on each account and may differ from category to category.

The Bank may also make additions /deletions to the services offered through Mobile Banking at its sole discretion.

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

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

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

The Bank does not assume any responsibility in this behalf including against loss incurred by the User as a result of misuse / unauthorised use of Mobile Banking Facility.

In case the User forgets the m-Pin the Mobile Banking application as a feature to set new mPIN with help of Internet Banking or Debit card credentials.

I am responsible for the correctness of information supplied by me to the Bank through the use of or through any other means such as electronic mail or written communication. The Bank doesn't accept any liability for the consequences arising out of erroneous information supplied by me. If I suspect that there is an error in the information supplied to the Bank by me, I shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerized back up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error, which may happen due to reasons beyond its control like Data getting corrupted in transmission.

## **Features**

The Axis Mobile app provides many features which may be updated from time to time. The main features are:

1. Check Balance functionality in prelogin page
2. Login using touch ID/ Face ID, fingerprint, mPIN
3. Reset mPIN
4. Limits:
  - a. Viewing
  - b. Modification
5. Accounts:
  - a. View accounts details
  - b. View detailed statement
  - c. View smart statement (for some customers)

- d. Virtual Debit Card (for some customers)
- 6. Services:
  - a. Updating profile-related services (like address, KYC, etc)
  - b. Change home branch
  - c. Loan-related services
  - d. Chequebook-related services
  - e. Card-related services
  - f. Do not disturb functionality
  - g. PIS (for NRI customers)
- 7. Card (credit card, debit card, forex card):
  - a. Apply for card
  - b. Upgrade card
  - c. Loan on credit cards
  - d. Card offers
  - e. View statement
  - f. Autopay
  - g. Balance on EMI
- 8. Grabdeals
  - a. Cashback
  - b. Wednesday Delight
  - c. Dining Delight
  - d. Ecomm shopping
  - e. Offers
  - f. Instant vouchers
- 9. Edge reward
  - a. Redemption of reward points
  - b. Travel edge
  - c. eVouchers
  - d. Reward store
- 10. Wearables
  - a. Wear and pay
- 11. Fastag
  - a. Load balance
  - b. Apply for Fastag
- 12. Billpay
  - a. Automatic Payment of bills using Autopay
  - b. Bill generatin alert and reminders
  - c. 20k+ leading billers across 20+ cateogries
- 13. Send Money
  - a. Payees - Addition of Axis & other bank Payees
  - b. Send Money to Axis & Other bank payees
  - c. Send Money via IMPS and NEFT mode payees
  - d. Self - Fund transfer to self-accounts
  - e. Send money abroad - Send Money abroad
  - f. Schedule send money for future dates via standing instructions
  - g. Check Send Money transaction history
  - h. download and share transaction receipt
- 14. UPI
  - a. Link Axis or Other bank account for UPI payments
  - b. Transfer money via following modes -
    - i. Scan any QR
    - ii. UPI ID
    - iii. UPI number
    - iv. Bank Account
  - c. Check Send Money transaction history
  - d. download and share transaction receipt

- e. Request money
  - f. Process Pending requests
  - g. Manage UPI ( Generate QR code, Manage accounts, Manage UPI number and check complaint status )
  - h. Check UPI transaction details
  - i. Check account balance for UPI linked accounts
  - j. Raise dispute on UPI transactions
15. Cardless cash
- a. Withdraw cash from ATM/merchant without using debit card
16. Personalization
- a. Providing customers with relevant events and nudges details.
17. Deposits:
- a. Open a deposit
  - b. Close a Deposit (partial Withdrawal/full withdrawal)
  - c. View deposit details
  - d. Download Interest Certificate
  - e. Download Deposit Advice
  - f. Change maturity Instructions
  - g. Change Nominee details
18. Loans:
- a. Interest Certificate
  - b. Pay Overdue
  - c. Loan Details
  - d. Late Charges
  - e. Part Payment
19. Lockers:
- a. Booking
  - b. Change Standing Instructions
  - c. View Booking History
20. Mutual Funds:
- a. Transaction based:
    - i. Lumpsum (New and Existing Investor)
    - ii. Redemption
    - iii. Switch
    - iv. SIP
    - v. STP (Systematic Transfer Plan)
    - vi. SWP (Systematic Withdrawal Plan)
    - vii. Stop SIP
    - viii. Restart SIP
  - b. Non-transaction based:
    - i. Insight section
    - ii. Statements
    - iii. Past Transaction
    - iv. SIP Calculator
    - v. Scheme wise Holdings
    - vi. Update FATCA & Risk Profile
    - vii. Portfolio
    - viii. Schedule SIPs for the month
21. Digital Gold
- a. Lumpsum Buy
  - b. SIP Buy (Buy in rupees/ grams)
  - c. Sell gold
  - d. Delivery
  - e. View Order History
22. Public Provident Fund
- a. Lumpsum (one time investment)

- b. SIP Module
- c. Aadhar Linking
- d. View Statement
- 23. National Pension System
  - a. Subscription type (Individual/Corporate)
  - b. List of various Pension Fund Managers
  - c. Investment Style option (Auto/Active)
  - d. Nominee Declaration
- 24. Sovereign Gold Bond
  - a. Invest during live tranche
  - b. View past transactions
- 25. Floating Rate Savings Bond
  - a. Invest
  - b. Option available to download Certificate of Holdings (Soft copy/physical copy) after Investment
- 26. Demat
  - a. Open 2 in one account
  - b. View portfolio
- 27. Insurance
  - a. Apply for health and life insurance
- 28. My Privileges (only for certain customers)
  - a. View entitlements and offers

**Liability of the User:**

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

- i. Not advising the Bank about unauthorized access to or erroneous transactions in the Mobile Banking accounts.
- ii. In case of change in or termination of the Mobile Phone number/SIM Card, not informing the Bank about the change/ termination.

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

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

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

The user shall be liable for all loss if he has breached the Terms and conditions contained herein or contributed or caused the loss by negligent actions or a failure on his part to advise the Bank within a reasonable time about any unauthorized access in the account.

Axis Bank has adopted the mode of authentication of the Customer by means of verification of the Mobile Phone Number and/or through verification of mPIN, Password, debit card PIN allotted by Axis Bank to the Customer or through any other mode of verification as may be stipulated at the discretion of Axis Bank.

The unauthorized access and/or use of aforementioned modes of authentication can raise a risk to the security of the Account/s of the Customer. Hence, to avoid any legal risks related with use of modes of verification other than digital signatures, the Customer(s) shall ensure maintenance of complete

confidentiality, secrecy and protection of the authentication parameters such as Mobile Phone Number, mPIN, Password and debit card PIN allotted to the Customer(s) or any other mode of verification as may be stipulated at the discretion of Axis Bank.

#### **Liability of the Bank:**

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

#### **Fingerprint and Face authentication Terms:**

The user understands that, authenticating a transaction using fingerprint or face is the capability of the device/smartphone and the accuracy of the feature. The Bank doesn't hold responsibility for any issues in the operation of the feature. The Bank validates a transaction based on the success or failure message that is received from the device.

The user takes a conscious call in giving permission to Mobile Banking to use the finger print and Face authentication feature of the device. The user is aware that any finger print or face added/registered to the device will be able to transact on the Mobile Banking application: however this transaction doesn't include login and beneficiary addition. The Bank is not responsible for any fraud that might occur due to any person other than the genuine user adding his/her fingerprint to the device and transacting on Mobile Banking. The user should ensure that only his/her fingerprint or face is added/registered to his/her device and no one else has access to this fingerprint authentication feature.

#### **Disclosure of Personal Information:**

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

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

- Location: To display the ATMs/Branches and Offers near you.
- Contacts: To retrieve phone number, email address from contacts to send money or recharge.
- Photos and Camera: To personalize the accounts and payees added to the app
- Phone: To allow a call to be made to Axis Bank Customer service from the app

- Device ID and Status, Mobile Number (SIM) and send SMS facility: To perform the required SIM locking to your device for your account security by reading phone status and identity
- Calendar: To sync your scheduled payments
- SMS: To auto read OTP/MVC/DVC related SMS. Also used in phone verification to send SMS on users behalf.

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.

### **Aadhaar linking related Terms:**

By submitting Aadhaar details for linkage to bank accounts, customer agrees to the following terms and conditions:-

Linking Aadhaar for govt. benefits:

I submit my Aadhaar number and voluntarily give my consent to:

- Use my Aadhaar Details to authenticate me from UIDAI
- Use my registered Mobile Number in the bank records for sending SMS alerts to me
- Link the Aadhaar Number to all my existing/new/future accounts and customer profile(CIF) with the bank

I wish to seed my selected account with NPCI mapper to enable me to receive Direct Benefit Transfer (DBT) including LPG Subsidy from Govt. of India (GOI) in my selected account. I understand that if more than one Benefit Transfer is due to me, I receive all the benefit transfers in the same account.

I have been given to understand that my information submitted to the bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law.

I hereby declare that al the information voluntarily furnished by me is true, correct and complete

I agree that submission of request does not necessarily imply processing of the transaction. Axis Bank has full rights to reject the transaction based on regulatory and internal guidelines

I understand that Axis Bank shall ensure security and confidentiality of personal identity data provided for the purpose of Aadhaar based authentication and defrayal if any.

Link Aadhaar to Bank Account:

I submit my Aadhaar number and voluntarily give my consent to:

- Use my Aadhaar Details to authenticate me from UIDAI
- Use my registered Mobile Number in the bank records for sending SMS alerts to me
- Link the Aadhaar Number to all my existing/new/future accounts and customer profile(CIF) with the bank

I have been given to understand that my information submitted to the bank herewith shall not be used for any purpose other than mentioned above, or as per requirements of law.

I hereby declare that al the information voluntarily furnished by me is true, correct and complete

I agree that submission of request does not necessarily imply processing of the transaction. Axis Bank has full rights to reject the transaction based on regulatory and internal guidelines

I understand that Axis Bank shall ensure security and confidentiality of personal identity data provided for the purpose of Aadhaar based authentication and defrayal if any.

#### **Indemnity:**

I shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the Mobile Banking transactions done by me. I agree that the Mobile Banking Service uses the network provided by the CSP. I hold the Bank harmless against any loss incurred by me due to failure in this network.

#### **Right to amend**

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

#### **Governing law and jurisdiction**

The construction, validity and performance of these terms and conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter. Axis Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the services is accessible.

## **TERMS & CONDITIONS - LIME WALLET**

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

- AXIS BANK Prepaid Instrument terms & conditions
- AXIS BANK Saving Account terms & conditions
- AXIS BANK Net Banking terms & conditions
- AXIS BANK Mobile Banking terms & conditions

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

#### **Definitions**

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

**"Wallet"** or **"LIME Wallet"** or **"LIME"** refers to LIME wallet option offered in Axis Mobile Application by Axis Bank in India, Axis Mobile application can be downloaded from App Store and Google Play store for iOS and Android mobile operating systems by the User to avail various products and services offered by Axis Bank through this Axis Mobile Application.

**“Account Holder”** shall mean a User who an Axis Bank Customer is holding an operative savings bank Account. Non-Resident Indians (NRIs), Foreign Account Holders and minors are not eligible to register for the Services.

**“Account(s)”** shall mean an operative savings bank Account maintained by any User with Axis Bank, details of which provided by the User at the time of Registration or authentication process of LIME Wallet and shall also include Lime Saving Account offered by Axis Bank on LIME Wallet.

**"Bank"** and **"Axis Bank"** shall mean Axis Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a bank under Banking Regulation Act, 1949 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 or any person under the control of the Bank or 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.

**“Credit Card”** means active Credit Card of the User issued by Axis Bank which is linked to User’s Mobile Number or issued by any other Bank in India.

**“Debit Card”** means an active Debit Card of the User issued by Axis Bank to the Account Holder, which is linked to User’s Mobile Number or issued by any other Bank in India.

**“Internet Banking ID”** shall mean Axis Bank Internet Banking User ID allotted to the User through which he/she can access products and services offered by Axis Bank through Internet Banking portal hosted on: [www.axisbank.co.in](http://www.axisbank.co.in).

**“Law”** includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or applicable Reserve Bank of India circulars, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.

**“LIME Wallet”** refers to virtual and/or physical semi closed prepaid payment instrument having a monthly transaction and balance limit will be as per Wallet limits that are prescribed by RBI, offered by Axis Bank through LIME Wallet. Axis Bank has offered said prepaid payment instrument in compliance with the RBI Policy Guidelines on “Issuance and Operation of Pre-paid Payment Instruments in India”.

**"Mobile Phone Number"** shall mean the phone number specified by the User during registration to the LIME Wallet. In case the User wishes to register as an “Axis Bank customer” he/she will have to use the

Phone number registered for Mobile or SMS Banking facility offered by Axis Bank. Any other Phone number shall be treated as a "Non-Axis Bank customer".

"**Mobile Phone**" shall mean a valid SIM card enabled smartphone (running on iOS or Android operating system), which is owned by the User.

"**Money**" shall mean funds in Indian Rupee (INR) held in the Account(s) or Wallet or Credit Card or in any other financial instrument.

"**Personal information**" shall mean any information about the User voluntarily provided by the User and obtained with the consent of User by Axis Bank, in relation to the services.

"**Registered User**" refers to a User who has registered for the LIME Wallet.

"**Services**" shall mean all the products and services offered by Axis Bank under the LIME Wallet, as more specifically mentioned in clause 4 of these Terms.

"**Transaction**" shall mean and includes all the LIME Wallet transactions in the LIME Wallet.

"**User**" shall mean eligible Account Holder of Axis Bank as well as any other person (not necessary having any relationship with Bank) who has downloaded the LIME Wallet and registered with Axis Bank for availing service offered by Axis Bank under the LIME Wallet.

"**Website**" shall mean and includes to the website owned, established and maintained by Axis Bank located viz: [www.axisbank.com](http://www.axisbank.com) and [www.axisbank.co.in](http://www.axisbank.co.in) or any other websites which may be hosted by Axis Bank from time to time.

For the purposes of these Terms, unless the contrary intention appears:

- a. All reference to the User in masculine gender shall be deemed to include feminine gender also.
- b. Any reference to: an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

An "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

- c. The singular includes the plural (and vice versa);

## **Eligibility**

- i. The services offered under LIME Wallet shall be available to the Users who are Indian citizen and are above 18 years of age on the date of registration to the LIME Wallet, subject to the condition that s/he downloads the Axis Mobile Application, successfully installs it and thereafter authenticate himself with the applicable credentials and sets his MPIN.

- ii. To avail services, User has to first register in LIME Wallet with required credentials, then process for which shall be followed by User on the LIME Wallet itself as per instructions provided therein.
- iii. These services shall be made available only to the user 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 or without prior notice to the customer.
- iv. The User understands and accepts that any other condition that is a pre-requisite to access the Services, including, but not limited to a Mobile Device, Data Connection, etc. will be the sole responsibility of the User.
- v. User by registering for the LIME Wallet for availing the Services, the User acknowledges and accepts these Terms as well as certain additional service terms and conditions, as may be applicable, if any, with respect to the specified services ("Service Terms") which will be communicated to the User from time to time and the User's conduct of continuing to avail the Services shall amount to his/her unconditional acceptance of such Service Terms and shall be binding on the User.

## **LIME WALLET**

### **Refunds**

All the refunds and reversals will be credited to source account i.e. to the Account from where it was debited. The refunds, in case of failed / returned / rejected / cancelled transactions shall be done in accordance with Wallet limits that are prescribed by RBI. These limits might change from time to time on Bank's discretion or as per the applicable Laws or any regulatory changes.

### **Recharges**

1. LIME wallet can be used to recharge prepaid mobile. LIME does not provide any mobile service and is only a reseller of prepaid mobile services by telecommunications service providers or the providers of such prepaid recharge (the 'Telco' or 'Telcos') or other distributors or aggregators of such Telco's. LIME is not a warrantor, insurer, or guarantor of the services to be provided by the Telco's.
2. Recharge made through LIME may take 3 to 4 working days to get processed. Recharge sold through LIME Wallet to user is sold without recourse against the Bank for any breach of contract by the Telco. Any disputes regarding the quality, minutes provided, cost, expiration, or other terms of the Recharge purchased must be handled directly between user (or the recipient of the Recharge) and the Telco.
3. Axis Bank and its business partners, reserves the right to charge and recover from the User, fees for availing the recharge Services. Axis Bank will recover any charges, whatsoever, that may be levied by any of the service provider for recharge initiated through the LIME Wallet.

### **Bill Pay**

- "Bill Pay" features allows user to pay bills pertaining to services of Mobile, Landline, DTH, Data Card, Electricity, Gas and Insurance.
- If user has given standing instructions for payment of a Bill, it will be user's responsibility to ensure that there is sufficient balance in source account/wallet.
- Bill Payment made through LIME may take 3 to 4 working days to get processed. The customer should ensure that payment is made at least 3 to 4 working days before the due date. The customer

should also ensure that the date selected in case of Auto pay is at least 3 to 4 working days before due date. Axis bank bears no responsibility in such cases of late payment or late payment fees levied by the biller.

- Axis Bank and its business partners, reserves the right to charge and recover from the User, fees for availing the bill payment Services. Axis Bank will recover any charges, whatsoever, that may be levied by any of the biller for bill payment initiated through the LIME Wallet.
- Depending upon the Axis Bank business partner and biller/s through whom the Services are availed by user (i) the specific features of the Service may differ (ii) the number of Billers available over the Service can differ (iii) the type and range of Payment accounts that can be used to issue a Payment Instructions can differ and (iv) the modes/devices over which the Service can be accessed can differ; and (v) the charges, fees for availing the Service or any aspect of the Service can differ.
- From time to time, Axis Bank, at its sole discretion, can add to or delete from such list of Billers or types of Payment Accounts that can be used in respect of making payments to a Biller.
- Axis Bank assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:
  - If the Payment Instruction(s) issued by user is/are incomplete, delayed inaccurate, and invalid.
  - If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)
  - If the funds available in the Payment Account are under any encumbrance or charge.
  - If user's Bank refuses or delays honouring the Payment Instruction(s)
  - If payment is not processed by biller upon receipt.
  - Circumstances beyond the control of Axis Bank

In case the bill payment is not effected for any reason, user will be intimated about the failed payment accordingly.

#### **Limitation on Transactions:**

Axis Bank in its sole discretion can limit transactions user will be allowed to carry out through the LIME wallet for the day, may introduce new limit/s or modify the said limit/s. Transactions include Fund transfer, Mobile recharge, and Bill payment. If the daily transaction limit is exhausted, then user will not be allowed to carry out transaction through the LIME for the day.

#### **Offers**

- All offers listed on this platform are subject to change/ withdrawal without prior notice
- All offers are not transferrable, are not for sale or re-sale nor redeemable for cash and may not have a monetary value
- No two offers can be clubbed together
- Any discounts herein are valid only on the net amount (excluding taxes or any other additional charges)
- Any transactions for purchase or booking via Lime are subject to the terms & conditions of the respective sellers. Availing offers is subject to availability and the merchant's discretion
- Individual merchants' terms & conditions apply to all customer transactions with them
- Axis Bank bears no responsibility for the products/ services availed using any offer. The products are sold and the services are provided by respective merchants, under such terms and conditions as determined by the merchants, and Axis bank accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by Axis Bank and

under no circumstances shall the inclusion of any product or service in offers be construed as an endorsement or recommendation of such product or service by Axis Bank

### **FATCA- CRS Terms and Conditions**

The Central Board of Direct Taxes has notified on 7th August 2015 Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/ appointed agencies/ withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e. within 30 days. If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or green card holder, please include United States in the foreign country information field along with your US Tax Identification Number. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form. I am aware that the bank reserves the right to consolidate any existing customer IDs as it may decide, without any prior notice to me I do hereby solemnly declare that the information provided above is up to date and correct and I hereby submit my recent photograph and photographs of the KYC documents.

### **Dormancy and Closure of Wallet account**

If there are no transactions in the wallet account for a period of ten years, the account will be treated as an inoperative account. The customer should thus transact on the account periodically, so that it does not become inoperative. In case there are no customer induced debit, credit and/or third party transactions in the account for a period of ten years, it may be classified as inoperative. Any transaction initiated by the Bank would not be considered as customer induced transactions. The Bank reserves the right to close the inoperative wallet account without any obligation to intimate the customer. The wallet account along with unutilised funds would be moved to DEAF (Depositors Awareness and Education funds) post completion of 10 years from the date of last transaction induced by the customer.

If the balance in the wallet is Zero, Axis Bank has a right to close the account at any point of time without any obligation to intimate the customer.

Axis Bank reserves the right to change the service provider or change the way Axis provide service. Axis Bank reserves right to close Lime wallet and move balances to their Axis savings account.

Axis Bank reserves right to move the funds unclaimed form the new service provider to DEAF (Depositors Awareness and Education funds) post completion of 60 days from the date Axis Bank change the service provider.

### **Right to amend**

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

### **Tax**

Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customer/s due to provision of the Program, shall be to the sole account of the Customer/s.

## **Jurisdiction**

Disputes, if any, arising out of or in connection with, or as a result of this Program or otherwise shall be subject to the laws of India and the exclusive jurisdiction of the competent courts/tribunals in Mumbai only.

## **Authority to Axis Bank**

The User irrevocably and unconditionally authorises Axis Bank to access his Account for effecting instructions for all the Transaction(s) (defined above) and Banking Transactions in relation to the services availed by them under LIME Wallet and to share the Account information with any third parties for the purpose of accepting/executing such requests of the User.

## **Authorization**

- The User irrevocably and unconditionally authorises Axis bank to operate his Account for effecting instructions for all the Transaction(s) (defined above) and Banking Transactions in relation to the services availed by them under LIME Wallet.
- The User irrevocably and unconditionally authorizes Axis Bank to access his Account and the Personal details registered while authentication of LIME Wallet for availing the service including effecting Banking or other transactions of the user through the services.
- The User expressly authorizes Axis Bank to disclose to the service provider or any other third party and under applicable Laws, all their personal information in its possession, as may be required by them to provide the services offered under the LIME Wallet to the User.
- The authority to record the User's details and transaction details is hereby expressly granted by the User to Axis Bank. All records of Axis Bank generated by the Transactions arising out of use of the services, including the time of the transaction, beneficiary details, etc; recorded shall be conclusive proof of the genuineness and accuracy of the Transactions.
- The User authorizes Axis Bank to send any message or make calls to his mobile phone Number or display banners or any other communication on LIME Wallet to inform him about any promotional offers including information regarding Banks' new products either now available or which Axis Bank may come up with in the future, greetings, banners or any other promotional messages or any other message that Axis Bank may consider appropriate to the User.
- The User irrevocably and unconditionally agrees that such calls or messages made by the Axis 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.
- The User authorizes Axis Bank to send any rejection message or to reject any transaction/request, if it finds that the request sent by the User is not as per the requirements stipulated by Axis Bank for availing the services.
- Axis Bank shall make all reasonable efforts to ensure that the Users personal information is kept confidential. Axis Bank however shall not be responsible for any divulgence or leakage of confidential User information by the User.
- The User expressly authorizes Axis 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 use of Social Connect on LIME Wallet without the Bank having to verify the authenticity of any request or Transaction purporting to have been received from the User through LIME Wallet.

- Axis Bank shall have the option to introduce any new services through these services at any time in future and the User shall be deemed to have expressly authorized Axis Bank to register the User for such new services.

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

1. The User shall be responsible for the accuracy of any information provided by the User for availing the services.
2. The User shall be solely responsible for recharge, bill payment and any other services through availed LIME Wallet.
3. The User availing services under LIME Wallet shall be bound by the applicable guidelines on Know Your Customer/Anti-Money Laundering/Combating Financing of Terrorism guidelines issued by RBI from time to time and the provisions of Prevention of Money Laundering Act (PMLA) and rules thereunder, as amended from time to time .
4. The User shall be liable and responsible in case of any discrepancy found in the information provided by him for availing services offered through the LIME Wallet.
5. If, the User suspects that, there is an error in the information supplied by Axis Bank, he shall inform the Bank immediately. Axis Bank will endeavour to correct the error promptly wherever possible on a best effort basis.
6. Axis Bank shall not be held liable for any loss suffered by the User due to disclosure of the Personal information to any service provider or third party by the Bank, for reasons including but not limited to participation in any telecommunication or electronic clearing network, in compliance with any legal or regulatory directives, for statistical analysis or for credit rating or for any legal or regulatory compliance.
7. The User shall be solely responsible for protecting his Mobile Phone and MPIN for the use of the said services.
8. The User shall be liable to the Bank for any kind of unauthorized or unlawful use of any of the above mentioned MPIN or the credentials provided on the LIME Wallet or any fraudulent or erroneous instruction given and any financial charges thus incurred, which shall be payable by the User only.
9. The User accepts that for the purposes of the said services any Transaction emanating from the Mobile Phone Number registered by User by use of valid MPIN, shall be assumed to have initiated by the User at his sole discretion.
10. It is the sole responsibility of the User to request the Bank, to suspend the said services due to change of his registered Mobile Phone Number or if his Mobile Phone has been lost or has been allotted to some other person. The User shall also be obliged to inform the Bank, if any, unauthorized Transaction in his account, of which he has knowledge.
11. It shall be the responsibility of the User to update him with regard to any information relating to the Services as Axis Bank may decide to provide certain other additional services. Axis Bank shall not be responsible for any disregard on the part of the User.
12. The User shall be liable for all loss, if he has breached the Terms and Service Terms contained herein and other applicable terms & conditions or contributed or caused the loss by negligent actions or a failure on his part to advise Axis Bank within a reasonable time about any unauthorized access made in his behalf in the LIME Wallet.
13. The User shall agree that by use of these services, User shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on User in the same manner as if the User has agreed to the same in writing.

## Other terms of Service

These terms & conditions are in addition to the general terms & conditions of any Account or any other services provided by Axis Bank to its Customers.

1. These services shall be available to all the users who are Indian citizen and are above 18 years of age on the date of registration to the LIME Wallet.
2. User shall register himself for using the LIME Wallet in such manner and through such modes as may be specified and made available by Axis Bank from time to time for availing and using the services.
3. Axis Bank reserves right to charge the User for the services offered under the LIME Wallet.
4. These Services will be provided by Axis Bank at the request of the User and based on the instructions received from User.
5. The User irrevocably and unconditionally authorizes Axis Bank to debit his account/s with the Bank registered for availing the services.
6. User agrees and confirms that, for the purpose of availing said services:
  - a. Any details provided by user would be stored at Axis Bank server database.
  - b. User shall adhere to the limit set Axis Bank for all the services under LIME Wallet.
7. For the purpose of availing these services, User shall take all necessary precautions to prevent unauthorized and illegal use of LIME Wallet and services offered through the services.
8. The User shall be responsible for maintaining the confidentiality of MPIN/OTP/Code/password and for all the consequences which may arise due to use or misuse of such MPIN/OTP/Passcode/password.
9. The User shall be responsible for any and all the fund transferred to beneficiaries at their request or received by user using the LIME Wallet.
10. The User shall be liable for all loss caused due to negligent actions or a failure on his part to immediately notify Axis Bank within a reasonable time, about any unauthorized use/access made on his behalf in the LIME Wallet or misuse of MPIN/ OTP/Passcode/password or any other breach of security regarding the services, of which he has knowledge.
11. The User shall not, while using the LIME Wallet, upload, download, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libellous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property.
12. The User irrevocably and unconditionally authorize Axis Bank to access all the necessary information for effecting transactions executed by him under the services and to share his necessary information with any third parties for the purpose of accepting/ executing such requests.
13. Axis Bank may keep records of the transactions in any form it wishes. In the event of any dispute, Bank's records shall be binding as the conclusive evidence of the transactions carried out through the said LIME Wallet.
14. The User shall not to use/access the LIME Wallet and/or services offered through the same in any manner other than as authorized by Axis Bank. In case the User uses the LIME Wallet for any purpose which is illegal, improper or which is not authorized under these terms /other specified terms & conditions then Axis Bank has a right to take all reasonable measures in order to prevent such unauthorized access by the User.

15. The User confirms that, any instructions given by him shall be effected only after validation of authentic MPIN/OTP/Passcode/Password used by him for availing such services.
16. The User agrees and confirms that, once the transaction is materialized, any stop-payment instructions given by him cannot be accepted and acted upon by Axis Bank.
17. The User shall while utilizing the services ensure that:
  - a. She/he has authority to access and avail the services obtained and shall duly complies with the applicable laws and regulations prevailing in India.
  - b. She/he shall provide Axis Bank with such information and/or assistance as is required by Axis Bank for the performance of the service and /or any other obligations of Axis Bank under these services.
  - c. She/he shall be responsible for providing the accurate and authentic information/instructions to Axis Bank for availing such services.
  - d. She/he shall not at any time provide to any person, with any details of accounts held by him with Axis Bank or any other Bank including the passwords, account number which are allotted, from time to time.
18. The User acknowledges that, the services offered by Axis Bank under the LIME Wallet shall be availed by him at his own risk and these risks shall include the following risks:
  - a. Any technical error, failure, glitch, network failure, legal restraints and other reasons which is beyond control of Axis Bank, for which Axis Bank shall not be held responsible.
  - b. Any loss, damages, etc. that may be incurred/suffered by User, for the reason that the information provided by him turns out to be wrong/incorrect/inaccurate, for which Axis Bank shall not be held responsible.
  - c. Any risks arising from the performance of any service provider/other third party/entity involved in the process; and from any loss or damage incurred or suffered by User for any error, defect, failure or interruption of the service or consequences arising out of delayed fund transfer.
  - d. Any loss of damage arising or resulting from delay in transmission delivery or non-delivery of online/electronic instructions or any mistake, omission or error in transmission or delivery thereof or in decrypting the instructions from any cause whatsoever or from its misinterpretation received or any act or even beyond control of Axis Bank.
  - e. The technology for enabling services offered by Axis Bank under LIME Wallet could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may be possible that the said LIME Wallet/ server of Axis Bank may require maintenance and during such time it may not be possible to process the request/transaction of the Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. User understands that Axis Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any User instruction for whatsoever reason.
  - f. Axis Bank shall not be held responsible for any loss or damage incurred by the User due to his/her ignorance of the fact about the services offered by Axis Bank through LIME Wallet.
19. The User agrees that Axis Bank shall assume no responsibility with respect to:
  - a. Transactions carried out under the service in good faith relying on User's instructions.
  - b. Not carrying out transactions where Axis Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.

- c. For any loss or damage incurred or suffered by User for any error, defect, failure or interruption of the service or consequences arising out of delayed transfer/remittance and for any reason which is beyond control of Axis Bank.
  - d. User acknowledge and agree that Axis Bank remains a mere facilitator for this service and that Axis Bank does not warrant or claim any responsibility for these services nor does Axis Bank endorse any such service and/or its standing or reputation whatsoever and Axis Bank shall not liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that User may suffer. The risk in this regard is entirely on the User.
  - e. Unauthorized access of any third party to the information/instructions given by user to third party using said services.
  - f. For any direct, indirect or consequential damages occurred to User while availing these services, arising out of any error in the services and which are beyond control of Axis Bank.
  - g. When Axis Bank acted in good faith.
  - h. Any loss, damage, liability caused or suffered by User due to disclosure of all information of confidential nature
20. The User agrees that, charges if any for the services offered by Axis Bank under LIME Wallet will be at the sole discretion of Axis Bank and Axis Bank is at the liberty to withdraw/modify/vary the same from time to time, without giving any notice to user.
21. The User agrees that, if his bank account is closed/ blocked pursuant using the services, for any reason whatsoever, user shall settle the issue directly with his Bank and shall not hold Axis Bank any way responsible for the same.
22. The User shall remain responsible for any and all the transactions made through the LIME Wallet. Axis Bank may withdraw or terminate any or all the services anytime or in case of breach of terms by user without a prior notice; or if Axis Bank learns of demise, bankruptcy or lack of legal capacity of the User or for any reason whatsoever.
23. The User agrees that he/she is not entitled to consolidate amounts available in his/her different bank accounts maintained with bank(s) for making payments using said LIME Wallet.
24. The User agree to indemnify, defend and hold harmless Axis Bank and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorney's fees, and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from :
- a. any breach or non-compliance by User of any term of these Terms of Service or any other additional terms & conditions and policies of Axis Bank;
  - b. any dispute or litigation caused by Users actions or omissions;
  - c. any negligence or violation or alleged violation of any law or rights of a third party
25. Axis Bank may provide any services through this LIME Wallet, directly or through its associates or contracted service providers on its behalf.

## **Indemnity**

- In consideration of Axis bank agreeing to provide the Services and access to the LIME Wallet and/or services to the User, the User shall, at his own expense, hereby irrevocably agrees, to indemnify and keep Axis bank its directors and employees, representatives, agents and/or affiliates (hereinafter referred to as "the related parties"), as the case may be, indemnified and harmless, at

all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, on full indemnity basis, suffered or incurred or likely to suffer by Axis bank or the related parties on account of any claims, actions, suits or otherwise instituted by the User, or any third party whatsoever, arising out of or in connection with the use of the services and any and all transactions initiated by the use of the LIME Wallet services and/or whether with or without the knowledge of the User, or whether the same have been initiated bona fide or otherwise which transactions, the User hereby acknowledges, Axis bank or the related parties has processed on the User's transaction instructions and authority of the User in accordance with these terms and conditions and other applicable specific terms and conditions, as the case may be. The User further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the User notwithstanding partial withdrawal of the services.

- The User will pay Axis Bank and /or the related parties such amount as may be determined by Axis Bank and/or the related parties to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.
- The User agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, and action or proceeding attributable to any such claim.

### **Confidentiality and Disclosure**

To the extent not prohibited by applicable law, the Axis bank shall be entitled to disclose, share or transfer any Personal information relating to the User and/or any other information given by the User for utilization of the services to and between its branches, representative offices, affiliates, representatives, auditors and third parties selected by Axis Bank, wherever situated, for confidential use in and in connection with the LIME Wallet. Further, Axis bank shall be entitled at any time to disclose any and all Personal information concerning the User 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.

### **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 services or through use of the LIME Wallet or by any other means.
- The User herein accepts that in case of any discrepancy in the information provided by him with regard to these services the onus shall lie upon the User

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

- Axis 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 Axis bank in an event of any loss/damage suffered by the User as a consequence of the inaccurate information provided by the Bank.

### **Termination**

- Axis Bank may, at its discretion, withdraw temporarily or terminate the Services of LIME Wallet, either wholly or in part, at any time without giving prior notice to the User. Axis Bank may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for technical or security reasons, which require the suspension of the Services.

- The closure of the account of the User will automatically terminate the Services.
- Axis Bank may suspend or terminate Services 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 Services and/or expand, reduce or suspend the transactions allowed using these services, change the process and transaction limits associated with these services based on security issues, at any time, without any prior notice to the User.

## Disclaimers

Axis bank shall be absolved of any liability in case:

The User fails to avail the services 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 Axis 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 services owing to the above- mentioned reasons.

The User is acting in good faith on any transaction instructions received by Axis bank; There is any unauthorized use of the User's MPIN, Password, Passcode, OTP or Mobile Phone or Mobile Phone Number for any fraudulent, duplicate or erroneous transaction instructions given by use of the User's MPIN, Password, Passcode, OTP or Mobile Phone or Mobile Phone Number;

- There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- There is any lapse or failure on the part of the service providers or any third party affecting the said services and that Axis bank makes no warranty as to the quality of the service provided by any such service provider or any third party.

Axis Bank does not warrant the confidentiality or security of the messages or notifications whether personal or otherwise transmitted through the LIME Wallet in respect of the said Services. Axis 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 Services. Axis Bank, its directors and 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 Services.

Notwithstanding anything in the contrary provided in this terms and conditions, Axis Bank shall not be involved in or in any way liable to the User for any dispute between the User and cellular services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise).

Any loss incurred by the user due to use of the services by any other person with an express or implied permission of the User. Axis bank shall not be held responsible for the confidentiality, secrecy and security of the personal or account information being sent through the services for effecting the User's instructions.

Axis 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.

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

### **Modification / Alterations to LIME Wallet Services**

Axis 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.

### **Communication**

Axis 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) 24252525. In addition, Axis Bank shall also provide notice of general nature regarding the services and terms and conditions, which are applicable to all Users of the Services, on the website <http://www.axisbank.com> and/ or also by means the customized messages and notifications sent to the User over his Mobile Phone Number as short messaging service ("SMS"). In addition

Axis bank may also publish notices of general nature, which are applicable to all users of the services. Such notices will be deemed to have been served individually to each User. *Right of set-off and Lien* - Axis Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scripts held in the Account(s) or Wallet or in any other account, whether in singly or jointly, to the extent of all outstanding dues, whatsoever, arising as a result of the provision of Services to the User and/or access by the User of Application.

### **Governing law and jurisdiction**

The construction, validity and performance of these terms and conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter. Axis Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the services is accessible.

### **ANNEXURE "A"**

### **DIGITAL CONTENT SUBMISSION POLICY AND GUIDELINES**

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

### **Terms & conditions for usage of Digital Contents**

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

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

6. Any images/audios/audio-visuals provoking religious or political beliefs and faiths, including anything that portray groups banned by law/ views of which are likely to cause social unrest, anti-social disorder or political or religious statements and/or text or illustrations.
7. Any images/audios/audio-visuals containing subject matter of any nature that might result in confusion regarding the LIME Wallet or that might result in transaction fraud through the use of the said LIME Wallet.
8. Any image/audios/audio-visuals that might reflect poorly or might engender hostility toward the Master Card<sup>®</sup> or Visa<sup>®</sup> or any other payment network brands/gateways.
9. Any images/audios/audio-visuals where money or currency is in focus/displayed.
10. Any reference to the Olympic Games trade names, logos, slogans or any other reference identifying of any Card Processing Associations (e.g. Visa, Master Card, American Express, etc.).
11. Any images/audios/audio-visuals that portray profanity or obscenity which portray Axis Bank, Axis Bank logo, or Axis Bank Cards, Brand Name, Trademark, etc; in bad manner.
12. Any images/audios/audio-visuals which show the names, brands, products, services or images of any other Banking or Financial Institution.
13. Any images/audios/audio-visuals that have any emblems, flags, marks, names, logos or any contents pertaining to the Constitution of India or any other government body.