

Company Particulars

Registered Company Name

Doing Business As (DBA)

Owner Name

Constitution

- | | | | |
|---|--|--|---|
| ☐ Private Ltd. | ☐ Public Ltd. | ☐ Corporation | ☐ Partnership |
| ☐ Trust/Charities/NGOs | ☐ HUF | ☐ FI | ☐ Registered Society |
| ☐ Govt. Body | ☐ Non-Govt Organisation | ☐ Sole Proprietorship | ☐ Bank |
| ☐ LLP | ☐ Others <input type="text"/> | | |

Registered Address

Correspondence / Installation Address

Telephone No. -

Mobile No.

PAN

Date of Incorporation

Existing CMS Customer? ☐ YES ☐ NO

If yes, specify Customer ID

Whether the merchant is registered under GST? ☐ Yes ☐ No

If Yes, please fill below mentioned details

GST IN

GSTIN Address

Section : Collections

Product

- | | | |
|---|---------------------------------------|-------------------------------------|
| ☐ Cash/Cheque | ☐ Power E-coll | ☐ CDM |
| ☐ EasyPay Branch | ☐ NACH Debit | ☐ BC Network |
| ☐ EasyPay Online | ☐ Direct Debit | |

For Bank Relationship Manager use only

Name with Stamp & Signature of Branch Head

Specimen Signature No.:

Employee ID: Date:

Name with Stamp & Signature of CCPH Official:

Employee ID:

Date:

Branch Sol ID: Linked Circle Official Name :



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(Rubber Seal of Company Required)

RM Name : _____ Contact No.: [][][][][][][][] Employee ID: [][][][][][][][][]
PSM Name : _____ Contact No.: [][][][][][][][] Employee ID: [][][][][][][][][]

These Terms and Conditions (T&Cs), including terms under respective services section govern the Cash Management Services and by signing the Cash Management Services Application Form (CMS Form) and/or by accepting the service proposal and/or by using the Bank's Cash Management Services, you agree to be bound by these T & Cs at all times.

- i. "Account" shall mean any bank account of the Client other than the term deposit account(s) held with Axis Bank or any other bank in India, which is designated as eligible account by Axis Bank for the Cash Management Services.
- ii. "Affiliate" with respect to Axis Bank shall mean any Company, Corporation, Association or Other entity, which indirectly, Controls, is controlled by or is under common control, with Axis Bank, where "control" (and its derivatives) means: (a) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person, or other entity through the ownership of voting securities; or (b) direct or indirect ownership in the aggregate of fifty percent (50%) or more of any class of voting or equity interests in the other corporation, person, or entity.
- iii. "Agreement" shall mean and includes this Agreement, all Schedules hereto and any amendments to the same from time to time.
- iv. "Application" shall mean application(s) for availing of the Services from Axis Bank in form and manner prescribed by Axis Bank.
- v. "Authorised Persons" shall mean any person(s) authorised to operate the Account and informed by the Client to Axis Bank in writing at the time of account opening or such other person(s) authorised to operate the Account from time to time and notified by the Client to the Bank in writing.
- vi. "Client Bank" shall mean any bank that has submitted an Application to Axis Bank for the purpose of availing Cash Management Services from Axis Bank for and on behalf of its own Clients.
- vii. "Channels" shall mean e-mail, letters, branches, web interface of Axis Bank or interface installed at the Client's server or other electronic communication method permitted by Axis Bank through which the Client or Client Bank may supply/make available the requests for Disbursements or Instruments, the details of the Beneficiaries and other instructions for the Services.
- viii. "Client" shall mean any Person having an Account or requesting for availing any or all the Cash Management Services through an Application, which Application has been accepted by Axis Bank and shall include the Client Bank and its Clients where the context so requires.
- ix. "Correspondent Bank" shall mean any other Bank with whom Axis Bank has entered into arrangement for extending the Facility/Facilities or Service(s).
- x. "Execution Date" with respect to the T & Cs would mean the date on which Cash Management Services [CMS] application form has been signed by the Client or the service proposal has been accepted by the Client. 'Execution Date' with respect to payment instructions would mean the date mentioned in the respective payment instruction, being a Business Day for payment on behalf of the Client.
- xi. "Facility/Facilities" or "Service/s" shall mean Cash Management Services offered by Axis Bank to the Client as more particularly described in the corresponding Schedules hereunder. The term "Facility/Service", when used in the Schedules herein shall mean the facility covered under the respective Schedules.
- xii. "Instrument" shall mean cheques [including Post Dated Cheques[PDCs]], demand drafts, pay orders and any other instruments of similar nature in respect of which services are offered by Axis Bank;
- xiii. "Locations" shall mean such locations where Axis Bank may provide the Cash Management Services as agreed in the Application and such other locations as may be intimated by Axis Bank to the Client from time to time.
- xiv. "Person" shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm and any other association of persons whether registered or not;
- xv. "Third Party" shall mean and includes a Representative, Agent, Correspondent Bank(s), Courier, Vendor or any other third party appointed by Axis Bank to provide Services under the present T & Cs.
- xvi. "Website" refers to the website owned, established and maintained by Axis Bank at the URL 'www.Axisbank.com'. Capitalized terms used in the main body of the Terms and Conditions but not defined herein shall have the meaning ascribed to them in the Schedules. Capitalized terms used in the Schedules but not defined therein shall have the meaning ascribed to them in this clause. Words or expressions used in these Terms and Conditions, but not specifically defined herein shall have the respective meanings assigned to them by Axis Bank or Reserve Bank of India from time to time. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation". Words importing any gender include the other gender. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

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2. Applicability

The Client shall make an application to Axis Bank for use of the Facility. Axis Bank shall be entitled at its sole discretion to accept or reject any application as may be submitted by the Client. By applying for or availing of the facility, the Client acknowledges as having read, understood and accepted these T & Cs and agrees to abide by the same.

3. Authorised Signatories

The Client shall, from time to time, furnish to Axis Bank, the specimen signatures of its authorised representatives who are authorised to execute/endorse Instruments and receive or collect Instruments and provide instructions to Axis Bank on behalf of the Client. The Client shall, from time to time, provide Axis Bank the IP addresses of the transaction Initiators who are authorized to send/receive the transaction files on behalf of the Client.

4. Communication

The Client agrees that Axis Bank may send information including data, statements and reports to the Client relating to the Facility via electronic mail to an address designated by the Client for that purpose in the application. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. Axis Bank may need to share, store or transmit information about Client or any of the Account(s), within Axis Bank or with any agent or third party used by Axis Bank for the purpose of providing the Services. Any such sharing, storage or transmission of such information will be done on a confidential basis and Axis Bank will endeavour to maintain strict confidentiality of such information unless: (a) otherwise required by any applicable law, regulation or request of any public, regulatory or judicial authority; or (b) where disclosure is required for the purposes of preventing crime; or (c) Axis Bank deems disclosure necessary to provide Services. Axis Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption and delay in delivery or any pecuniary loss. Axis Bank shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, Instruction, information or message, or (b) the transmission or delivery of any such data, Instruction, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, Instruction, information or message.

5. Transfers Limited to Available Funds

Axis Bank is under no obligation to comply with any payment instruction or to make any fund transfer that would exceed the available funds in/available limit on the Account(s) designated for such payment instruction. However, if Axis Bank executes the payment instruction(s) without properly applicable funds being available in the Account, the Client shall be bound to pay to Axis Bank, principal amount together with interest and other charges payable to Axis Bank.

6. Representations and Warranties

- i. Client hereby represents and warrants that these T & Cs have been duly executed and delivered by the duly authorised representative(s) of the Client and constitutes a legal, valid and binding obligation on the Client and shall be enforceable against the Client in accordance with its terms.
- ii. The Client shall be responsible for complying with all applicable laws and regulations (including guidelines issued by Reserve Bank of India ("RBI") from time to time) in connection with the Facility.
- iii. The Client fully understands, agrees and is satisfied with all the features of services offered including its usage for achieving the purpose for which Client is availing the services.
- iv. Client is solely responsible for the accuracy, completeness and timeliness of instructions in line with that specified by Axis Bank from time to time.
- v. Client is solely responsible for ensuring that the use of services achieves the intended purpose.
- vi. Client shall be bound by any instruction executed by Axis Bank if Axis Bank had executed the instruction(s) in good faith.
- vii. Client hereby authorises Axis Bank to debit the Account and/or exercise right of setoff for any liability incurred by Axis Bank for and due to the execution of any payment instruction issued by the Client to Axis Bank.
- viii. Client will ensure the security procedure established by Axis Bank for the purpose of verifying that the payment order or communication is that of the Client or for detecting error in the transmission for the content of the funds transfer request or communication is adhered. A security procedure may require the use of some codes of algorithms or other codes identifying words or numbers, encryption mode, call back procedures or similar security devices. A security procedure once established shall remain valid until amended by Axis Bank

7. MIS/Reports

Bank may at its sole discretion provide information including data, statements and reports to Client relating to these Facility/Facilities/Services via (a) electronic mail to an address designated by Client or (b) any other electronic method including SMS. Client recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free. The Bank does not accept liability for any delays, errors or omissions and shall bear no liability whatsoever for any direct, indirect or consequential loss arising out of such information being sent over the internet whether caused by Bank or other third parties.



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8. Term and Termination

These T & Cs will continue to be in effect until terminated by either party with at least thirty days prior written notice to the other party. Either party may terminate one or more Services without affecting other Services. These T & Cs shall remain valid until it is replaced by another set of T & Cs or terminated by either party whichever is earlier. If, the Client suffers distress or execution or commits an act of bankruptcy or goes into liquidation or if a Court Receiver is appointed over any part of the Client's business/property, then Axis Bank shall have the right to terminate these T & Cs forthwith. Notwithstanding anything contained to the contrary, any rights, liabilities and obligations arising due to the acts done prior to the date of termination shall continue to be binding on the Client and Axis Bank and the T & Cs shall be valid and binding to that extent.

9. Provision of Services

Cash Management Services may be provided by Axis Bank either directly and/or through a third party. Client agrees that any arrangements made by Axis Bank to facilitate the quick movement of services would be acceptable to them and that they agree to the operational procedure as advised by Axis Bank. Client agrees that Axis Bank may appoint these third party/ies at its sole discretion and without Client's prior approval or knowledge.

10. Fees

The Client agrees to pay service charges including one time setup fee and processing charges to Axis Bank, at agreed frequency as may be agreed between Axis Bank and the Client from time to time, and all statutory dues including GST (including any Cess thereon), Stamp Duty, etc. payable in respect of these T & Cs or any other deeds or documents to be executed in pursuance hereof shall be borne and paid solely by the Client. The Client is obliged to pay stamp duty as may be applicable to this T & Cs and undertakes to pay or reimburse to Axis Bank all such stamp duty as applicable under the respective State Laws. Client hereby expressly provides consent for deduction / adjustment / recovery of applicable amount by Axis Bank before extending the services. In the event of Force Majeure, the Client allows Axis Bank to recover all the applicable charges irrespective the agreed facilities provided under CMS was availed or extended. Charges for the services availed would be auto-debited from the customer's account. In the process of recovery of charges, if the account balance is not sufficient to honour the bill amount, there would be a lien marked to the account to the extent of the outstanding amount and subsequent re-attempts for the recovery would be executed until the bill amount is completely recovered and Bank also reserves the right to recover the charges from the collection proceeds.

11. Right of Set-off

Axis Bank shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Client with Axis Bank, whether held in single name(s) or jointly with any person(s), to the extent of all outstanding dues, whatsoever, arising as a result of or in connection with the Facility.

12. Indemnity

The Client agrees to indemnify, without delay or demur, Axis Bank and its agents and keep Axis Bank and its agent indemnified harmless at all times from and against any and all claims, damages, losses, costs, and expenses (including attorney's fees) which Axis Bank may suffer or incur, directly or indirectly, arising from or in connection with:

- Axis Bank providing the Facility to the Client;
 - Any loss, mishandling or misuse of Instruments;
 - Defect in or absence of title of the Client or the Beneficiary under the Instruments or forgery or alteration of the Instruments;
 - Any Instruments which are returned unpaid or any Instruments which are dishonoured;
 - Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
 - Any error, default, fraud, acts, omission, negligence, misfeasance, malfeasance or misconduct of the Client's employees or any agents;
 - Any claim by any Beneficiary or third party in relation to any Instrument or otherwise;
 - Breach of any obligations, representations, warranties or undertakings by the Client;
 - Any inaccuracy, error or omission of any data, information or message as provided by the Client, or the transmission or delivery of any such data, information or message as provided by the Client; or any payment/s against counterfeit or forged Instruments/ Cash;
 - Any unauthorized modification to the network connection/s used in relation to the Facility;
 - Any Instructions including but not limited to stop payment Instructions issued by the Client;
 - Payments of any Instruments fraudulently en-cashed, including chemically altered/fake Instruments;
 - Any frauds committed due to the Client/its employees/ representatives not adhering to good practices as suggested by Axis Bank, from time to time;
- i. The written demand by Axis Bank as to the loss / damages shall be final, conclusive and binding on the Client and the Client shall be liable to pay on demand, without any contestation / demur the amount of such loss / damage to Axis Bank.
- ii. All indemnities given by the Client to Axis Bank shall survive the termination of the Facility.

13. Limitation of Liability

Notwithstanding anything contained contrary herein or elsewhere, Axis Bank shall have no liability to the Client or any other person for any consequential, compensatory, special or other damages, including without limitation damages for lost profits or loss or damages from subsequent wrongful dishonour caused by any error, act, delay or omission by Axis Bank, even if Axis Bank has been advised of the possibility of such damages.

14. Force Majeure

Axis Bank will not be responsible for non-performance or delay in the performance of one or more Services that is caused by circumstances beyond its control. Circumstances beyond Axis Bank's control include, but are not limited to, fires, casualty, breakdown in equipment, communication line or systems failure, power failure, lockout, strike, unavoidable accident, act of God, pandemic like situations, terrorism or threat of terrorism, riot, war or other enactment, issuance or operation of any adverse governmental law, ruling, regulation, investigation, order or decree, or emergency that prevents Axis Bank from operating normally.



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15. Notices

Except where specifically provided for, any notice, demand or other communication under these T&Cs, except where it expressly permits otherwise, shall be in writing addressed to the Client at the last address notified to Axis Bank in writing or at the registered office or corporate office address of the Client known to Axis Bank, and addressed to Axis Bank at its India office or such other address as Axis Bank may notify to the Client for this purpose. Any such notice, demand or other communication may be delivered by post, by facsimile transmission and/or any form of electronic mode and shall be deemed to have been delivered to the Client on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission and to Axis Bank, on the day of actual receipt.

16. Change of Terms

Axis Bank may modify, terminate and/or suspend the Services including the present T&Cs to the Client anytime with or without prior notice, due to changes in rules, regulations and laws set by relevant tax authorities/regulators or due to change in Axis Bank's internal policies. Any change in these T&Cs due to the above reasons shall become applicable upon notice to the Client which Axis Bank shall endeavour to give by email or by displaying the amended Terms and Conditions on its Website or in any manner, it may deem fit. Continuance by the Client to avail the Facility after amendment of the terms and conditions shall be deemed to be acceptance by the Client of the amended terms and conditions.

17. Cancellation of Instruction

In case the Client requests Axis Bank to cancel or modify any payment instructions for whatever reason after submission of the payment instructions to Axis Bank, Axis Bank will make reasonable efforts to comply with the Client's request. However, Axis Bank shall not be liable for any failure to cancel or modify the payment instructions, if such is received at a time or under circumstances that renders Axis Bank unable to comply with the Client's request.

18. Assignment

The Client shall not assign any of the rights or duties under these T&Cs to any person/entity without Axis Bank's prior written consent.

19. Severability

If any provision(s) of these T&Cs shall be held to be illegal or unenforceable, the validity of the remaining portions of these T&Cs shall not be affected.

20. Waiver

Failure on Axis Bank's part to insist upon performance of any of the T&Cs, to exercise any right or privilege conferred in these T&Cs, or to demand any penalties resulting from any breach of any of these T&Cs shall not be construed as waiving any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

21. Advertising Or Publicity

The Client shall at no time use or associate the name or marks of Axis Bank with its own name or refer to Axis Bank in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of Axis Bank.

22. Governing Law

These T&Cs shall be governed by the laws of India and each of the parties hereto hereby submits to the exclusive jurisdiction of the courts at Mumbai.

23. Miscellaneous

- i. The Client and Axis Bank shall continue to be the owner of its/their respective trademarks, copyrights and all other proprietary rights and neither shall use any trade mark, logo or copyright of the other party without permission in writing of the party who owns such proprietary rights.
- ii. These terms and conditions override and supersede all prior writings and oral understandings between the Parties hereto and accordingly in the event of any contradiction between any earlier writings and / or understandings and these terms and conditions, the provisions contained in these terms and conditions shall prevail. It is expressly agreed by and between the Parties that all further additional documents and / or writings that may be executed shall be deemed to be a part and parcel of these terms and conditions and the same shall in no way be treated as a substitution or amendment unless expressly so provided and mutually agreed upon.

Full Name of Partner/Director

Date

D	D	M	M	Y	Y	Y	Y
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