

## Terms & Conditions - Axis Mobile Application

These terms and conditions ("Terms") form an Agreement between the Customer 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 Customer Rights Policy
- AXIS BANK Saving Account terms & conditions
- AXIS BANK Net Banking terms & conditions
- Axis BANK Helpdesk & Grievance redressal policy terms and conditions
- AXIS BANK Customer Compensation Policy of the Bank terms & conditions
- AXIS BANK Code of Bank's Commitment terms & conditions
- AXIS BANK Schedule of Charges - Details of the charges, wherever applicable, shall be clearly disclosed in the Schedule of Charges
- AXIS BANK Customer Protection Policy - Limiting Liability of Customers in Unauthorised Electronic Banking Transactions

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.

### Definition:

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.

**"Customer 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 Customer 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 endeavor to provide to the customer 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 customer 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 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 customer will be asked to set mPIN and the Customer is at liberty to change the m-PIN as many number of times as possible at his risk and consequences. The Customer 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 Customer.

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

In accordance with applicable RBI guidelines, I acknowledge that decision to access the Axis Mobile app rests solely with me and I may further modify or withdraw my consent at any time through the Bank's designated consent management system available on Axis bank's official website.

I understand that If I do not access the Axis Mobile app for a continuous period of 365 days, my existing consent to use the app will be revoked without any further notice. I agree that I will be required to provide fresh consent to regain access to the app thereafter.

The Bank may communicate with the Customer through SMS, email or other electronic means on the mobile number or email address registered with the Bank.

#### **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
- 9. Cashback
  - a. Wednesday Delight
  - b. Dining Delight
  - c. Ecomm shopping
  - d. Offers
  - e. Instant vouchers
- 10. Edge reward
  - a. Redemption of reward points
  - b. Travel edge
  - c. eVouchers
  - d. Reward store
- 11. Wearables
  - a. Wear and pay
- 12. Fastag
  - a. Load balance
  - b. Apply for Fastag
- 13. Billpay
  - a. Automatic Payment of bills using Autopay
  - b. Bill generating alert and reminders
  - c. 20k+ leading billers across 20+ categories
- 14. 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
- 15. 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 Request money
  - e. Process Pending requests
  - f. Manage UPI (Generate QR code, manage accounts, Manage UPI number and check complaint status)
  - g. Check UPI transaction details
  - h. Check account balance for UPI linked accounts
  - i. Raise dispute on UPI transactions
- 16. Cardless cash
  - a. Withdraw cash from ATM/merchant without using debit card

17. Personalization
  - a. Providing customers with relevant events and nudges details.
18. 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
19. Loans:
  - a. Interest Certificate
  - b. Pay Overdue
  - c. Loan Details
  - d. Late Charges
  - e. Part Payment
20. Lockers:
  - a. Booking
  - b. Change Standing Instructions
  - c. View Booking History
21. Mutual Funds:
22. Transaction based:
  - a. Lumpsum (New and Existing Investor)
    - i. Redemption
    - ii. Switch
    - iii. SIP
    - iv. STP (Systematic Transfer Plan)
    - v. SWP (Systematic Withdrawal Plan)
    - vi. Stop SIP
    - vii. 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
23. Digital Gold
  - a. Lumpsum Buy
  - b. SIP Buy (Buy in rupees/ grams)
  - c. Sell gold
  - d. Delivery
  - e. View Order History
24. Public Provident Fund
  - a. Lumpsum (one time investment)
  - b. SIP Module

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

**Liability of the Customer:**

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:

- a. Not advising the Bank about unauthorized access to or erroneous transactions in the Mobile Banking accounts.
- b. 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 customer 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 customer only.

The customer 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 customer 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 Customer 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 customer 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 customer takes a conscious call in giving permission to Mobile Banking to use the finger print and Face authentication feature of the device. The customer is aware that any fingerprint 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 customer adding his/her fingerprint to the device and transacting on Mobile Banking. The customer 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 customer takes a conscious call-in giving permission to following:

- Location: To display the ATMs/Branches and Offers near you. To collect and use your geographic location to prevent fraud. Your location data will be used to ensure the security of your transactions.
- 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. To read messages containing banking-related keywords (e.g., transaction alerts, one-time passwords) for the purpose of ensuring transaction accuracy, preventing fraud, and improving customer support. We do not store or share any personal messages. Initial consent once provided will govern data capture; this preference can be updated at any time via the control centre. SMS data from the time of device activation will be securely captured to detect and prevent fraudulent activities.
- App Usage Data: To enhance your experience and offer personalized services, we may collect data on how you interact with our app and other apps on your device, including language. This data will help us prevent fraud and ensure optimal app performance while maintaining strict privacy standards.
- The bank shall not be held liable for any loss suffered by the customer 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 all 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 all 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.

### **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 are accessible.

## **Definitions**

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

**“Wallet”** or **“Axis Mobile Application”** or **“AXIS MOBILE”** refers to Axis Mobile Application 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 Customer to avail various products and services offered by Axis Bank through this Axis Mobile Application.

**“Account Holder”** shall mean a Customer 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 Customer with Axis Bank, details of which provided by the Customer at the time of Registration or authentication process of Axis Mobile Application and shall also include Axis Saving Account offered by Axis Bank on Axis Mobile Application.

**“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 Customer issued by Axis Bank which is linked to Customer's Mobile Number or issued by any other Bank in India.

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

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

“**Axis Mobile Application**” 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 Axis Mobile Application. 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 Customer during registration to the Axis Mobile Application. In case the Customer 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 Customer.

“**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 Customer voluntarily provided by the Customer and obtained with the consent of Customer by Axis Bank, in relation to the services.

“**Registered Customer**” refers to a customer who has registered for the Axis Mobile Application.

“**Services**” shall mean all the products and services offered by Axis Bank under the Axis Mobile Application, as more specifically mentioned in clause 4 of these Terms.

“**Transaction**” shall mean and includes all the Axis Mobile Application transactions in the Axis Mobile Application.

"**Customer**" 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 Axis Mobile Application and registered with Axis Bank for availing service offered by Axis Bank under the Axis Mobile Application.

"**Website**" shall mean and includes to the website owned, established and maintained by Axis Bank located viz: [www.axis.bank.in](http://www.axis.bank.in) 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 Customer 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;
- c. An "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- d. The singular includes the plural (and vice versa);

## **Eligibility**

- I. The services offered under Axis Mobile Application shall be available to the Customers who are Indian citizen and are above 18 years of age on the date of registration to the Axis Mobile Application, 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, Customer has to first register in Axis Mobile Application with required credentials, then process for which shall be followed by Customer on the Axis Mobile Application itself as per instructions provided therein.
- III. These services shall be made available only to the customer 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 Customer 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 Customer.
- V. Customer by registering for the Axis Mobile Application for availing the Services, the Customer 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 Customer from time to time and the Customer'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 Customer.

## **AXIS MOBILE APPLICATION**

### **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:**

- a. Axis Mobile Application can be used to recharge prepaid mobile. AXIS 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. AXIS is not a warrantor, insurer, or guarantor of the services to be provided by the Telco's.
- b. Recharge made through AXIS may take 3 to 4 working days to get processed. Recharge sold through Axis Mobile Application to customer 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 customer (or the recipient of the Recharge) and the Telco.
- c. Axis Bank and its business partners, reserves the right to charge and recover from the Customer, 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 Axis Mobile Application.

### **Bill Pay**

- "Bill Pay" features allows customer to pay bills pertaining to services of Mobile, Landline, DTH, Data Card, Electricity, Gas and Insurance.
- If customer has given standing instructions for payment of a Bill, it will be customer's responsibility to ensure that there is sufficient balance in source account/wallet 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 Customer, 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 Axis Mobile Application.
- Depending upon the Axis Bank business partner and biller/s through whom the Services are availed by customer (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 customer 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 customer's Bank refuses or delays honoring 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 affected for any reason, customer will be intimated about the failed payment accordingly.

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

Axis Bank in its sole discretion can limit transactions customer will be allowed to carry out through the Axis Mobile Application 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 customer will not be allowed to carry out transaction through the AXIS 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 Axis Mobile 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 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 Axis Mobile Application 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 Customer 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 Axis Mobile Application and to share the Account information with any third parties for the purpose of accepting/executing such requests of the Customer.

### **Authorization**

- The Customer 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 Axis Mobile Application.
- The Customer irrevocably and unconditionally authorizes Axis Bank to access his Account, and the Personal details registered while authentication of Axis Mobile Application for availing the service including effecting Banking or other transactions of the customer through the services.
- The Customer 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 Axis Mobile Application to the Customer.
- The authority to record the Customer's details and transaction details is hereby expressly granted by the Customer 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 Customer authorizes Axis Bank to send any message or make calls to his mobile phone Number or display banners or any other communication on Axis Mobile Application 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 Customer.
- The Customer 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 Customer and shall not be proceeded against accordingly.
- The Customer authorizes Axis Bank to send any rejection message or to reject any transaction/request, if it finds that the request sent by the Customer 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 Customers personal information is kept confidential. Axis Bank however shall not be responsible for any divulgence or leakage of confidential Customer information by the Customer.
- The Customer expressly authorizes Axis Bank to carry out all request(s) or Transaction(s) for and/or at the request of the Customer as are available to the Customer through use of Social Connect on Axis Mobile Application without the Bank having to verify the authenticity of any request or Transaction purporting to have been received from the Customer through Axis Mobile Application.
- Axis Bank shall have the option to introduce any new services through these services at any time in future and the Customer shall be deemed to have expressly authorized Axis Bank to register the Customer for such new services.

#### **Liabilities and Responsibilities of the Customer**

1. The Customer shall be responsible for the accuracy of any information provided by the Customer for availing the services.
2. The Customer shall be solely responsible for recharge, bill payment and any other services through availed Axis Mobile Application.
3. The Customer availing services under Axis Mobile Application 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 Customer shall be liable and responsible in case of any discrepancy found in the information provided by him for availing services offered through the Axis Mobile Application.
5. If, the Customer suspects that, there is an error in the information supplied by Axis Bank, he shall inform the Bank immediately. Axis Bank will endeavor 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 Customer 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 Customer shall be solely responsible for protecting his Mobile Phone and MPIN for the use of the said services.
8. The Customer 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 Axis Mobile Application or any fraudulent or erroneous instruction given and any financial charges thus incurred, which shall be payable by the Customer only.
9. The Customer accepts that for the purposes of the said services any Transaction emanating from the Mobile Phone Number registered by Customer by use of valid MPIN, shall be assumed to have initiated by the Customer at his sole discretion.
10. It is the sole responsibility of the Customer 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 Customer 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 Customer 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 Customer.
12. The Customer 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 Axis Mobile Application.
13. The Customer shall agree that by use of these services, Customer shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on Customer in the same manner as if the Customer 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 customers who are Indian citizen and are above 18 years of age on the date of registration to the Axis Mobile Application.
2. Customer shall register himself for using the Axis Mobile Application 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 Customer for the services offered under the Axis Mobile Application.

4. These Services will be provided by Axis Bank at the request of the Customer and based on the instructions received from Customer.
5. The Customer irrevocably and unconditionally authorizes Axis Bank to debit his account/s with the Bank registered for availing the services.
6. Customer agrees and confirms that, for the purpose of availing said services:
  - a. Any details provided by customer would be stored at Axis Bank server database.
  - b. Customer shall adhere to the limit set Axis Bank for all the services under Axis Mobile Application.
7. For the purpose of availing these services, Customer shall take all necessary precautions to prevent unauthorized and illegal use of Axis Mobile Application and services offered through the services.
8. The Customer 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 Customer shall be responsible for any and all the fund transferred to beneficiaries at their request or received by customer using the Axis Mobile Application.
10. The Customer 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 Axis Mobile Application or misuse of MPIN/ OTP/Passcode/password or any other breach of security regarding the services, of which he has knowledge.
11. The Customer shall not, while using the Axis Mobile Application, upload, download, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, 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 Customer 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 Axis Mobile Application.
14. The Customer shall not to use/access the Axis Mobile Application and/or services offered through the same in any manner other than as authorized by Axis Bank. In case the Customer uses the Axis Mobile Application 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
15. The Customer 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 Customer 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 Customer 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 Customer acknowledges that, the services offered by Axis Bank under the Axis Mobile Application 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 Customer, 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 Customer 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 Axis Mobile Application could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may be possible that the said Axis Mobile Application/ server of Axis Bank may require maintenance and during such time it may not be possible to process the request/transaction of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. Customer 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 honor any Customer instruction for whatsoever reason.
  - f. Axis Bank shall not be held responsible for any loss or damage incurred by the Customer due to his/her ignorance of the fact about the services offered by Axis Bank through Axis Mobile Application.
19. The Customer agrees that Axis Bank shall assume no responsibility with respect to:
- a. Transactions carried out under the service in good faith relying on Customer'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 Customer 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. Customer acknowledges and agrees 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 be liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that Customer may suffer. The risk in this

- regard is entirely on the Customer.
- e. Unauthorized access of any third party to the information/instructions given by customer to third party using said services.
  - f. For any direct, indirect or consequential damages occurred to Customer 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 Customer due to disclosure of all information of confidential nature
20. The Customer agrees that charges if any for the services offered by Axis Bank under Axis Mobile Application 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 customer.
  21. The Customer agrees that, if his bank account is closed/ blocked pursuant using the services, for any reason whatsoever, customer shall settle the issue directly with his Bank and shall not hold Axis Bank any way responsible for the same.
  22. The Customer shall remain responsible for any and all the transactions made through the Axis Mobile Application. Axis Bank may withdraw or terminate any or all the services anytime or in case of breach of terms by customer without a prior notice; or if Axis Bank learns of demise, bankruptcy or lack of legal capacity of the Customer or for any reason whatsoever.
  23. The Customer 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 Axis Mobile Application.
  24. The Customer 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 Customer 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 Customers 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 Axis Mobile Application, directly or through its associates or contracted service providers on its behalf.
  26. In accordance with prevailing NPCI guidelines, any UPI ID that remains inactive for a continuous period of 365 days or more may be subject to deactivation without any further notice.

### **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 Customer and/or any other information given by the Customer 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 Axis Mobile Application. Further, Axis bank shall be entitled at any time to disclose any and all Personal information concerning the Customer 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 Customer 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 Axis Mobile Application or by any other means.
- The Customer 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 Customer

Only and thus agrees to furnish accurate information at all times to Axis Bank. If the Customer 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 Customer and the Customer shall not have any claim against Axis bank in an event of any loss/damage suffered by the Customer 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 Axis Mobile Application, either wholly or in part, at any time without giving prior notice to the Customer. 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 Customer will automatically terminate the Services.
- Axis Bank may suspend or terminate Services without prior notice if the Customer has breached these terms and conditions or Axis Bank learns of the death, bankruptcy or lack of legal capacity of the Customer.
- 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 Customer.

### **Disclaimers**

Axis bank shall be absolved of any liability in case:

The Customer 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 Customer or any other person due to any lapse in the services owing to the above- mentioned reasons.

The Customer is acting in good faith on any transaction instructions received by Axis bank; There is any unauthorized use of the Customer'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 Customer'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 Axis Mobile Application 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 Customer 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 Customer 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 Customer 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 Customer, 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 Customer for any dispute between the Customer 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 customer due to use of the services by any other person with an express or implied permission of the Customer. 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 Customer's instructions.

Axis bank shall not be held liable for any loss suffered by the customer 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 Axis Mobile Application 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 Axis Mobile Application will be treated as an unauthorized use and violation of this Terms and Conditions Document.

### **Modification / Alterations to Axis Mobile Application 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 Customer. Any such amendment shall be communicated to the Customer by displaying on the website <http://www.axis.bank.in>; and the Customer shall be bound by such amended terms and conditions.

### **Communication**

Axis Bank and the Customer may give notice under these terms and conditions electronically to the mailbox of the Customer (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 Customer 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 Customers of the Services, on the website <http://www.axis.bank.in> and/ or also by means the customized messages and notifications sent to the Customer 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 customers of the services. Such notices will be deemed to have been served individually to each Customer. *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 Customer and/or access by the Customer 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.

### **Force Majeure**

Notwithstanding any provisions to the contrary contained herein, the Bank shall not in any event be held liable for any failure or delay to fulfill its obligations under this agreement if such failure is due to causes arising from or related to any Act of God, flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine, fire, explosion, riots or civil disturbance, war (whether declared or undeclared), act of public enmity, terrorist act, military action, lockdown declared by government or regulatory order/notification, other action of government/other Authorities, court order, or industry-wide/ region-wide/ nation-wide strike, lockout, work-to-rule action, go slow or similar labor action, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical

breakdown, computer/network failure or failure of any money transmission or payment gateway or core banking system, technical snags, or any other circumstances beyond the Bank's reasonable control ("Force Majeure Event"). Bank may in its sole discretion continue with the Services or suspend or terminate the Services during Force Majeure Event.

### Indemnity

- In consideration of Axis Bank agreeing to provide the Services and access to the Axis Mobile Application and/or services to the Customer, the Customer shall, at his own expense, hereby irrevocably agrees, to indemnify, defend and hold harmless Axis Bank, its affiliates, subsidiaries and their respective employees, directors, advisors, agents, consultants, successors, representatives, and/or assigns (hereinafter referred to as "the Indemnified"), from time to time as the case may be, and at all times fully and without limit against all direct and/or indirect (including third party) claims, costs, damages, demands, suits, proceedings, actions, expenses, fines, losses, liabilities, compensation, penalties and/or prosecution including attorney's cost/ expenses of any nature whatsoever ("Losses"), threatened, accrued, incurred or suffered by the Indemnified directly or indirectly arising out of or in connection with the use of the services and any and all transactions initiated by the use of the Axis Mobile Application services and/or whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise which transactions, the Customer hereby acknowledges, the Indemnified has processed on the Customer's transaction instructions and authority of the Customer in accordance with these terms and conditions and other applicable specific terms and conditions, as the case may be. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding partial withdrawal of the services.
- The Customer hereby agrees to pay the Indemnified on demand such amount as may be solely determined by Indemnified to be sufficient to indemnify it against any such Losses even though they may not have arisen or are contingent in nature.

### Risks

By using the Axis Mobile Application, the Customer acknowledges and understands the inherent risks associated with digital and mobile banking services. While Axis Bank endeavors to provide robust security measures, the Customer agrees that the Bank cannot guarantee absolute security due to factors beyond its control. The Customer expressly agrees and acknowledges the following potential risks:

1. **Unauthorized Access:** Unauthorized access may occur if the Customer's credentials, including mPIN, passwords, or mobile device security settings, are compromised. The Customer agrees that maintaining the confidentiality of these credentials is their sole responsibility.
2. **Loss or Theft of Mobile Device:** Loss or theft of the Customer's mobile phone can expose sensitive banking data, increasing the risk of unauthorized transactions. It is the Customer's responsibility to promptly inform Axis Bank in such circumstances to block access to their account.
3. **Cyber-attacks:** The Customer acknowledges that mobile banking services are susceptible to cyber threats, including hacking, malware, ransomware, and viruses, which could potentially compromise personal and financial information.
4. **Phishing and Social Engineering Attacks:** Customers may be targeted through phishing emails, fraudulent websites, calls, messages, or other deceptive methods to extract sensitive banking credentials. The Customer should remain vigilant and cautious, refraining from responding to suspicious requests.

5. **Malware Attacks:** Installation of malicious software (malware) on mobile devices can lead to unauthorized access to personal data, login credentials, and transactional details. Customers must ensure their devices are protected with reliable security software and refrain from downloading applications from untrusted sources.
6. **Processing Errors:** Due to system glitches, software bugs, or human input errors, processing inaccuracies may arise, including but not limited to transaction failures. The customer expressly agrees that Axis Bank shall not be responsible for any such errors or losses unless caused by gross negligence or willful misconduct by the bank.
7. **Transactional Risks:** Transactions executed via mobile banking may sometimes face delays, failures, or inaccuracies due to technical issues, network failures, server downtime, or transaction processing errors. Axis Bank shall not be held liable for losses arising out of such transactional disruptions beyond its reasonable control.
8. **Security Breach:** Despite the deployment of robust cybersecurity infrastructure, there remains a residual risk of unauthorized intrusions, hacking attempts, or data breaches. Customers acknowledge that Axis Bank shall not be held liable for any losses or damages resulting security breaches that are beyond the Bank's reasonable control.
9. **Data Breaches:** The Customer understands that data breaches may occur despite reasonable efforts by Axis Bank. Such breaches may expose sensitive personal and financial information, posing risks of identity theft, financial fraud, and privacy invasion.
10. **Third-party Service Providers:** Axis Bank may employ third-party service providers for certain services. The Customer acknowledges that reliance on third-party providers may carry risks, including failure of services or breach of data security by such third parties. The Bank shall not be liable for any breaches or failures by these third-party entities.
11. **Service Unavailability:** From time to time, mobile banking services may be disrupted due to scheduled maintenance, system updates or unforeseen technical issues. Customers understand and accept that Axis Bank shall not be held accountable for any delays, disruptions, or inability to access banking services during such periods on unavailability.
12. **Internet and Telecommunication Risks:** Mobile banking services depend significantly on internet connectivity and telecom services, which are susceptible to interruptions, poor connectivity, network issues, and other infrastructure failures. The Customer acknowledges these risks and agrees that Axis Bank is not responsible for interruptions caused by such factors.
13. **Regulatory and Legal Risks:** Mobile banking is subject to changes in regulatory frameworks, guidelines, and compliance requirements. Changes in law or regulations may impact the functionality, availability, or security standards of mobile banking services.

The customer agrees that Axis Bank shall not be held liable for any direct, indirect, incidental, or consequential losses resulting from these or other risks inherent in the use of Banking services.

#### **Customer Obligations to Mitigate Risks:**

- Regularly update mobile applications and operating systems to the latest versions.
- Enable and maintain robust security measures on mobile devices, including biometric authentication, passwords, and PIN protection.
- Avoid using unsecured public Wi-Fi networks to conduct banking transactions.
- Regularly monitor account statements and transaction alerts for suspicious or unauthorized activity.
- Immediately report any loss, theft, or compromise of mobile devices and/or banking credentials to Axis Bank.

- Exercise caution against responding to unsolicited communications seeking personal or financial information.
- Regularly change passwords and mPIN to maintain security and reduce vulnerability.

#### **Axis Bank's Measures:**

- Axis Bank employs advanced security measures including encryption, firewalls, secure authentication methods, and regular security audits to protect Customer data. Despite these efforts, the Customer acknowledges that complete immunity against risks cannot be ensured.
- The Customer agrees that Axis Bank shall not be held liable for any direct, indirect, consequential, or incidental losses, damages, claims, liabilities, or expenses arising from the risks mentioned above or any other risks inherent in the use of the Axis Mobile Application, except in cases of proven gross negligence or intentional misconduct by the Bank.
- By continuing to use the Axis Mobile Application, the Customer confirms understanding and acceptance of these risks, their obligations, and Axis Bank's limitations of liability.

#### **Safe Banking**

##### **Do's and Don'ts**

- Mobile Banking Bank, RBI or any other such organizations never call, send emails or SMS's asking for your personal or banking information. Do not be a victim of such frauds.
- Do not follow any URL from a message/sender that you are not sure about.
- Do not take help from strangers for using ATM card or handling cash at branch and do not allow them to watch you while transacting.
- Avoid accessing your internet banking account from a cyber cafe/shared computer. If you happen to do so, change your passwords from your own computer.
- Ensure that you have updated correct mobile number with bank to get the transaction alert regularly.

##### **Safe Usage Guidelines**

- Do not give app access to unknown customers.
- Always download the application from secured sources like Play Store and App Store.
- Downloading application from 3rd party or from unknown sources should be avoided.
- While accepting a collection request, care should be taken to ensure that correct recipient has been approved.
- Don't forget to inform the bank about your new mobile number in case your mobile number is changed to ensure that you receive SMS notifications.
- Be cautious while accepting offers such as caller tunes dialer tunes or open/download emails or attachments from known or unknown sources.
- Don't store sensitive information such as Credit Card details, Mobile Banking password, Customer ID etc. on your phone /computer.
- Change your PIN regularly.
- Be cautious while using Bluetooth in public places as someone may access your confidential data/information.
- Don't click on links embedded in emails/social networking sites claiming to be from the bank

## **Risks & Customer Responsibility**

- The Bank shall transmit alerts and account-related information to the Customer's mobile number and/or email address, as furnished by the Customer. It is the sole responsibility of the Customer to ensure that the mobile number and email address provided to the Bank are accurate and kept up to date in the Bank's records.
- The Customer is entirely responsible for safeguarding the security of their mobile device and email account. Any failure on the part of the Customer to maintain the accuracy or security of such contact details, or to inform the Bank of any changes, shall be at the Customer's sole risk and liability. The Customer shall also ensure that their mobile phone and email ID remain active to continue availing the said facility.
- The Customer expressly acknowledges and accepts that the transmission of information via mobile phone and/or email is inherently insecure and subject to certain risks. Notwithstanding such risks, the Customer, for their own convenience and after careful evaluation of such risks, has voluntarily requested and authorised the Bank to act upon instructions or communications received through these channels.
- The Customer undertakes to provide true, complete, and correct information wherever required, and shall remain solely liable for the accuracy of the data submitted to the Bank at all times. The Bank shall not be held responsible for any consequences arising due to erroneous or inaccurate information supplied by the Customer.
- Should the Customer believe that there is an error in the information conveyed by the Bank, the Customer shall promptly notify the Bank. The Bank shall, on a best-effort basis, attempt to rectify the error, if possible.
- The Customer must notify the Bank without delay of any change in the mobile number and/or email address on which they wish to receive alerts or Mobile Banking services.
- All account-related transactions shall continue to be governed by the applicable banking practices, and the prevailing Terms, Conditions, and Rules governing the Customer's Accounts and related Services. Furthermore, the Terms and Conditions relating to Phone Banking and Net Banking services shall, to the extent relevant, apply to the Mobile Banking/Alerts Facility as well.
- Customers may request access to the Mobile Banking/Alerts Facility, subject to eligibility as determined solely by the Bank. The Customer may also specify the type of events which shall trigger alerts, in a manner as may be prescribed or made available by the Bank from time to time. The Bank reserves the absolute right to decline any such application at its discretion and without assigning any reason.

## **Benefits & Features**

### **Pre-login Features**

#### **Recharge**

- Exclusively made for the devices that run on the operating systems viz. IOS and Android, there is a provision brought in for the customers to recharge any contact number selectively from the customer's contact list without actually having to logging in. \Simply pick up a Mobile Number from your mobile's contact list or enter any mobile number you wish to recharge. Enter the recharge amount, confirm with your mPIN and it's done!

## Near Me

The 'Near Me' trend is gaining popularity exponentially. open by Axis Bank reduces the effort in matter of few clicks. That's all! The latest and trending technology of Augmented Reality is already implemented at the back end of the open by Axis Bank App. Augmented Reality in the open by Axis Bank app lets you hunt for dining offers, ATMs, Branches and even properties pre-approved by the bank for home loans (all falling within 5km radius) using the camera on your phone. To use this feature a customer has to:

- Select Near-Me from the bottom menu in the Pre-Login screen
- Make sure the Near Me option is checked in the top left corner
- Now select the Bank's services you are searching for
- Press the Binocular icon on the top left on the screen
- Choose AR View from the options
- This will start the augmented reality feature of the open by Axis Bank

Additionally, you can change the radius of your search and move your phone 360 degrees to see all the locations around you that are providing the services. You can also enable bird's eye view to see all the locations together.

You can search these both by choosing the location or by using the GPS based feature.

Note: You have to enable the Location Services under Privacy Settings on your phone for this feature.

- Dining Delights:
  - Discover new cuisines and flavours in your city with Axis Bank Dining Delights. Simply use your Axis Bank Card at partner restaurants across multiple cities to enjoy a minimum discount of 15%.
- Pay with eDGE rewards:
  - Redeem your eDGE reward points with amazing offers.
- Pre-approved properties:
  - Locate all the properties which have been pre-approved by Axis bank for Home Loan.
- Sunday Brunch:
  - Be it a special occasion or a pleasant start to a lazy Sunday, brunch is a perfect meal for celebration or to unwind after a hectic week. Axis Bank Dining Delights offers 15%\* off on Sunday Brunches at leading restaurants across Mumbai and Delhi. Simply use your Axis Bank Credit or Debit Card at partner restaurants to enjoy the exclusive discounts.

## Property Search

Search for properties, projects, and apply for loans all at one place with property search.

## Offers

Keep a tab on attractive Axis bank offers on the usage of credit card, internet banking, and debit cards across various merchants.

## Apply Now

Apply for any Axis Bank product (savings account, credit cards, and loans) easily by filling up the form

### **Bill Pay**

An addition of bill payment in the pre-login section allows an easy access to selected billers. Pay the bills instantly without having to register the biller. Just enter the category, operator, unique reference ID, and amount and the bill is paid.

### **Scan & Pay**

Pay by scanning the QR codes at merchant outlets and on bills using Bharat QR or Scan UPI QR. No need to carry credit or debit cards or login into internet banking.

### **Post-login Features**

#### **Accounts**

- View your account balance
- View Mini Statement (Last 10 transactions)
- View Detailed Account Statement (up to 90 days)
- Email Account Statement (up to 12 months)
- Personalise Account with Images and Nicknames

#### **Credit Cards**

- View Outstanding Balance
- View Unbilled Transactions
- View Current Statement
- View Past Statements
- Pay Credit Card Bill Instantly
- Schedule Credit Card Bill Payment
- Convert transactions above 2500 to EMI
- E-Statement Activation
- Check for limit increase on your credit cards
- Apply for new credit card
- Block and Replace, Set & Reset PIN and Auto debit payment

#### **UPI**

- Create your unique UPI ID and share with others for transacting
- Link Multiple bank accounts with your UPI ID
- Scan and Pay Money Instantly at your merchant's outlets and stores
- 24\*7 Availability including holidays
- No transaction costs
- Track transacting history
- open by Axis Bank customers can link any bank account on open by Axis Bank UPI option
  - Send Money
  - Request Money
  - View UPI Transaction History
  - Scan & Pay using UPI
  - Generate UPI QR Code
  - Raise UPI Query

#### **Pay Bills**

- Add Billers for regular bill presentment

- View and Pay Bills or directly pay any amount as allowed by the Billers
- Schedule your bills and view them on the calendar (in the app)
- Pay Bills automatically by settling Autopay for a certain threshold limit

**Favorite**

- Set your 10 frequently done transactions as favorite and pay in one click.

**FD/RD**

- Open Fixed Deposit Account and Recurring Deposit Account from the App. Choose deposit amount, deposit period and type of interest payable from the App itself.

**Loans**

- View all the loans availed.
- View the total outstanding loan amount.
- Apply for new loan.
- Request statement.
- ROI History

**Mutual Funds**

- View total investment balance
- Check current value of investments
- Track gain/loss on the investments

**Demat**

- Track your investments from the open by Axis Bank App.
- View the Demat Summary
- Check all the holdings, Demat statement and request for a new DIS book from the Menu.

**Forex Cards**

- Check the Multi and Single currency forex card statements
- Customer can check his/her available balance for all currencies and the transaction history for the cards.
- A customer can Fund and Block the card issued to him/her. A multi-currency card customer can fund the card using any of the 16 currencies (USD, EUR, GBP, SGD, AUD, CAD, SEK, JPY, CHF, AED, SAR, THB, HKD, NZD and ZAR.) for medical, education or other travel related issues.

**Axis Active**

- Buy Axis Active bank for contactless payments with 6 months GOQii Life plan and fitness tracking.
- Get Axis eDGE rewards on meeting fitness goals.

**Rewards Points**

- View and redeem your reward points balance
- Transfer your points to another bank account
- Access the rewards store and directly perform recharges and bookings

**Apply Now**

- Open a new savings bank account (available in select cities)
- Apply for a new credit card, Personal loan, Car loan, Home Loan or Gold Loan

- View all the pre-Approved Offers
- Book a locker at any Axis Bank Branch, subject to availability of locker in the chosen branch
- Pre-Approved Offers

### **Settings**

- View and Modify transaction Limit.
- Change mPin
- De-register open by Axis Bank
- Refresh Account
- Touch ID/Face ID for iOS customers; Fingerprint Biometric for Android customers

### **Services**

- Request for a new cheque book
- View issued cheque status
- Stop issues cheque
- Register email id for e-statement
- Update email id for e-statement
- View recent requests
- Axis Watch (applicable to iOS customers)
- Update Email ID (I)
- Update PAN (I)
- Update Communication Address (I)
- Update Permanent Address (I)
- Confirm KYC Details (I)
- Update Name (I)
- Update Date of Birth (I)
- Update Address through Aadhaar (I)
- Update Employer name (I)
- Link Aadhaar Card (I)
- Submit Form 15G/H (I)
- Transfer Account (I)
- Form 60 (I)
- \*Update Passport (NRIs) (I)
- \*Update Visa (NRIs) (I)
- No objection certificate for loan closure(I)
- Update Aadhaar card
- Activate inoperative account

### **Savings / Current Account**

- Access bank account details
- Update email id registered with SA/CA
- Register for E-Statement
- Request for a new cheque book
- View issued cheque status
- Stop issued cheque
- Check you MMID

- Generate OTP for P2M IMPS transaction
- View recent requests

**Credit Card**

- Apply for Credit card
- Apply for Credit card
- Block and replace card
- Check for limit increase
- Convert unbilled transactions or current bill to EMI
- E-Statement activation
- Instant loan on credit card
- Set/reset credit card pin

**Debit Card**

- Block debit card to prevent any misuse
- Modify ATM and Purchase limit on your debit cards
- Set/reset debit card pin
- Switch on/off the debit card to stop all debit card transactions
- Upgrade debit card

**My Privileges**

- This section is available for Prestige, Priority and Burgundy customers. Here, customers can view the entitlements/offers/privileges specific to their accounts.

**IMPS**

- Immediate Payment Service is a secure and efficient system designed for real-time transactions.

**NEFT**

- National Electronic Fund Transfer system is a widely used system that enables the transfer of funds. NEFT has no minimum or Maximum Limits.

**RTGS**

- Realtime Gross Settlement allows the transfer of large amounts of money instantly and easily in a secure manner. RTGS has a minimum FT amount of INR 2L.

**Stop Payment Instructions**

Once a transaction has been authorized and initiated by the customer, it shall be deemed final, irrevocable, and non-cancellable. The Bank shall not entertain any request for stop payment, reversal, or modification of such transactions under any circumstances. It is the sole responsibility of the customer to ensure the correctness and completeness of all transaction details, including but not limited to the beneficiary's account number, prior to authorization. The Bank shall not be liable for any loss, damage, or consequence arising from errors or inaccuracies in the information provided by the customer.

**Stop Cheques**

The customer initiates a stop cheque request by entering the relevant cheque number through the Bank's digital channel. Upon submission, the status of the cheque is automatically validated in the

system. If the cheque is identified as unused, the stop cheque request is transmitted to the backend system for processing, and a reference number is generated for the transaction.

The stop cheque instruction is effected immediately from the time of successful submission of the request.

### **Stop SIP**

Customers may avail the Stop SIP (Systematic Investment Plan) facility through Axis Bank's Internet Banking ("IB") and Mobile Banking ("MB") platforms, subject to the applicable terms, conditions, product guidelines, and regulatory requirements, as amended from time to time.

The Stop SIP request can be initiated by accessing the relevant SIP section/ investment-related services available within the respective digital banking platform.

Customers may submit a request with OTP Validation to discontinue or stop an active SIP by checking the required SIP details, including but not limited to the scheme name, SIP reference, and/or mandate details, as prompted on the screen.

Upon successful submission, a stop SIP request has been submitted and details forwarded to AMC/RTA for further processing which may take 2-3 working days.

The request shall be processed by the Bank and/or the respective Asset Management Company ("AMC") / relevant intermediary, in accordance with applicable cut-off timelines, verification checks, and governing rules. Successful stoppage of the SIP shall be subject to receipt, validation, and confirmation by the concerned AMC / intermediary.

Axis Bank shall not be liable for any SIP instalment that is processed or debited prior to the successful processing and confirmation of the Stop SIP request. The Bank does not guarantee stoppage of SIP instalments falling within the applicable processing or cut-off period and shall not be responsible for any delays attributable to third-party entities, including AMCs or payment intermediaries.

Axis Bank reserves the right to accept, reject, or cancel any Stop SIP request in accordance with applicable laws, regulations, and internal policies.

## **ANNEXURE "A"**

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

1. The Customer 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 Customer.
2. The Customer hereby agrees and confirms, and further, represents and warrants that, the Customer 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 Customer or any part thereof, to the extent required by Axis Bank for providing the services and/or facilities to the Customer through the Axis Mobile Application.
3. The Customer 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 Customer and Axis Bank shall not claims any right, interest, title over the said owned/licensed Digital Contents.
4. The Customer further represents that, the use of the Digital Contents by Axis Bank including its agents, affiliates and service providers, as authorized by the Customer 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 Customer shall be solely responsible for the use/uploading of the Digital Contents while availing any services using the Axis Mobile Application. However, Axis Bank is allowing the Customer to avail services, at the request of the Customer and Axis Bank shall is not be liable or responsible in any manner, for any use of the Digital Contents by the Customer therein.
6. The Customer agrees and confirms that, any claim or dispute which may arise between the Customer and any third party with regard to the Digital contents used/submitted by the Customer shall be resolved between the Customer 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 Customer 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 Customer on the said Axis Mobile Application, should be free of any spyware, malware, virus, error or any other content which is harmful to the Axis Mobile Application 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 Axis Mobile Application or that might result in transaction fraud through the use of the said Axis Mobile Application.
  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.

## Annexure "B"

Links to policies referenced in the document. Any portion of the Terms and Conditions absent from this document but present in any other document linked below should also form a part of this document.

- AXIS BANK Customer Rights Policy – <https://www.axis.bank.in/docs/default-source/default-document-library/customer-rights-policy.pdf>
- AXIS BANK Saving Account terms & conditions - [https://www.axis.bank.in/docs/default-source/default-document-library/savings-accounts-tnc.pdf?sfvrsn=9a8eb1a3\\_5](https://www.axis.bank.in/docs/default-source/default-document-library/savings-accounts-tnc.pdf?sfvrsn=9a8eb1a3_5)
- AXIS BANK Net Banking terms & conditions - <https://www.axis.bank.in/bank-smart/internet-banking#terms-condition>
- Axis BANK Helpdesk & Grievance redressal policy terms and conditions - [https://www.axis.bank.in/docs/default-source/default-document-library/grievance-redressal/grievance-redressal-policy.pdf?sfvrsn=3866ba1d\\_14](https://www.axis.bank.in/docs/default-source/default-document-library/grievance-redressal/grievance-redressal-policy.pdf?sfvrsn=3866ba1d_14)
- AXIS BANK Customer Compensation Policy of the Bank terms & conditions - [https://www.axis.bank.in/docs/default-source/default-document-library/customer-compensation-policy.pdf?sfvrsn=3d8c439e\\_6](https://www.axis.bank.in/docs/default-source/default-document-library/customer-compensation-policy.pdf?sfvrsn=3d8c439e_6)
- AXIS BANK Code of Bank's Commitment terms & conditions - [https://www.axis.bank.in/docs/default-source/default-document-library/code-of-commitment.pdf?sfvrsn=e16d1812\\_1](https://www.axis.bank.in/docs/default-source/default-document-library/code-of-commitment.pdf?sfvrsn=e16d1812_1)
- AXIS BANK Schedule of Charges - Details of the charges, wherever applicable, shall be clearly disclosed in the Schedule of Charges - <https://www.axis.bank.in/fees-and-charges>
- AXIS BANK Customer Protection Policy - Limiting Liability of Customers in Unauthorised Electronic Banking Transactions- <https://www.axis.bank.in/docs/default-source/default-document-library/customer-protection-policy.pdf>