

Terms and Conditions for AUCB RuPay PaySecure® platform

AUCB RuPay PaySecure authentication service is powered by National Payments Corporation of India (NPCI).

All web-based transactions on cards enabled for this service are guided by the Terms and Conditions ("T&Cs") mentioned herein. Please read these T&Cs carefully before using your electronic payment card

on the RuPay PaySecure solution for online transactions.

Definitions

"Card(s)" shall mean RuPay Debit Cards issued by The Ajara Urban Co-op Bank Ltd., i.e AUCB Card.

"Cardholder" shall mean the owner authorized to perform transaction on the card issued by The Ajara Urban Co-op Bank Ltd,

The words "we", "us" and "our" refer to NPCI / RuPay PaySecure solution / Bank as the case may be. "Registration information/ data" shall mean the information shared by the cardholder during the registration transaction viz. Image, Personalized phrase and PIN.

"Bank" shall mean The Ajara Urban Co-op Bank Ltd, which has issued RuPay ATM Cum Debit Card.

About RuPay PaySecure:

RuPay PaySecure provides you an additional level of security for all online transactions done using your

RuPay cards. Registering your card for RuPay PaySecure involves providing information to NPCI, which is

then used to confirm your identity and Genuineness of the transaction during future online transactions, which use RuPay PaySecure. The platform uses a combination of image & phrase selection and PIN entry to secure your online experience using the card. Your registration information (image, phrase), and other personal information is not shared with the merchant or Bank.

1. ACCEPTANCE OF TERMS

a. Usage of RuPay PaySecure is subject to the T&Cs governing the card transactions as well as Terms and Conditions applicable to the Bank Account. Use of PaySecure abides you to the terms of the solution. The T&Cs can also be viewed on the mentioned URL: www.ajarabank.com. In addition, when using RuPay PaySecure, you will be subject to all guidelines or rules applicable to RuPay cards and PaySecure that may be posted from time to time at the (Bank and/or NPCI) web site.

b. Selection of Image, phrase & PIN entry using RuPay PaySecure, will confirm acceptance of RuPay PaySecure T&Cs and the revised versions, enhancements, modifications of the same.

c. The cardholder is entirely responsible for ensuring secure usage/storage of the PaySecure registration information (image, personalized phrase and PIN). Cardholder is liable for misuse/unwarranted disclosure of sensitive information such as the registration data. NPCI/Bank shall not be responsible for interception/ misuse of PIN/image/phrase using RuPay PaySecure service. NPCI/Bank is not liable if the registration information is misused due to any reason whatsoever and or if the terms and conditions relating to use of this information are not complied with.

2. CUSTOMER OBLIGATIONS

Customer to provide complete, correct, honest and current information as required by RuPay PaySecure in the registration page. If you provide any personal Data that is untrue, inaccurate, not current or incomplete, or if there are reasonable grounds to suspect that the information provided by you is untrue, inaccurate, not current or incomplete, NPCI/Bank reserves the right to suspend, terminate or refuse your current or future use of RuPay PaySecure service.

3. REGISTRATION

a. The cardholder is required to register his/her card to be able to use RuPay PaySecure. Card holder must provide the requested information, to the Bank/NPCI to validate their identity and have authorization for the usage of the Card(s) for Genuineness of the transactions on RuPay PaySecure.

b. RuPay PaySecure reserves the right to disallow the customer from registration/usage of the service in case the information provided by the customer is incorrect/false. The cardholder assures that every information entered in the PaySecure system is true and that they are legally entitled to use the cards that they register on the RuPay PaySecure system.

c. RuPay PaySecure unregistered cards will be disallowed from being used at any online Merchant entities

d. For all queries related to RuPay PaySecure, refer to the following URL: www.ajarabank.com.

e. NPCI/Bank may enhance the security features etc. of the RuPay PaySecure solution from time to time. The T&Cs may be modified for revised features in the future. Acceptance of these T&Cs will abide the cardholder for any future versions of the RuPay PaySecure T & C.

4. AUTHENTICATION

a. During registration in RuPay PaySecure service, you are required to authenticate either through OTP (One Time Password) received on your registered mobile. Along with that, you would be required to select an image & enter a phrase when engaging in an online transaction or

registration/other transaction for which RuPay PaySecure is used. You may be asked to select the image and approve the phrase that you had selected during your registration process before the merchant accepts your Card in payment for the transaction. If you are unable to select the correct image or if the authentication through RuPay PaySecure otherwise fails, the merchant may not accept your RuPay Card for payment for that transaction.

b. You are successfully registered for RuPay PaySecure service only after you successfully complete the entire online transaction for the first time.

c. By registering for RuPay PaySecure, you agree to the use of RuPay PaySecure to evidence your identity, including the authorization of transactions authorized in advance to recur at substantially regular intervals.

d. Certain merchant establishments/ Banks at a later date may provide for any additional authentication in addition to what has been requested for. Cardholder will be required to provide the same accordingly.

5. CONFIDENTIALITY AND SECURITY OF REGISTRATION INFORMATION

Cardholder is liable entirely for maintaining the confidentiality of the registration information viz. image, phrase, PIN and other verification information used on the RuPay PaySecure solution. All activities that occur using the Registration information or other verification information supplied to or established by Cardholder with respect to PaySecure will be the sole responsibility of the cardholder. Cardholder is responsible not to share information which enables access/ usage of RuPay PaySecure to any third party. Customer should immediately notify the bank on 8380057856 or SPCB Branch of any unauthorized use of their RuPay PaySecure verification information, or any other breach of security. The cardholder agrees that NPCI/Bank will not be liable for any loss or damage arising from failure of Cardholder to comply with these T&Cs.

6. CONFIDENTIALITY OF CUSTOMER INFORMATION

a. Cardholder Registration information will not be shared with any online merchant establishments for which RuPay PaySecure is used.

b. Cardholder agrees to permit the Bank/NPCI to store the Registration information in their databases and are permitted to disclose it if required to do so by Applicable Law, in good faith believing that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce these T&Cs.

7. CARDHOLDER RESPONSIBILITIES

**As a RuPay PaySecure user, the cardholder acknowledges and agrees to the following:
The cardholder will -**

- Ensure confidentiality of PIN and not reveal it to any third party.

- Keep the image & phrase confidential and not share with any third party
- Keep the OTP , internet banking login credentials used during registration process, totally confidential and not reveal it to any third party
- Ensure the phrase entered during registration must not be related to any readily accessible personal data such as name, address, telephone number, driver license, etc.
- Ensure the Image, Phrase & PIN should not be written or stored physically or in soft form.

The same should be memorized

- Take necessary precautions to ensure that the computer device or other device accessing RuPay PaySecure during transactions is guarded from all unauthorized access. The cardholder will NEVER-
- access RuPay PaySecure with false/fake id or attempt impersonation of any kind;
- hamper the functioning of the RuPay PaySecure module in any manner of hardware or software malfunction by use of software viruses or any other programs or applications;
- intentionally overload the RuPay PaySecure platform to hamper the service;
- infringe upon the Intellectual Property rights of the PaySecure solution by attempting to recreate or re-engineer the solution or any part of it or the software used in connection with RuPay PaySecure;
- remove any copyright, trademark, or other proprietary rights notices contained in RuPay PaySecure;
- re-create or use any part of the RuPay PaySecure service without Bank/NPCI's prior written authorization;
- attempt to data mine, unlawfully obtain information specific to the RuPay PaySecure solution using any application, or other manual or automatic device or in any way and re-engineer or duplicate the user experience similar to PaySecure service;
- interfere with the functioning of PaySecure or its associated hardware/ software by any means; or
- fail adherence to any applicable governing law, regulation, guidelines or any Terms and Conditions advised by Bank/NPCI in connection with use of RuPay PaySecure.

8. Rules of Liability

a. NPCI/Bank has no liability for cardholder's internet access device or password obtaining device (Such as computer or mobile phones etc.) or proper functioning of its hardware or software before, during or after the use of RuPay PaySecure.

b. NPCI/Bank will in its best efforts make the web service secure from all aspects possible. However, NPCI/Bank will not take liability for any viruses or unlawful downloads that the cardholder's system may be exposed to while he accesses the internet for using RuPay PaySecure.

c. NPCI/Bank does not take liability of failed transactions which are incomplete due to any

reason.

9. MERCHANTS

The RuPay PaySecure solution merely offers card holders an additional level of security for their card transactions on their online merchants. RuPay PaySecure by no means intends to endorse any Merchant over others. Additionally, NPCI/Bank does not guarantee the cardholder experience with the merchant in terms of delivery of product, quality etc. NPCI/Bank does not validate the Merchant's services or offering.

Cardholder's interaction with the merchant is independent of governance of RuPay PaySecure rules. Merchant's terms of business with the cardholder with regard to service/ product quality, delivery, payment, guarantees / warranties, promotions, discounts etc. is an understanding between the cardholder and merchant alone even if the customer used RuPay PaySecure for authorizing the transaction. In no event will NPCI/Bank be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

10. Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuses, hacking and other actions which could affect use of RuPay PaySecure. Whilst the Bank and/or NPCI shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect the use of the RuPay PaySecure. You shall separately evaluate all risks arising out of the same.

11. Operational Issues :

Every effort is made to keep the website up and running smoothly. However, NPCI/Bank takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to operational issues beyond control of NPCI/Bank.

12. NPCI/Bank Indemnity:

NPCI/Bank should be indemnified against all losses and damages that may be caused as a consequence of breach of any of the RuPay PaySecure T&Cs.

13. Discontinuation of RuPay PaySecure:

NPCI/Bank reserves the right to discontinue the above service at any time whatsoever

14. Liability:

Due to the nature of the service, under no circumstances Bank will not be liable / responsible for any consequential, incidental, special or indirect losses or other damages, such as any damage to

you data, software, computer telecommunications or other equipments or telephone service resulting from your use of “RuPay PaySecure Solution” unless such loss or damage is directly and solely caused by our negligence default.

We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from this website.

We cannot be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of The Surat People’s Co-op Bank’s RuPay PaySecure Solution, whether within or outside our control.

The Bank will not be liable if a transaction on the net that does not materialize or is delayed or is incomplete.

15. Disclaimer or Warranties:

You expressly understand and agree that any software obtained through the use of “RuPay PaySecure” Solution is downloaded and used at your own discretion and risk and that except as otherwise provided in this T & C Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through “RuPay PaySecure” Solution.

Except as otherwise required by any applicable state law, we make no representations or warranties about “RuPay PaySecure” solution of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose.

We give no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and non-infringement.

In no event will we be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages.

16. Age and Responsibility:

You represent that you are of sufficient legal age to use “RuPay PaySecure” solution and to create binding legal obligations for any liability you may incur as a result of the use of “RuPay PaySecure” Solution. Except as otherwise provided by Applicable Law or in our Debit Card member Agreement with you or Terms and Conditions applicable to the Account, you understand that you are financially responsible for all uses of RuPay PaySecure Solution by you and those authorized and those authorized by you to use your Registration Data, your password or other verification information.

17. MISCELLANEOUS:

a. Password:

You agree and acknowledge to:

- Keep the password totally confidential and not reveal it to any third party.
- Choose a password which shall be sufficiently long and shall consist of a mix of alphabets numbers and special character which must not relate to any readily accessible personal data such as your name, address, telephone number, driver license, etc. or easily guessable combination of letters and numbers.
- Commit the Password to memory and not record it in a written or electronic form, and
- Not let any unauthorized person have access to your computer or leave the computer unattended while accessing the Net for making / using the RuPay PaySecure Solution.

b. Misuse of Password:

You acknowledge that if any third person obtains access to your Password, such third person would be able to carry out transaction via the “RuPay PaySecure” Solution or make and use of “RuPay PaySecure” Solution. You shall ensure that the terms and conditions applicable to the use of the password as contained in the T & C are complied with at all times.

c. Internet Frauds:

The Internet per se is susceptible to a number of frauds, misuses, hacking and other actions which could affect making / use of “RuPay PaySecure” Solution. Whilst the Bank shall aim to provide security to prevent the same there cannot be any guarantee from such internet frauds. Hacking and other actions which could affect the making and use of the “RuPay PaySecure” Solution. You shall separately / evolve / evaluate all risks arising out of the same.

d. Technology Risks:

Virus or other malicious, destructive or corrupting code, program of macro could affect the technology for the “RuPay PaySecure” Solution offered by the Bank. It may also be possible that the site of the Bank require maintenance and during such time it may not be possible to process the request of the Customers. This could results in delays in the processing of instruction or failure in the processing of instructions and other such failures and inability by the Bank to honor any customer instruction.

e. Limits:

You are aware that the Bank may from time to time impose a maximum limits on the “RuPay PaySecure” Solution. You realize, accept and agree that the same is to reduce the risks on you. For instance, the Bank may impose transaction restrictions within particular periods or amount restriction within a particular period or even limit on each transaction. You shall be bound by such limits imposed and shall strictly comply with them.

f. Indemnity:

The Card member shall indemnify and hold The Ajara Urban Co-op Bank Ltd, including its Officers, employees and agents, indemnified against all losses and expenses on full indemnity basis which The Ajara Urban Co-op Bank Ltd, may incur , sustain, suffer or is likely to suffer in

connection with the execution of the Card members instructions and against all actions, claims, demands, proceedings, losses, damages, cost, charges and expenses as a consequences or by reason of providing the Service. You shall indemnify the Bank for and against all losses and damages that may be caused as a consequences of breach of any of the “RuPay PaySecure” Solution Terms and Conditions and the terms and conditions mentioned herein above under.

g. Withdrawal of Facility:

The Bank shall be entitled to withdraw the above service at any time whatsoever.

h. Charges:

You hereby agree to bear the charges as may be stipulated by the Bank from time to time availing of these services. You hereby authorized the Bank to recover all charges related to “RuPay PaySecure” Solution as determined by the Bank from time to time by debiting your accounts.

i. Communications:

Communications from us are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to us, (where sent by post) 48 hours after posting if the address is in India and seven days after posting if the address is outside India or (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile or telex number or email address last notified in writing by you to us. Communications sent by you or us are deemed to be delivered to us on the day of actual receipt.

j. Severability:

If any court or administrative body of competent jurisdiction to be illegal, void or unenforceable holds any part of these Terms, such determination will not impair the enforceability of the remaining parts of this agreement.

k. Waiver:

A waiver by us of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.

- A failure, delay or indulgence by us in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by us does not preclude further exercise of that power or right or the exercise of any other power or right.
- Our rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by Law.

l. Governing Law and Jurisdiction:

The service and these Terms are governed by and must be construed in accordance with the laws of India. All disputes, if any, arising out of or in connection with, or as a result of these terms and Conditions or otherwise relating hereto, shall be subject to the exclusive jurisdiction of the competent courts / tribunal in Kolhapur only.

m. Others:

In case the customer has used part amount for a transaction, the balance will get credited back to the customers account approximately within 30 days from the date of transaction if the same is not claimed by RuPay / Merchant establishment.