# INERNET BANKING APP TERMS OF SERVICE FOR INDIA RESIDENTS

Last Updated: 18 MAY 2023

#### 1. Introduction

App licable Terms. Thank you for using AURIONPRO Pay. For purposes of the Combined AURIONPRO Mobile Banking App Terms (defined below), "AURIONPRO Pay" is a service that is provided to users resident in India by AURIONPRO India Digital Services Private Limited with registered office at Unit No. 603, Sigma IT Park, Plot No. R-203, R-204 T.T.C. Industrial Estate, Thane - Belapur Rd, Sector 8, Rabale, Navi Mumbai, Maharashtra 400701 ("AURIONPRO"), and was previously named Tez. By accessing, downloading or using AURIONPRO Pay, you agree to comply with and be bound by the following:

- 1. the AURIONPRO Terms of Service (the "Universal Terms");
- 2. this AURIONPRO Mobile Banking App Terms of Service for India Residents (the "AURIONPRO Mobile Banking App Terms");
- 3. the AURIONPRO Privacy Policy (the "Privacy Policy").
- 4. <u>the AURIONPRO Mobile Banking App Policies</u> (the "AURIONPRO Mobile Banking App Policies"); and
- 5. <u>AURIONPRO Mobile Banking App Offer Terms of Services</u> ("General AURIONPRO Mobile Banking App Offers Terms")

These five documents are collectively referred to herein as the "Combined AURIONPRO Mobile Banking App Terms."

Please read each of these Combined AURIONPRO Mobile Banking App Terms carefully, starting with the Universal Terms as they contain important information about your legal rights, remedies and obligations. These Combined AURIONPRO Mobile Banking App Terms constitute a legally binding agreement between you and AURIONPRO governing your access to and use of the AURIONPRO Mobile Banking App (as herein defined). If you do not understand these documents or do not accept any part of them, then you should not use the AURIONPRO Mobile Banking App . You understand that services may be offered incrementally on AURIONPRO Pay, and that these Combined AURIONPRO Mobile Banking App Terms may be App licable accordingly.

**Use of AURIONPRO Group Companies**. You also understand and hereby agree that AURIONPRO reserves the right to use the services of its Group Companies (as herein defined) to provide any of the AURIONPRO Mobile Banking App to you, on behalf of AURIONPRO.

You further understand and agree that AURIONPRO reserves the right to update any of these Combined AURIONPRO Mobile Banking App Terms from time to time. You must ensure that you keep yourself up-to-date and read the Combined AURIONPRO Mobile Banking App Terms at close intervals. If there is any conflict between these AURIONPRO Mobile Banking App Terms and the Universal Terms, these AURIONPRO Mobile Banking App Terms will prevail.

By accepting the Combined AURIONPRO Mobile Banking App Terms, you represent and warrant the following:

- You are 18 years of age or older;
- You are capable of entering into a legally binding agreement; and
- You are not barred or otherwise legally prohibited from accessing or using AURIONPRO Mobile Banking App under the laws of India.

**Third Party Terms and Conditions** . AURIONPRO may facilitate provision of third party products or services to you within AURIONPRO Pay. In order to use these third party products or services, you may need to accept additional terms and conditions and meet additional requirements.

#### 2. Definitions

Definitions App earing in this AURIONPRO Mobile Banking App Terms:

"App licable Law" means all App licable laws, rules, regulations, guidelines, statutory or government notifications including Reserve Bank of India regulations and Payment Participant Rules.

"BBPOU" means Bharat Bill Payment Operating Unit operating under the App licable Bharat Bill Payment System regulatory framework.

"Biller" means a biller, including Prepaid Service Providers supported by AURIONPRO Mobile Banking App for Bill Payment Services either through a biller aggregator or a BBPOU, to whom a User can initiate bill payment on AURIONPRO Pay.

"Bill Payment Services" means the facility provided to Users on AURIONPRO Mobile Banking App to view bills or pre-paid plans and make payments to Billers and receive other ancillary services.

"Credit Card" means any credit card offered by a Credit Institution to You as per Your agreement with the Credit Institution.

"Credit Card Services" means the AURIONPRO Mobile Banking App for App lication and management of Credit Cards, and related offers and services offered by Credit Institutions to You.

"Credit Institutions" means banks, non-banking financial institutions and other credit providers that have the requisite permissions from the App licable regulatory authorities to provide advances and loans to users.

"Customer's Bank" means the bank where the User maintains his/her Funding Account and has linked that Funding Account for the purpose of debiting/crediting the Payment Transactions through UPI.

- "Funding Account" means a credit card, bank account (through debit card or netbanking), BHIM UPI account or pre-paid payment instrument (such as cash card or e-wallet) that is registered or used by the User to fund Payment Transactions.
- "GAP" shall mean the Gold Accumulation Plan provided by MMTC.
- "Gold Account" means an account on AURIONPRO Mobile Banking App which has been linked to the GAP.
- "Gold" means the gold in your GAP account.
- "AURIONPRO **Account** " means the account you create with AURIONPRO or Group Companies for the use of AURIONPRO Mobile Banking App and other AURIONPRO services, as defined in the Universal Terms.
- "AURIONPRO **Group Companies**" or "**Group Companies**" means AURIONPRO's parent, its subsidiaries and associate companies, and the parent's ultimate holding company and its direct or indirect subsidiaries, including their associate companies.
- "AURIONPRO **Mobile Banking App Service (s)**" or "**Service (s)**" means the Payment Transaction facilitation services, Bill Payment Services and other services provided by AURIONPRO through AURIONPRO Mobile Banking App App or other platforms.
- "Loan Facility" means the loans and advances offered by a Credit Institution to You as per Your agreement with the Credit Institution.
- "Loan Facility Services" means the AURIONPRO Mobile Banking App for facilitation of Loan Facility from Credit Institutions to You.
- "Merchant" means a person or entity who/which (i) avails the AURIONPRO Mobile Banking App for Business Program; or (ii) provides AURIONPRO Mobile Banking App as a payment option to its customers through a Payment Participant; or (iii) uses AURIONPRO Mobile Banking App to collect payments from its customers for goods and services purchased from a merchant either offline or through any online platforms.
- "MMTC" shall mean MMTC-PAMP, a company providing GAP through AURIONPRO Pay.
- "NPCI" means the National Payments Corporation of India, that is an authorized payments system operator by the Reserve Bank of India, which owns and operates UPI.
- "P2P Service" means the AURIONPRO Mobile Banking App for facilitating P2P payment transactions.
- "P2P Payment" or "Peer to Peer Payment" means a payment initiated by a User using the P 2P Service that debits (or charges) a Funding Account of the User (i.e. Sender) and makes the funds available in the Payment Instrument designated by the Recipient.

"Payment Instrument" means, including but not limited to, a credit card, debit card, bank account, or prepaid payment instrument, including e-wallets and gift cards issued under App licable Law, that is eligible for use by a User to fund Payment Transactions or a Recipient to receive payments.

"Payments System" shall have the meaning ascribed to it under the provisions of Applicable Law.

"Payment Participants" shall mean all the parties involved in the payment system including but not limited to payment/bill aggregators, Payments System Providers, acquiring banks, partner banks, the issuer of the Sender's Funding Account, the issuer bank of the Recipient bank account, the issuer of the Payment Instruments, card associations, NPCI, Reserve Bank of India, etc.

"Payment Service Provider" or "PSP" is a banking company that is a payment participant, authorized to act as a "Payment Service Provider" under the UPI framework, and engages the TPAP to provide UPI services to the users.

"Payments System Providers" means banks, financial institutions, card associations, and other payment system providers (as defined under the Payment and Settlement Systems Act, 2007), with whom AURIONPRO has entered into an arrangement to facilitate Payment Transactions (as defined below) using Payments System Provider Services.

"Payments System Provider Services" means payment gateway system/interface/services provided to route payment instructions to Payments Participants for (i) Card Transactions, (ii) BHIM UPI based Transactions; (iii) net banking, (iv) prepaid payment instrument; and provide authentication and authorization from issuers, card associations, NPCI and/or other third party clearinghouses; and/or (v) provide settlement facilities in respect of payment instructions initiated by the User.

"Recipient" means a User, Merchant, Biller or third party who receives a payment from the Sender.

"Sender" means a User who uses the AURIONPRO Mobile Banking App to send a payment to a Recipient.

"TPAPs" means Us, a Third Party App lication Provider (TPAP) who provides AURIONPRO Pay, a UPI compliant App lication to Users to facilitate UPI based payment transactions.

"Transaction" or "Payment Transaction" means (i) the payment request made by the User for sending or receiving payments; and (ii) the payment instructions provided by the Sender for debit of his/her Funding Account.

"UPI" means the Unified Payment Interface.

"**UPI Transaction Data**" means the individual UPI transaction data i.e. data in clear text format.

"**User**" means a person who registers for AURIONPRO Mobile Banking App Service(s) including UPI payment facility to send or receive payments.

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"We", "we" or "us" means

AURIONPRO. "You", "you", or "your"
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means a User.

# 3. Scope of AURIONPRO Mobile Banking App

AURIONPRO Mobile Banking App ("AURIONPRO Pay" or "AURIONPRO Mobile Banking App App") is a payment solution App lication which facilitates AURIONPRO Mobile Banking App Service . Through AURIONPRO Pay, you may send payments to service providers , Users , Merchants, Billers or third parties using any Payment Instruments accepted through AURIONPRO Pay. You may also receive payments from other Users or third parties in the Payment Instrument you designated in AURIONPRO Mobile Banking App to receive funds. In addition, AURIONPRO Mobile Banking App allows you to communicate with or receive communications, offers and services from other Users, service providers, Banks, Merchants and Billers. In relation to UPI Payment Transactions, AURIONPRO Mobile Banking App is a TPAP authorised by NPCI to facilitate Payment Transactions through HDFC Bank, Axis Bank, ICICI Bank and State Bank of India. We are a service provider and participate in UPI through PSP Banks. We are bound by tripartite agreements entered with NPCI and each of our the sponsor PSP's - HDFC Bank, ICICI Bank, Axis Bank and State Bank of India. For the exact roles and responsibilities of AURIONPRO Pay, PSP and NPCI in a UPI Payment Transaction, please refer here. For the avoidance of doubt, in relation to UPI Transactions, you are subject to that PSP's terms and conditions.

AURIONPRO Mobile Banking App may facilitate provision of third party products or services to you within AURIONPRO Pay. These third party products or services are offered by parties other than AURIONPRO , and are subject to third party terms . You may need to accept additional terms and conditions and meet additional requirements to use these third party services . You should only transact with a third party product or service that you trust . AURIONPRO will not be responsible or liable to you for any loss incurred by you as a result of your interaction with a third party product or service on AURIONPRO Pay.

**Mechanics of Payment Transaction**. The Payment Transactions or any communication / offers carried out through AURIONPRO Mobile Banking App are solely between the Sender and Recipient of the payment. AURIONPRO Mobile Banking App creates a link between the Sender, the Recipient and the respective Payments System Providers to facilitate sending and/or receiving payments using Payments System Provider Services. Once a Payment Transaction has been authenticated , authorised and processed through the Payments System Provider Services:

- (i) the payment may be settled directly with the Recipient by the respective Payments Participants; or
- (ii) in certain scenarios, we may act as an intermediary and receive funds pertaining to the Payment Transaction on behalf of the Recipient . In such scenarios , AURIONPRO would operate purely as the Recipient 's payment collection agent for the limited purpose of accepting funds from Users.

## AURIONPRO's Role in Payment Transactions. You understand and agree to the

following: • AURIONPRO is only a facilitator of Payment Transactions.

• AURIONPRO is not a party to these Payment

Transactions. • AURIONPRO is not a Payments System Provider.

- AURIONPRO may, in certain scenarios, act as an intermediary and operate as a
  payment collection agent for the limited purpose of receiving funds on behalf of the
  Recipient.
- AURIONPRO is not and will not be responsible for any aspect of the products or services you purchase.
- AURIONPRO is not and will not be responsible for any communications made by you or any communication or offers made to you through AURIONPRO Pay.
- AURIONPRO is not a party to and will not be responsible for any disputes, chargebacks or reversals arising pursuant to Payment Transactions.
- AURIONPRO is not responsible for any act of Users, including, non-completion of a Transaction
- . •The facilitation of a Transaction does not guarantee that the Sender has sufficient funds available in the Funding Account he or she used, that the Transaction will be authorized or processed, or that the Transaction will not later result in a chargeback or other reversal.
- AURIONPRO is neither acting as a trustee nor acting in a fiduciary capacity with respect to any Payment Transaction.
- AURIONPRO does not determine, advise or in any manner control the commercial terms of the Payment Transaction, including the price of products and services offered for sale.

**Disclaimer of AURIONPRO's Liability**. AURIONPRO is not responsible for any aspect of the products or services you purchase or for any communications or offers made to you. AURIONPRO 's role as a payment collection agent for the Recipient will not make AURIONPRO liable or responsible for breach of representations and warranties, non-provision of after-sales or warranty services or fraud vis-a-vis the products and/or services sold by a Merchant.

Bill Payment Services. AURIONPRO Mobile Banking App facilitates bill payment services that allow You to view Your bills or eligible pre-paid plans and make payments to Billers through the AURIONPRO Mobile Banking App App. You understand that the Bill Payment Services provided through AURIONPRO Mobile Banking App are either provided (i) by a Bharat Bill Payment Operating Unit ("BBPOU") under the Bharat Bill Payment System ("BBPS") infrastructure, where the Biller is registered with NPCI to participate within BBPS; or (ii) by a Biller aggregator with whom AURIONPRO has entered into a contractual arrangement. You further understand that AURIONPRO Mobile Banking App only facilitates bill presentment and bill payment and is either (i) an agent of the BBPOU in accordance with App licable Law, where the Biller is registered with NPCI for BBPS; or (ii) a bill payment facilitator.

Credit Card Services. AURIONPRO Mobile Banking App provides a technology platform for display of Credit Card offers from Credit Institutions to You. You understand and agree that the terms of any such Credit Card shall be governed by the terms of the agreements executed between You and the Credit Institution for such Credit Card. AURIONPRO is not a party to such agreements and has no role and does not make any representations , warranties or guarantees of App roval or decline of the Card App lication, which shall be at the sole discretion of the Credit Institution issuing the Credit Card. AURIONPRO's role vis-avis such Credit Cards shall be limited to providing technology services related to Credit Cards

effered by Credit Institutions and

collaborating with Credit Institutions to provide services and offers related to Credit Cards that may be uniquely available to AURIONPRO Mobile Banking App users (e.g., Axis Bank ACE Card, which is issued by Axis Bank and marketed in collaboration with AURIONPRO).

**Loan Facility Services**. AURIONPRO Mobile Banking App provides a technology platform for display of Loan Facility offers from Credit Institutions to You. You understand and agree that the terms of such Loan Facility shall be governed by the loan agreements executed between You and the Credit Institution . AURIONPRO is not a party to such loan agreements and AURIONPRO 's role in such transactions shall be limited to that of an intermediary technology platform.

**AURIONPRO Mobile Banking App Gold Services**. AURIONPRO Mobile Banking App provides a technology platform to MMTC - PAMP ("**MMTC**") to offer Gold for sale, delivery and repurchase and other related services by MMTC to the Customers. You agree and acknowledge that the terms and conditions available at <u>MMTC Terms</u> govern your GAP. AURIONPRO will have no liability to You in relation to Your GAP.

Business Pages. AURIONPRO Mobile Banking App lets you publish and operate your Business Page on AURIONPRO Pay. The Business Page could feature a catalog of the available items or services to provide information about your business and list some of your products and services. You can share a URL to this page with anyone in your network. By sharing your Business Page, you understand and agree that your profile picture and name will be shared and available publicly. Using Business Pages, you will be able to sell goods and services for up to INR 50,000 per month, using P2P Payments, unless otherwise permitted by AURIONPRO and in compliance with App licable Law. AURIONPRO will not be a party to your transactions with a buyer of your goods or services and does not take any responsibility for the goods or services sold. AURIONPRO does not exercise any control or oversight over catalogue, inventory, pricing, logistics, warehouse management, delivery or fulfillment. You will be solely responsible for managing your Business Page, its content and transactions. AURIONPRO's role would merely be that of a technology service provider to you, assisting you with setting up your Business Page. Any real-time communication regarding the product or service under Business Pages would be between you and the buyer, with no AURIONPRO interference. AURIONPRO does not provide any customer support for Business Pages or assist in tracking status of a transaction. AURIONPRO makes no warranty and shall bear no obligation on the quality of the products, services or information obtained by a user on Business Pages, or that such products or services will meet the user's expectations . You will be responsible towards your customers for any complaints or disputes that they have, and AURIONPRO shall not be responsible for any customer grievance on Business Pages. In case you are unwilling or unable to meet the terms of service for this feature, you must delete your Business Page at any point using the management options provided in the App.

## 4. Your Use of AURIONPRO Pay

Age Restrictions. You must be 18 years of age or older, in order to use AURIONPRO Pay. If you allow anyone to use your AURIONPRO Account on AURIONPRO Pay, including individuals under 18 years of age, you will be responsible for ensuring that such individuals comply with the Combined AURIONPRO Mobile Banking App Terms. You will be responsible for all actions these individuals take in and/or through your AURIONPRO Account on AURIONPRO Pay.

**Territorial Restrictions**. To use AURIONPRO Pay, you will need to be physically located in India when registering or linking your AURIONPRO Account on AURIONPRO Pay, have an Indian bank account and an Indian mobile number. The AURIONPRO Mobile Banking App App should not be used outside of India.

**Basic Use Requirements**. You will need a mobile, internet or any other supported device ("**Device**") that meets certain system and compatibility requirements, which may change from time to time to use AURIONPRO Pay. Your ability to use AURIONPRO Mobile Banking App and the performance of AURIONPRO Mobile Banking App App may be affected by these factors. You agree that you are responsible for such requirements, including any App licable changes, updates, fees and all other terms provided under your agreement with your mobile device and telecommunications provider. AURIONPRO will not be responsible for any lapse of security or failed Transactions due to your internet or Device service provider.

**Updates**. You may need to install updates to your AURIONPRO Mobile Banking App App or related AURIONPRO software that AURIONPRO introduces from time to time to access, use, or continue to use AURIONPRO Mobile Banking App . Your AURIONPRO Mobile Banking App App may communicate with AURIONPRO servers from time to time to check for available updates to AURIONPRO Pay, such as bug fixes, patches, enhanced functions, missing plugins and new versions (collectively, "**Updates**"). Your use of AURIONPRO Mobile Banking App requires that you have agreed to receive such automatically requested Updates. If you do not agree to such automatically requested and received Updates, then please do not use the AURIONPRO Mobile Banking App App . Notwithstanding the foregoing, AURIONPRO may update the AURIONPRO Mobile Banking App App to a new version of such App , irrespective of any update settings that you may have selected within the AURIONPRO Mobile Banking App App or your device, if AURIONPRO determines that the update will fix a critical security vulnerability related to the AURIONPRO Mobile Banking App App

5. Setting Up AURIONPRO Mobile Banking App

You must have a AURIONPRO Account to use AURIONPRO Pay. If you do not already have a AURIONPRO Account, you can register for one on AURIONPRO Pay. When you login to your AURIONPRO Account on AURIONPRO Pay, your AURIONPRO Mobile Banking App will be activated, subject to you accepting these Combined AURIONPRO Mobile Banking App Terms . If you disable your AURIONPRO account, all related accounts, including your AURIONPRO Mobile Banking App account will be suspended. You can seek restoration of the AURIONPRO Account , which will also restore your access to your AURIONPRO Mobile Banking App Account. It is possible that as a result of disabling the AURIONPRO Account by you, some account specific data may be lost or purged and may not be retrievable . You agree and accept that AURIONPRO is not responsible for the loss of data or any other damage suffered by you as a result of the closure of the AURIONPRO account by you and its subsequent restoration.

During the login/registration process or anytime thereafter, you may be asked to provide information such as your name, phone number, Payment Instrument information (including, but not limited to, your bank name and bank account number, credit card/debit card details, if App licable), date of birth, and/or other registration information. We may verify your registration information with a Payment Participant, service provider, and/or Third Party

Provider , as defined below . In some cases , we may ask you to send us additional information /documentation or to answer additional questions (before or after your AURIONPRO Account on AURIONPRO Mobile Banking App has been activated) to help us verify your identity or the accuracy of the information you provided. The provision and use of such data is subject to the AURIONPRO Privacy Policy, as described more fully in Section 18 below. We may deny your use of the AURIONPRO Mobile Banking App , if we are unable to verify that the accuracy or completeness of the information and documentation you provided or we determine that you are not eligible to use AURIONPRO Pay, pursuant to the Combined AURIONPRO Mobile Banking App Terms or the Payment Participant Rules.

Setting up BHIM UPI Services. If you desire to use BHIM UPI to send or receive payments, you may use AURIONPRO Mobile Banking App to register with a BHIM UPI Payments System Provider partnered with AURIONPRO and create your BHIM UPI user credentials, such as your BHIM UPI ID (virtual payment address) and/or BHIM UPI PIN (MPIN) linked. Once you have registered for BHIM UPI services, you can send payments from your bank account or receive payments into your bank account using BHIM UPI through AURIONPRO Pay.

Setting up a Virtual Account Number. You may also use AURIONPRO Mobile Banking App to make Payment Transactions using a bank-issued virtual account number representing a credit or debit card you register with AURIONPRO Pay, transit passes, and digital wallets or accounts that you have with companies other than AURIONPRO (each a "Virtual Account Number"). Virtual Account Numbers may be used: (i) at participating merchant locations, using a QR code through your AURIONPRO Mobile Banking App App that resides on your mobile device, or (ii) online through certain merchant App s, or (iii) on your AURIONPRO Mobile Banking App App for processing bill payments or other merchant Payment Transactions . AURIONPRO Mobile Banking App does not store the actual number of the underlying debit card or credit card and only saves the Virtual Account Number.

After you have begun to add a Virtual Account Number to AURIONPRO Pay, AURIONPRO Mobile Banking App will check whether the payment method is eligible. If your payment method's issuer supports AURIONPRO Mobile Banking App and your payment method is eligible, when adding it you may see a screen asking you to accept the issuer's terms and conditions. Once you have done so and successfully added the payment method, AURIONPRO Mobile Banking App will store a Virtual Account Number representing your payment method's actual card number or other identifier with your AURIONPRO Account for use with AURIONPRO Pay.

Except where AURIONPRO or its affiliate is the issuer, neither AURIONPRO nor its affiliates are a party to your payment methods' user agreement, privacy policy, or other terms of use. Nothing in these Combined AURIONPRO Mobile Banking App Terms modifies any such issuer terms. In the event of any inconsistency between these Combined AURIONPRO Mobile Banking App Terms and your issuer's terms or privacy policy, these Combined AURIONPRO Mobile Banking App Terms will govern the relationship between you and AURIONPRO with respect to AURIONPRO Pay, and your issuer's terms will govern the relationship between you and the issuer. AURIONPRO does not make any representation or verify that any of your payment methods is in good standing or that the issuer of your payment method will authorize or App rove any transaction with a merchant or transit provider when you use AURIONPRO Mobile Banking App for that transaction.

Except where AURIONPRO or its affiliate is the issuer, neither AURIONPRO nor its affiliates are involved in issuing credit or determining eligibility for credit, nor do they exercise control over: the availability or accuracy of payment methods or funds; the provisioning (or addition ) of payment methods to AURIONPRO Pay, or addition of funds to payment method balances . Your Issuer provides services to register or deregister your Virtual Account Number for specific uses and to set and modify Payment Transaction limits . For any concerns relating to the foregoing, please contact your payment method's issuer.

Setting up Bill Payment Services. To use the Bill Payment Services, You may be required to provide us with your bill account information for Billers with whom You would like to make payments (such as your customer account number, registered phone number or customer ID) and any other information necessary for us to access Your account and bill/plan details with such Billers ("Bill Payment Account Information"). By using the Bill Payment Services, You expressly authorize AURIONPRO Mobile Banking App to access, use and store Your Bill Payment Account Information and bill details on an ongoing basis, on Your behalf for the purpose of providing Bill Payment Services to You.

If you use the Bill Payment Services to provide Bill Payment Account Information, to fetch bill details, or make payments on behalf of a third party, including for mobile recharges/top ups, it is your responsibility to ensure that you have the consent of such third party. You agree that you have all necessary rights and permissions to allow AURIONPRO Mobile Banking App to use third party Bill Payment Account Information on an ongoing basis and access the bill details from the respective Biller, on behalf of the third party for the purpose of AURIONPRO Mobile Banking App providing Bill Payment Services. You agree that as between AURIONPRO Mobile Banking App and you, any claim raised by the third party will solely lie against you.

**Accuracy of Information** . You understand and agree that you are responsible for the accuracy of the information you provide for fetching a bill and/or making a payment request , including the Bill Payment Account Information and the amount of the Transaction.

**Setting up of Gold Account**. To set up your Gold Account, You must complete (i) 2 factor authentication as may be required by AURIONPRO; and (ii) comply with the registration process prompted by AURIONPRO on AURIONPRO Pay; and (iii) comply with the KYC requirements as may be mandated by App licable Law.

By using AURIONPRO Pay, You confirm that Your Gold Account is being set-up in Your own name and You do not have more than one Gold Account in Your name.

For cumulative lifetime purchases of Rs. 50,000 (Indian Rupee Fifty Thousand) or above or in case of initiating any transfers for Rs. 50,000 (Indian Rupee Fifty Thousand) or above, You will be required to provide a copy of Your PAN Card. In such case, You confirm and acknowledge that You have provided a true copy of Your PAN Card and it has not been forged or tampered. You acknowledge that any obligation to pay taxes on cashback amounts is fully your responsibility.

You authorize AURIONPRO to make such enquiries as they may feel necessary to satisfy itself about the validity of Your identity. You undertake to update AURIONPRO in case of change of Your existing information or verification documents provided by You.

AURIONPRO will ask You for details of a nominee at the time of setting up Your Gold Account. In case of Your demise, the nominee, subject to providing valid documentation, will be allowed to claim the Gold in Your Gold Account.

# 6. Payment Participants and Third Party Providers

**Communications with Payment Participants**. By electing to use AURIONPRO Pay, you authorize AURIONPRO to communicate with Payment Participants or any Third Party Provider or service provider to provide or obtain any information, including your personal information, for the purpose of processing Transaction or providing AURIONPRO Mobile Banking App or for risk management and fraud assessment purposes. You understand that AURIONPRO may also share any message that you send other Users, Merchants, Billers, at the time of requesting or making a Payment Transaction with the Payment Participants as may be required by and in accordance with App licable Laws.

Compliance with Payment Participants' Rules. As you will be using Payment Participants' services to process your payment instructions, you consent and agree to comply with the rules, guidelines, directions, instructions, requests, etc. issued by the respective Payment Participants from time to time ("Payment Participant Rules"). You acknowledge and agree that You are responsible for keeping yourself up-to-date and complying with all such Payment Participant Rules. If You fail to comply with the obligations imposed on You by AURIONPRO or the Payment Participants, we may suspend or terminate your AURIONPRO Account on AURIONPRO Pay. For the avoidance of doubt, the Payment Participant Rules are between you and the respective Payment Participant . AURIONPRO is not liable for any actions or inactions of such Payment Participants.

**AURIONPRO's Use of Third Party Providers.** In addition, AURIONPRO may have arranged for third party providers to provide products or services to you through AURIONPRO Mobile Banking App ("Third Party Providers"). In order to use these products or services, you may be required to agree to additional terms and conditions from such Third Party Providers, and may be subject to additional requirements of the Third Party Provider. By agreeing to these Combined AURIONPRO Mobile Banking App Terms or continuing to use AURIONPRO Mobile Banking App , you hereby agree to any Third Party Provider terms that App ly to your use of such products and services through AURIONPRO Pay, which may be updated from time to time. For the avoidance of doubt, the Third Party Provider terms are between you and the App licable Third Party Provider, not AURIONPRO. AURIONPRO is not liable for any actions or inactions of such Third Party Providers.

## 7. Fees

**Payment Participants or Third-Party Fees**. You may incur access or data fees from the Payment Participants or Third Party Providers in connection with your use of AURIONPRO Pay. You are responsible for all such fees.

**AURIONPRO** Fees . Fees may be App lied to certain Transactions or use of AURIONPRO Mobile Banking App . Prior to completing each Transaction, you will be notified of any fees that may App ly. Fees may be determined by AURIONPRO in its sole discretion and any fees charged will be inclusive of all App licable taxes.

Account Services		
Current Account	SGD	FCY
Monthly Account Balance Fall Below Fee (if monthly average balance falls below Minimum Monthly Average Balance)	Minimum Monthly Average Balance SGD8,000 Fall-Below Fees SGD35	Minimum         Monthly         Average           Balance         AUD1,000         / CAD1,000         /           AUD1,000         / GBP1,000         /           CNH15,000         / NZD1,000         / USD8,000           Fall-Below         Fees           AUD10 / CAD10 / CNH50 / GBP5 / HKD50 / NZD10 / USD35
Monthly Service Charge	NIL	EUR EUR75 per month (if monthly average balances of more than EUR25,000) CHF CHF180 per month (if monthly average balances of more than CHF25,000) JPY JPY5,000 per month (if monthly average balances of more than JPY3,000,000)
Early Account Closure Fee (for accounts closed within 6 months of opening)	SGD40	AUD35 / CAD35 / CHF25 / CNH100 / EUR25 / GBP20 / HKD250 / JPY3,500 / NZD35 / USD35
Cheque Books	SGD25 per book	USD25 per book for USD account
Terms and conditions App ly. Deposits are insured up to S\$75,000 by SDIC. For full disclosure statement, please refer to page 3.		
Conventional/Islamic Current Account	SGD (BusinessGo/BusinessGo-i Account)	SGD (BusinessGo Lite/BusinessGo-i Lite Account)
Minimum Initial Deposit	SGD30,000	NIL
Monthly Account Balance Fall Below Fee	SGD88 (if monthly average balance falls below SGD30,000)	NIL
Cheque Books	First cheque book fee waived Subsequent cheque book requested will be charged at SGD25 per book	Charged at SGD25 per book
Rates (p.a.)	Account Balance: First SGD30,000 - Nil Next SGD970,000 - 0.10% Next SGD1,000,000 - 0.30% Above - 0.05%	NIL

# 8. Transactions using AURIONPRO Mobile Banking App

Limitations on the Use of the AURIONPRO Mobile Banking App Service . We or Payment Participants may establish general practices and limits concerning the use of AURIONPRO Pay. We reserve the right to change, suspend or discontinue any aspect of AURIONPRO Mobile Banking App at any time, including hours of operation or availability of AURIONPRO Mobile Banking App or

any AURIONPRO Mobile Banking App Service feature, without notice and without liability. We also reserve the right to impose limits on certain features or restrict access to parts or all of the service without notice and without liability. We may decline to process any Payment Transaction without prior notice to Sender or Recipient. We also reserve the right to automatically block any communication received by a User from a non-AURIONPRO Mobile Banking App account, including any payment requests, that we deem to be spam or a fraudulent communication.

We do not warrant that the functions contained in AURIONPRO Mobile Banking App will be uninterrupted or error free, and we shall not be responsible for any Service interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Payment Transactions).

**Transaction Limits**. Each Transaction is subject to minimum and maximum Transaction limits that may be set by AURIONPRO , a User, the Payment Participants or as may be prescribed under the provisions of App licable Law. In addition , AURIONPRO and the Payment Participants may also reject/suspend Transactions (in whole or in part) on your AURIONPRO Account on AURIONPRO Mobile Banking App based on their respective policies and assessment.

**Transaction Records**. Records of your Transactions will be reflected in your conversation history and Transaction history in your AURIONPRO Mobile Banking App App. You are responsible for reviewing your Transaction activity to determine if there are any errors or unauthorised Transactions, and for alerting AURIONPRO of such event, in accordance with the Combined AURIONPRO Mobile Banking App Terms.

Transacting with Virtual Account Numbers. When you initiate a Virtual Account Number payment or transit transaction using AURIONPRO Pay, AURIONPRO may pass details of your Virtual Account Number and related information to the transacting party so that it can charge your payment method. A Virtual Account Number transaction may be initiated when you: use tap- and-pay in stores or on transit services using NFC, scan barcodes, or QR codes, or other contactless technology; select "AURIONPRO Pay" or "Buy with AURIONPRO Pay" as a payment option in an online transaction on the third party's website or App; or transact with the Third Party through some other online interface, such as via the AURIONPRO Assistant. When you initiate an online transaction, AURIONPRO Mobile Banking App may also share other information, such as a billing, shipping, or email address saved in your AURIONPRO Account, where relevant to completing the transaction.

After passing the payment method and other details to the third party, AURIONPRO will have no further involvement in the transaction as between you and the third party, and you acknowledge and agree that such transaction is solely between you and the third party and not with AURIONPRO or any of its affiliates. You should contact the third party or your payment method provider (for example, the issuer of your Payment Instrument) directly regarding any issues with Virtual Account Number transactions, including refunds and disputes.

You acknowledge that AURIONPRO Mobile Banking App may receive transaction information, including transaction location information, from your payment method's issuer to display richly formatted transaction details and your recent transaction history in AURIONPRO Pay.

**Permissible Transactions**. You may only use AURIONPRO Mobile Banking App to process a Transaction to make payment for legitimate and bona fide purposes including purchase of goods and services. You may not use AURIONPRO Mobile Banking App Service to process Payment Transactions in connection with the sale or exchange of any illegal goods or services or any other underlying illegal Transaction.

You agree that you will not use the AURIONPRO Mobile Banking App Service to process Transactions that violate the Combined AURIONPRO Mobile Banking App Terms, Payment Participant Rules, App licable Law or other policies or rules App licable to AURIONPRO Mobile Banking App . You should review the AURIONPRO Mobile Banking App Policies to understand the rights and obligations that you may have with respect to your AURIONPRO Mobile Banking App Transactions . The AURIONPRO Mobile Banking App Policies establish the purposes for which AURIONPRO Mobile Banking App may not be used to make or receive payments. Failure to comply with the AURIONPRO Mobile Banking App Policies and the restrictions thereunder may result in rejection of your Transaction or suspension or termination of your use of AURIONPRO Mobile Banking App Service.

If you host Business Pages as part of AURIONPRO Mobile Banking App, you will not use the Business Pages (a) for illegal purposes, or in support of illegal activities; (b) to promote or facilitate an unlawful transaction or the sale or exchange of any unlawful or prohibited products or services; (c) in connection with content or activities that are deceptive or that are prohibited under the AURIONPRO Mobile Banking App Policies, AURIONPRO Mobile Banking App Policies for Businesses or the Play Policy; (d) in any way that suggests that your activity is endorsed by AURIONPRO; (e) in any way that may damage AURIONPRO 's reputation or goodwill; or (f) on in any way that is not compliant with the App licable Law.

AURIONPRO may, at any time, require you to certify the compliance with the above, in writing, and you will provide such written certification together with such supporting documents as may be required by AURIONPRO from time to time.

# 9. Bill Payment on AURIONPRO Pay

**Bill Presentment**. Once you register a Biller on your AURIONPRO Mobile Banking App App, You may be able to view your current and future bill details or eligible recharge plans or statement from that Biller as and when they are available. Ensure that you check your bill details carefully prior to making any payments. In case of any discrepancies, please contact Your Biller.

**Scheduling your Bill Payments**. Payment realisation time will vary depending upon the Biller you select. When AURIONPRO Mobile Banking App receives a payment instruction from you , you authorize us to send instructions to Payments System Providers to debit your Funding Account and remit payment to the said Biller on your behalf. Payments are subject to the policies and procedures of such Billers and Payment Participants. We are not liable for

delays in payment realisation by the Biller; (ii) delay, failure or reversal of Transactions; or (iii) your failure to schedule payment dates in a timely manner. You are responsible for any consequences resulting from late payment including the levy of a late fee charge or any other penalty by such Biller.

**Bill Reminders**. In addition to your own records of bill payment requirements, AURIONPRO Mobile Banking App may also send you reminders to pay your bill. This will help you schedule your bill payments in time.

**Payment History**. You may access information about your bill payment requests through the AURIONPRO Mobile Banking App App . You should always verify and confirm Your bill payment requests against any statements or payment records provided by the Biller.

**Prepaid Recharges**. AURIONPRO Mobile Banking App facilitates the recharge of Your prepaid mobile, data or other accounts. The actual mobile, data or any other service service is provided by the prepaid service providers like telecommunications service provider whose account You hold ("**Prepaid Service Providers**"), or by their distributors and aggregators and not by AURIONPRO Pay. You hereby agree that You will be solely responsible for selecting an App ropriate plan as may be offered by the Prepaid Service Providers, and for compliance with its terms. You understand that the plans provided on AURIONPRO Mobile Banking App are for reference purposes only. The plans may not be up-to-date and may have changed. You must check with your Prepaid Service Provider for the latest plans and details prior to making a transaction.

**Ad-hoc Bill Payments**. You may also choose to enter an ad-hoc amount for bill payment or recharging, however acceptance of it will be solely at the discretion of the Biller. You are responsible for the accuracy of the details entered by You to make a payment or recharge your account. You further agree that AURIONPRO Mobile Banking App will not be liable for any failure on the part of any Biller in effecting a recharge or other bill payment or for any issue related to the quality of service provided by the Biller, and any dispute relating to the same shall be resolved directly between you and the Biller.

**Refunds**. Refund of payment amount for bill payment including mobile recharge or for any payment debited from your account for which the bill payment or recharge is not delivered, will be solely as per the terms or policies of the Biller, and you agree that AURIONPRO Mobile Banking App will not be responsible for the same.

# 10. Loan Facility Services on AURIONPRO Pay

**Loan Facility Offers**. You agree that Credit Institutions may send You offers pertaining to Loan Facilities for which you are eligible. You acknowledge that Your eligibility for the Loan Facility including the terms and quantum of the Loan Facility shall be at the sole discretion of the Credit Institution. AURIONPRO is not responsible for the content of such offer or for the Loan Facility.

**App lying for Loan Facility Services**. To App ly for a Loan Facility offered to you by the Credit Institutions, You are required to accept the offer and fill in a loan App lication provided by the

Credit Institution on AURIONPRO Pay. Depending upon the respective Credit Institution, You may be able to select your preferred Loan Facility Amount and Equated Monthly Instalments ("EMI") plan including its tenure. Further, you may be required to provide certain personal information including but not limited to your name, address, phone number, IP address, the loan amount, tenure and EMI plan selected by You, the purpose of the loan, and such other information that may be required by the Credit Institution.

You are responsible to ensure that your KYC details with the Credit Institutions are current and accurate at the time of App lying for the Loan Services Facility on the AURIONPRO Mobile Banking App App .

You understand that You are availing the Loan Facility Services from your Credit Institution and will be entering into a loan agreement with the Credit Institution for this purpose. AURIONPRO is in no manner involved in or liable for offering or providing you with the Loan Facility, or with the performance of the loan agreement.

**Fees and Charges**. You understand that the Credit Institution may charge you a service fee for instant processing of the Loan Facility and stamp duty charges, which will be specified to you in the loan App lication, and deducted from the Loan Facility amount.

Carefully Review your Loan App lication . You are responsible to ensure that you understand all the terms in the loan agreement and carefully review the same including interest rate, EMI plan and other charges of the Loan Facility prior to completing and submitting the App lication . Please ensure that you review and confirm all Loan Facility Information provided either by You or by the Credit Institution in the course of App lying for the Loan Facility. Please note that the final amounts of EMI, service fees and stamp duty as may be App licable , are determined by the Credit Institution . AURIONPRO will not be responsible for any error or discrepancy that may have been confirmed by you during the App lication process or for the performance of the loan agreement. For any rectification of any discrepancy, you will be required to engage directly with the Credit Institution.

**Loan Facility Presentment**. Once Your App lication is successfully App roved by the Credit Institution, you can view the receipt for the Loan Facility ("**Loan Facility Receipt**") on your AURIONPRO Mobile Banking App App. The Loan Facility Receipt may consist of information such as name, address, the App lication date, Loan Facility amount, the interest rate, tenure, the number of EMIs, fees and charges and such other information as provided or confirmed by You during the loan App lication process. Any discrepancy in the Loan Facility Receipt will have to be addressed with the Credit Institution.

**Disbursement of Loan Facility Amount**. The Loan Facility amount will be directly credited into Your account held with the Credit Institution.

**EMI Payment Reminders** . You agree that Your Credit Institution may send you communications regarding the Loan Facility including reminders to pay Your EMI through the AURIONPRO Mobile Banking App App .

Repayment of Loan Facility Amount. Upon EMI due date, the EMI payment amount will be directly debited by Your Credit Institution from your account held with them. You are responsible for maintaining sufficient funds in your account, and for any penal consequences that result from the performance of the loan agreement or insufficiency of funds to meet the EMI requirements including the levy of interest as per the terms of the loan agreement executed by You with the Credit Institution.

By availing of the Loan Facility Services on AURIONPRO Pay, You expressly authorize AURIONPRO Mobile Banking App to access, use and store Loan Facility transaction information on an ongoing basis, on Your behalf for the purpose of providing you with services on AURIONPRO Pay.

# 11. Credit Card Services on AURIONPRO Pay

You agree that AURIONPRO or the Credit Institutions may send You offers pertaining to Credit Cards and related offers or services for which you are eligible. You acknowledge that Your eligibility for a Credit Card shall be at the sole discretion of the Credit Institution and based on its customary procedures and credit underwriting criteria developed by the Bank and will be subject to App roval or rejection solely at the discretion of the Credit Institution.

App lying for Credit Cards. To App ly for a Credit Card offered to you by a Credit Institution, You are required to submit the App lication provided by the Credit Institution on AURIONPRO Pay. You may be required to provide certain personal information including but not limited to your name, address, phone number, income range, employment information, and such other information that may be required by the Credit Institution . You are responsible to ensure that your KYC details with the Credit Institutions are current and accurate at the time of App lying for a Credit Card on the AURIONPRO Mobile Banking App App .

You understand that You are availing the Credit Card from your Credit Institution and will be entering into an agreement with the Credit Institution for this purpose. AURIONPRO is in no manner involved in or liable for offering or providing you with the Credit Card.

Carefully Review your Credit Card App lication . You are responsible to ensure that you understand all the terms governing your Credit Card under the Credit Card agreement between You and your Credit Institution prior to completing and submitting the App lication . AURIONPRO will not be responsible for any error or discrepancy that may have been confirmed by you during the App lication process and will not be responsible for the provision of the Credit Card or the accuracy of any information related to the Credit Card that is provided by a Credit Institution . For any rectification of any discrepancy related to your Credit Card, or to close or terminate your Credit Card, you will be required to engage directly with the Credit Institution per the terms of Your Credit Card agreement with the Credit Institution.

By availing of the Credit Card Services on AURIONPRO Pay, You expressly authorize AURIONPRO Mobile Banking App to access, use and store your Credit Card transaction information on an ongoing basis, on Your behalf, for the purpose of providing you with services on AURIONPRO Pay, including displaying such transaction information to you, sending you offers pertaining to your Credit Card and related offers or services for which you are eligible, and to assist with fraud analytics and fraud mitigation efforts.

## 12. Gold Account

Limits on holding or Purchase of Gold. AURIONPRO may impose limits on the amount of Gold that is held in your GAP account or the amount you could transact on GPay to accumulate Gold in your GAP account.

**Suspension and Termination of GAP Accounts**. AURIONPRO reserves the right, in our sole and absolute discretion, to (a) suspend access to Your Gold Account; or (b) request MMTC to terminate your GAP Account, without notice and without liability to you or any third party, for any reason, including submission of incorrect KYC details, fraud, violation of these Combined AURIONPRO Mobile Banking App Terms or other policies we may establish from time to time. In such event, AURIONPRO may take any action it deems necessary including crediting Your bank account and having MMTC repurchase Your Gold.

**Hosting Information**. AURIONPRO will display such information on AURIONPRO Pay, from time to time, as may be provided and updated by MMTC in relation to the Gold for general information purposes. AURIONPRO shall neither be liable nor be responsible for the accuracy of such information which is provided by MMTC.

**Payment Transaction**. All Payment Transactions initiated on the Gold Account shall be subject to the Combined AURIONPRO Mobile Banking App Terms. For avoidance of doubt, AURIONPRO will provide the technology integration of the GAP with Your AURIONPRO Account on AURIONPRO Pay. However, all Gold Transactions are conducted between You and MMTC only. AURIONPRO shall neither be responsible nor liable for any losses arising out of or in relation to any Gold Transaction.

**Storage of Information**. By opening a Gold Account on AURIONPRO Pay, You expressly authorize AURIONPRO Mobile Banking App to access, use and store Gold transaction information and other information related to Your Gold Account on an ongoing basis for the purpose of providing you with services on AURIONPRO Pay.

## 13. Communication services

You are able to send messages via AURIONPRO Pay. You are responsible for any communication made by you with other service providers, Users, Merchants, or Billers through AURIONPRO Pay. AURIONPRO merely provides the platform to enable you and other service providers, Users, Merchants or Billers to communicate with each other (Communication Platform) and is not responsible for any conversation between the parties. You must ensure that no illegal, unlawful or unauthorised communication is delivered through AURIONPRO Pay. The content of the communication must comply with these Combined AURIONPRO Mobile Banking App Terms and in particular, the AURIONPRO Mobile Banking App Policies. You agree not to make any offers, promotions or advertisements to other Users directly through the Communication Platform. AURIONPRO reserves the right to suspend or terminate your use of AURIONPRO Mobile Banking App, in whole or in part, in the event of any communication that is not in compliance with the AURIONPRO Mobile Banking App Policies or these Combined AURIONPRO Mobile Banking App Terms. AURIONPRO reserves the right through automated means, to collect, store, use, access your AURIONPRO Mobile Banking App communications for the purposes outlined in Section 16.

## 14. Offers

**AURIONPRO Mobile Banking App Offers.** Your participation in AURIONPRO Mobile Banking App offers is subject to the **General AURIONPRO Mobile Banking App Offers Terms**.

Merchant /Biller Offers . Offers provided to you by Merchants or Billers on AURIONPRO Mobile Banking App are between you and the Merchant or Biller , AURIONPRO is not responsible for the content of such Offers or for the fulfilment of such offers.

## 15. Refunds, Chargebacks, and Disputes

**Refunds and Chargebacks**. Except as set forth in these Combined AURIONPRO Mobile Banking App Terms, all Transactions processed through the AURIONPRO Mobile Banking App are non-refundable to the Sender by AURIONPRO Mobile Banking App and are non-reversible by the Sender through the AURIONPRO Mobile Banking App. You may have additional refund or chargeback rights under your Payment Instrument issuer agreement or under App licable regulations. You should review the statements you receive from the issuer of your Payment Instrument which should reflect all Transactions through the AURIONPRO Mobile Banking App.

In the event that the Sender's Payment Instrument issuer requests a chargeback for a Transaction, AURIONPRO reserves the right to reverse the Transaction amount. AURIONPRO further retains the rights to set-off any chargeback amount from subsequent payments to be transferred to the Recipient.

Disputes. You understand that a payment Transaction is solely between the Sender and the Recipient and AURIONPRO does not provide any guarantees or warranties with respect to any User, Biller, Merchant, third party or any service, good or delivery level commitment provided by such User, Biller, Merchant or third party. Use of AURIONPRO Mobile Banking App in no way represents any endorsement by AURIONPRO of any User, Biller, Merchant or third party. You should ensure that you have undertaken adequate due diligence prior to transferring payments to anyone using AURIONPRO Mobile Banking App. Any dispute is between the Sender and Recipient without making AURIONPRO and/or the Payments System Providers, a party to such disputes. However, in relation to UPI Payment Transactions, we are responsible for facilitating grievances / complaints resolution for Users. We shall be the first point of contact for all UPI Payment Transaction related grievances/complaints for Users. In case the complaint or grievance remains unresolved, the next level for escalation will be the PSP, followed by the Customer's Bank and lastly NPCI. After exercising these options you can App roach the Banking Ombudsman and or the Ombudsman for Digital Complaints, as the case may be.

In addition, if you choose to use your BHIM UPI or Credit Card credentials created through AURIONPRO Mobile Banking App to send payments to a merchant or third party who is not using AURIONPRO Mobile Banking App for the purpose of processing and/or settlement of funds , AURIONPRO 's role will be limited to providing the payment instructions to the Payments System Provider. AURIONPRO will neither be responsible for the processing or settlement of the Transaction nor for any delivery or service fulfilment , provided AURIONPRO may , in certain circumstances , act as a payment collection agent for the Recipient for the limited purpose of

receiving funds on the Recipient's behalf. It is your responsibility to ensure that the correct information has been provided by you or that you have selected the correct Recipient.

AURIONPRO is not obligated to mediate disputes between Senders and Recipients or between the Sender/Recipient and the Payment Participants. However, AURIONPRO will assist Users in communicating with each other regarding a dispute or in sending the User's complaint to the respective Payment Participant, if required under App licable Laws or Payment Participant Rules. In the event of any complaints regarding AURIONPRO Mobile Banking App, please contact AURIONPRO and we will work with you to resolve it, where possible.

Waiver and Release . You agree to release AURIONPRO and Group Companies , and their agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute . You agree that you will not involve AURIONPRO in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Recipient, Sender, advertiser or other third party in connection with the AURIONPRO Mobile Banking App Service. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of AURIONPRO, and Group Companies and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below. However, nothing in these Combined AURIONPRO Mobile Banking App Terms shall constitute a waiver of any rights, claims or defenses that you may have with respect to a Payment Transaction under the respective Payment Participants Rules or App licable Laws.

## 16. Fraud or Unauthorized Use

All Transactions made or instructions provided through Your AURIONPRO Account on AURIONPRO Mobile Banking App shall be deemed to be provided by You. You will be solely responsible for any unauthorised access or use of Your personal or financial information through Your AURIONPRO Account on AURIONPRO Pay. To help prevent unauthorised use of your AURIONPRO Account on AURIONPRO Pay, You should comply with the security measures recommended by AURIONPRO . If you believe your AURIONPRO Account on AURIONPRO Mobile Banking App has been accessed or used in an unauthorised manner, please contact Customer Service immediately.

# 17. Risk Monitoring: Unusual or Suspicious Transactions

We may monitor your Transactions for high-risk practices or for fraudulent transactions. We may also engage Third Party Providers or other service providers to assist in these efforts and other elements of AURIONPRO Mobile Banking App . If we have reason to believe that there is suspicious or unusual activity being carried out through your AURIONPRO Account on AURIONPRO Pay , we may temporarily or permanently suspend your access to AURIONPRO Mobile Banking App

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We and/or the Payment Participants may reject a Transaction and/or settlement of payments for various reasons, including but not limited to risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of prohibited items, use of compromised or blacklisted cards or BHIM UPI accounts, AURIONPRO Accounts on AURIONPRO Pay, chargebacks/complaints or for other reasons as prescribed in the Payment Participant Rules. In the event that a

Transaction is rejected or is unable to be completed, we will either transfer the funds back to the Sender's Funding Account or will handle the funds in accordance with App licable Laws or Payment Participants Rules.

In addition, we may take any such action on a AURIONPRO Account on AURIONPRO Mobile Banking App as may be required by a statutory or governmental authority or as may be mandated by the respective Payment Participant.

## 18. Privacy and Communications

**Privacy** . In addition to other clauses in the Combined AURIONPRO Mobile Banking App Terms, you agree and specifically consent that we may collect, store, and use your personal data and any communications made through AURIONPRO Pay, in accordance with App licable Laws and our Privacy Policy.

AURIONPRO may share your payments related information, including UPI Transaction Data, with Merchants , Banks , Third Party Providers and service providers as required for the purpose of operations, settlement payment processing, and promoting AURIONPRO Mobile Banking App .

Your UPI Transaction Data will not be used for any monetisation purpose (eg. for advertisements) by any entity other than AURIONPRO (in other words, AURIONPRO India Digital Services Private Limited).

If you are a Recipient, you agree and specifically consent that AURIONPRO may store your information including bank account number on AURIONPRO Mobile Banking App for the purpose of sending you payments.

You agree and specifically consent that AURIONPRO may, through automated means, access your AURIONPRO Mobile Banking App navigational, log, and correspondence information / data. This information / data will help us analyze the merchants, markets, technology, operating systems, browsers, devices, locations from/for which our AURIONPRO Mobile Banking App are used. For example, such information and its analysis will help us to better understand your needs and provide you with a wider range of services, or developing updates for particular operating systems and mobile App lication versions, etc. The information collected also helps us offer you other products, programs, or services including Offers as provided by Merchants or Billers that we believe may be of interest to you or alert

you in case of software compatibility issues . You agree and specifically consent that AURIONPRO may, through automated means, access your messages on your mobile device/mobile number and retrieve/use information from your messages to provide you with enhanced services by AURIONPRO or Group Companies . For example : OTP is a one-time password which is provided by your issuing bank in order to carry out the second factor authentication . If you allow us to access your messages , you understand that we may retrieve your OTP from the message received on your mobile device/number and populate and submit the OTP for second factor authentication.

You represent that you have obtained all requisite prior consents and waivers necessary from any third party or Recipients and have provided such third party or Recipient with notice to

permit AURIONPRO , Group Companies and Payment Participants to carry out actions described in this paragraph . You further warrant that you will provide such notices and secure such necessary consents and waivers in advance of providing similar information to AURIONPRO in the future.

If you choose to delete or wipe-out any information or data from AURIONPRO Mobile Banking App or your AURIONPRO Account or you or AURIONPRO choose to terminate the use of your AURIONPRO Account or AURIONPRO Mobile Banking App , you understand that we may still retain, use and/or disclose such information/data for legal reasons detailed in the AURIONPRO **Privacy Policy**.

The AURIONPRO **Privacy Policy** explains how we treat your personal data and protect your privacy when using AURIONPRO Pay.

**Communications from or with AURIONPRO**. You agree and specifically consent to the collection , storage and use of your information for communications from or with AURIONPRO. You agree and specifically consent that we may, on our own or through third parties, send you emails, SMS, or communicate with you through other means, for:

- (i) providing you with AURIONPRO Mobile Banking App and transactional or account related information;
- (ii) sending you payment related reminders/updates;
- (iii) promoting AURIONPRO Mobile Banking App or other AURIONPRO services;
- (iv) promoting Group Companies' services or our Third Party Providers' services, including any offers or schemes or prizes that may be provided by these entities. These promotions will not use your UPI Transactions Data;
- (v) promoting new products and activities;
- (vi) investigating or resolving any product or AURIONPRO Mobile Banking App Service related concerns including complaints; or
- (vii) obtaining your invaluable feedback.

In order to serve you better, we may also send you surveys to understand: (i) your experience with our Services, and/or (ii) your needs and requirements.

You may choose to, or we may invite you to, submit comments or ideas about AURIONPRO Mobile Banking App, including without limitation about how to improve the Service or our products. By submitting any idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the idea without any additional compensation to you, and/or to disclose the idea on a non- confidential basis or otherwise to anyone.

## 19. USE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS.

AURIONPRO Mobile Banking App are protected by copyright, trademarks, patents, trade secret and/or other intellectual property laws. AURIONPRO LLC owns the title, copyright and other worldwide intellectual property rights in the AURIONPRO Mobile Banking App. These Combined AURIONPRO Mobile Banking App Terms do not grant you any rights to the intellectual property rights in the AURIONPRO Mobile Banking App. Nothing contained herein shall authorize the Users to use, App ly, invade or in any manner exploit or infringe the intellectual property rights of AURIONPRO or its Group Companies without prior written consent. You are hereby given a limited license to use the AURIONPRO Mobile Banking App Service, subject to your agreement of these Terms. If you are a Merchant wanting to use AURIONPRO Mobile Banking App to accept payments from your end users through the BHIM UPI Infrastructure, your limited right to use the AURIONPRO Mobile Banking App Trademarks and AURIONPRO Mobile Banking App Logos will be as per these AURIONPRO Mobile Banking App Brand Guidelines.

When You upload, submit, store, send or receive content that may include feedback to or through AURIONPRO Mobile Banking App App , you give AURIONPRO a worldwide , perpetual license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations , adaptations or other changes we make so that your content works better with AURIONPRO Mobile Banking App ), communicate , publish , publicly perform, publicly display and distribute such content. This license shall not revert back to you even if it is not used by AURIONPRO. The rights you grant in this license are for the limited purpose of operating, promoting, and improving AURIONPRO Mobile Banking App , and to develop new ones. This license continues even if you stop using AURIONPRO Mobile Banking App .

## 20. Responsibility for Taxes

The reporting and payment of any App licable taxes arising from the use of AURIONPRO Mobile Banking App is your responsibility. You hereby agree to comply with any and all App licable tax laws in connection with your use of AURIONPRO Mobile Banking App , including without limitation , the reporting and payment of any taxes arising in connection with Payments made through AURIONPRO Mobile Banking App , or funds /income received through AURIONPRO Mobile Banking App

#### 21. Indemnification

You agree to indemnify, defend and hold harmless AURIONPRO, Group Companies, the Payment Participants, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other App licable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorney fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, relating to, or which may arise from:

- (a) your use of the Services;
- (b) any breach or non-compliance by you of any term of these AURIONPRO Mobile Banking App Terms or any AURIONPRO Mobile Banking App policies;

- (c) any dispute or litigation caused by your actions or omissions; or
- (d) your negligence or violation or alleged violation of any App licable law or rights of a third party.

## 22. Disclaimer

THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AURIONPRO, AND GROUP COMPANIES, AND THEIR AGENTS, CO-BRANDERS OR OTHER PARTNERS, INCLUDING BUT NOT LIMITED TO, DEVICE MANUFACTURERS (COLLECTIVELY, " AURIONPRO PARTIES"), MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICES OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES. EACH AURIONPRO PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, NONINFRINGEMENT , MERCHANTABILITY , OR FITNESS FOR A PARTICULAR PURPOSE . AURIONPRO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. AURIONPRO SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS, P2P PAYMENTS OR THE SERVICES.

THE AURIONPRO PARTIES ARE NOT RESPONSIBLE FOR THE ACCURACY OF ANY PAYMENT INSTRUMENT, INCLUDING WITHOUT LIMITATION WHETHER SUCH INFORMATION IS CURRENT AND UP-TO-DATE. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH INFORMATION IS REPORTED BY THE ISSUER AS OF A PARTICULAR TIME ESTABLISHED BY THE ISSUER AND MAY NOT ACCURATELY REFLECT YOUR CURRENT TRANSACTIONS, AVAILABLE BALANCE, OR OTHER ACCOUNT OR PROGRAM DETAILS AT THE TIME THEY ARE DISPLAYED TO YOU THROUGH THE SERVICES OR AT THE TIME YOU MAKE A PURCHASE OR REDEMPTION. YOU MAY INCUR FEES, SUCH AS OVERDRAFT FEES OR OTHER CHARGES AS A RESULT OF SUCH TRANSACTIONS, PER YOUR AGREEMENT WITH YOUR ISSUER, OR YOUR ATTEMPT TO MAKE A PURCHASE OR REDEMPTION MAY NOT BE SUCCESSFUL.

## 23. Limitations of Liability; Force Majeure

IN NO EVENT SHALL AURIONPRO OR ITS GROUP COMPANIES BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT , CONSEQUENTIAL , SPECIAL , PUNITIVE OR EXEMPLARY , DAMAGES OR LOSSES , INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS , GOODWILL , USE , DATA , OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY AURIONPRO PARTY OR THE SERVICES , OR ANY GOODS , SERVICES , OR INFORMATION PURCHASED , RECEIVED , SOLD , OR PAID FOR BY WAY OF THE SERVICES , REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION , EVEN IF THE AURIONPRO PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGE OR LOSS. IN NO EVENT SHALL THE AURIONPRO PARTIES 'TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE COMBINED AURIONPRO MOBILE BANKING APP TERMS EXCEED THE NET FEES AURIONPRO HAS ACTUALLY RECEIVED AND RETAINED FROM YOUR VALID TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

Nothing in these AURIONPRO Mobile Banking App Terms is intended to exclude or limit the liability of any party for (i) death or personal injury; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any liability that cannot be excluded or limited by law.

You and AURIONPRO acknowledge that each party has entered into these Combined AURIONPRO Mobile Banking App Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, no AURIONPRO Party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

## 24. Termination and Suspension

We reserve the right, in our sole and absolute discretion, to suspend or terminate your use of one or more AURIONPRO Mobile Banking App , without notice and without liability to you or any third party, for any reason, including without limitation inactivity or violation of these Combined AURIONPRO Mobile Banking App Terms or other policies we may establish from time to time.

## 25. Advertising

Some of the AURIONPRO Mobile Banking App features may be supported by advertising revenue and may display advertisements and promotions. In consideration for AURIONPRO granting you access to and use of the Services, you agree that AURIONPRO may place such advertising and promotions.

## 26. Governing Law; Jurisdiction

The AURIONPRO Mobile Banking App Terms and AURIONPRO Mobile Banking App Policies will be governed by and construed in accordance with the laws of India. You agree that any legal action or proceedings arising out of the aforementioned documents may be brought exclusively in the competent courts/tribunals having jurisdiction in New Delhi, India and irrevocably submit themselves to the jurisdiction of such courts /tribunals . You understand that We may need to share information that you provided on AURIONPRO Mobile Banking App in order to satisfy App licable law, regulation , legal process or an enforceable governmental request.

## 27. Modification of Terms of Service

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of the Combined AURIONPRO Mobile Banking App Terms at any time. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall App ly on a going-forward basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services.

In addition, we reserve the right at any time to modify or discontinue, temporarily or permanently, the AURIONPRO Mobile Banking App App or Services (in whole or in part) with or without notice. We may also change the Services, including App licable fees, in our sole discretion. If you do not agree to the changes, you may stop using the Services. Your use of the Services, after implementation of the change(s) will constitute your agreement to such change (s). You agree that we shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services.

# 28. English Language Controls

Any translation of these Combined AURIONPRO Mobile Banking App Terms is provided for your convenience. The meanings of terms, conditions and representations herein are subject to the definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

# 29. Assignment

These Combined AURIONPRO Mobile Banking App Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you. We may assign, in whole or in part, the benefits or obligations of this Agreement. We will provide an intimation of such assignment to you, which will be binding on the parties to these Terms and Conditions.

## 30. Waiver

Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under the Combined AURIONPRO Mobile Banking App Terms will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under the Combined AURIONPRO Mobile Banking App Terms will prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

#### 31. Survival of Provisions

The terms and provisions of the Combined AURIONPRO Mobile Banking App Terms, which by their nature and content are intended to survive the performance hereof by any or all parties hereto will so survive the completion and termination of this Agreement.

## 32. Severability

If any provision of the Combined AURIONPRO Mobile Banking App Terms is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision will App ly with such deletions as may be necessary to make it valid. If any court/tribunal of competent jurisdiction holds any of the provisions of the Combined AURIONPRO Mobile Banking App Terms unlawful or otherwise ineffective, the remainder of the Combined AURIONPRO Mobile Banking App Terms will remain in full force and the unlawful or otherwise ineffective provision will be substituted by a new provision reflecting the intent of the provision so substituted.