



Terms and Conditions for SIB M-Pay

These Terms and Conditions of service form an agreement between you and South Indian Bank (hereinafter referred to as Bank) that governs your access to and use of **SIB M-Pay** (Interbank Mobile Payment Services (IMPS) in association with National Payment Corporation Of India (NPCI) and our M-commerce (Payment through Mobile Service) in association with Paymate (hereafter referred to as Service Provider). By submitting a signed application form to the branch or through Internet Banking you agree to be bound by these terms of service.

1. **Requirements for Registration:** Your valid mobile number in the application which will be mapped to your account number as a Payment Instrument to make Payment Transactions and pay fees and other obligations arising from your use of the Service. You must provide current, complete and accurate information and maintain it as current and accurate. Bank may require you to provide additional information as a condition of continued use of the Service, or to assist in determining whether to permit you to continue to use the Service. Bank in its sole and absolute discretion, may refuse to approve or may terminate existing registrations with or without cause or notice, other than any notice required by any applicable law, and not waived herein. By agreeing to these Terms of Service for Buyers, you represents that you are:
 - i. 18 years old or older; and
 - ii. capable of entering into a legally binding agreement
2. **Username and Password Information:** You are responsible for: 1) maintaining the confidentiality of your M-PIN, 2) any and all transactions by persons that you give access to or that otherwise use such M-PIN, and 3) any and all consequences of use or misuse of your M-PIN. You agree to notify us immediately of any unauthorized use of your M-PIN or any other breach of security regarding the Service of which you have knowledge. You also undertake to delete all messages relating to the service from the inbox/sent items folder in the mobile phone. You shall be responsible for all actions by agents, representatives and others, regardless of whether authorized by you to access the Service using your M-PIN.
3. **Permissible Payment Transactions:** You may only use the Service to process a Payment Transaction for a Product that is purchased from a Merchant through a



legitimate, bona fide sale of the Product. The Service may not be used to process a Payment Transaction, or otherwise transfer money between you and a Merchant, that is unrelated to a purchase of a Product. The Service may not be used to receive cash advances from Merchants or to facilitate the purchase of cash equivalents (travelers checks, prepaid cards, money orders, etc.). You may not use the Service to process Payment Transactions in connection with the sale or exchange of any illegal goods or services or any other underlying illegal transaction. In particular, you shall not use the Service or process Payment Transactions in connection with the sale or purchase of goods or services, or other remittances that are prohibited under the (Indian) Foreign Exchange Management Act, 1999 and the regulations made there under, as may be amended from time to time. You agree that you will not use the Service to process Payment Transactions for any Products that violate these Terms of Service, other policies or rules applicable to the Service, or applicable law. The current policy that establishes the Products and other transactions that may not be paid for with the Service include *1) Firearms 2) Alcohol 3) Explosives 4) Pornography materials and services of any kind whatsoever 5) Live animals 6) Banned / illegal drugs or other controlled substances 7) Fireworks or pyrotechnic devices or supplies 8) Hazardous materials, combustibles, corrosives 9) Web site access and / or web site memberships of pornography or illegal sites. 10) Gambling transactions*. Failure to comply with these limitations may result in suspension or termination of your use of the Service.

4. **Payment Transaction Processing**: The Service facilitates the processing of Payment Transactions to complete a payment for a purchase between you and a Merchant. The service will store information from you, such as your Payment Instruments and shipping information, and will process Payment Transactions on behalf of Merchants through the appropriate payment gateway network. You authorize Bank to charge or debit your payment instruments to complete processing of a Payment Transaction. You also authorize the crediting to your Payment instrument in connection with reversals, refunds, or adjustments through the Service. You acknowledge and agree that your purchases of Products are transactions between you and the Merchant and not with the Bank. Bank is not a party to your purchase of Product/services, and Bank is not a buyer or a Merchant in connection with any Payment Transaction. You agree that as all the transactions in M-Commerce is instantaneous in nature and will



be acted upon by Bank immediately on receipt of necessary instructions from me over my mobile phone, no stop-payment instructions from me could be accepted and acted upon by Bank.

5. **Service Fees:** You agree that the service charges levied for the use (if/whenever applicable) of the facility/services may be debited to your account from time to time. Bank is at liberty to change/ modify the service charges associated with the facility/service. These changes or modifications will be communicated through Bank's Web Site (www.southindianbank.com). Display of such charges on bank's website would serve as sufficient notice and the same is binding on the customer.
6. **Transaction Limits:** Transaction limits are subject to RBI regulations on mobile banking introduced from time to time.
7. **Delay in transaction/Refunds:** Bank will not be liable for any kind of delay occurring in the part of NPCI or other participating banks while facilitating fund transfer through IMPS. Bank is only a facilitator in making payments to the Merchants in case of transactions involving merchants. Any refunds related to non-delivery/ defective goods/ services should be taken up with the Merchant/service provider concerned. .
8. **Limitations on the Use of Service:** Bank may establish general practices and limits concerning use of the Service, including without limitation individual or aggregate transaction limits on the rupee amount or number of Payment Transactions during any specified time period(s). Bank reserve the right to change, suspend or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any Service feature, without notice and without liability. Bank also reserves the right to impose limits on certain Service features or restrict access to parts or all of the Service without notice and without liability. Bank may decline to process any Payment Transaction without prior notice to you or a Merchant. Bank does not warrant that the functions contained in the Service will be uninterrupted or error free and 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 or the Service). Bank may limit or suspend your use of the Service at any time, at our sole and absolute discretion. If Bank suspends your use of the Service, Bank will attempt to notify you by electronic mail. Suspension of the use



of the Service will not affect the rights and obligations pursuant to these Terms and Condition of Service arising before or after such suspension.

9. **No Endorsement of Products:** Bank does not represent or endorse, and shall not be responsible for: (i) the safety, quality, accuracy, reliability, integrity or legality of any Product, the truth or accuracy of the description of Products, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, purchased or paid through the Service, or the Merchant Web Sites/Electronic Catalogues/Retail establishments; or (ii) the ability of you to buy Products or Merchants to deliver Products. Bank hereby disclaims any liability or responsibility for errors or omissions in any Content or in the Service. Bank reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in Bank's sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms of Service.
10. **Use of Electronic Communications:** Bank may communicate with you regarding the Service by means of electronic communications, including (i) sending electronic mail/text message to the email address/Mobile Number provided by you during registration, or (ii) posting notices or communications on a Bank's Web Site (www.southindianbank.com). You agree that Bank may communicate with you by means of electronic communications the following: (a) Terms of Service (and revisions or amendments), (b) notices or disclosures regarding the Service, (c) payment authorizations, (d) communications on new services/offers/promotions and any other matter relating to your use of the service. You should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall be deemed to be received by you when Bank sends the electronic communication to the email address/mobile number provided by you at the time of registration or as revised by you thereafter in accordance with these Terms of Service, or when we post the electronic communication on a Bank's Web Site (www.southindianbank.com).
11. **Your Responsibility for Taxes:** The reporting and payment of any applicable taxes arising from the use of the Service is your responsibility. You hereby agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Payment Transactions.



- 12. Indemnification:** You agree to indemnify, defend and hold harmless the Bank and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (a) your use of the Service (b) any breach or non-compliance by you of any term of these Terms of Service or any of the Bank's policies; (c) any dispute or litigation caused by your actions or omissions; or (d) your negligence or violation or alleged violation of any law or rights of a third party.
- 13. Disclaimer of Warranties:** The service, including all content, software, functions, materials, and information made available on, provided in connection with or accessible through the service, is provided "as is." to the fullest extent permissible by law, Bank makes no representation or warranty of any kind whatsoever for the service or the content, materials, information and functions made accessible by the software used on or accessed through the service, or for any breach of security associated with the transmission of sensitive information through the service. Bank disclaims without limitation, any warranty of any kind with respect to the service, non-infringement, merchantability, or fitness for a particular purpose. Bank does not warrant that the functions contained in the service will be uninterrupted or error free. Bank 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 or the service.
- 14. Termination of Service:** Bank may, at our sole and absolute discretion without liability to you or any third party, terminate use of the Service for any reason, including without limitation inactivity or violation of these Terms of Service or other policies Bank may establish from time to time. Upon termination of your use of the Service, you remain liable for all Payment Transactions and any other obligations you have incurred. Upon termination, Bank has the right to prohibit your access to the Service, including without limitation by deactivating your PIN, and to refuse future access to the Service by you (or your relatives or known acquaintances or if a



business entity, its parent, affiliates or subsidiaries or its or their successors).

- 15. Limitations of Liability; Force Majeure:** To the fullest extent permissible by law, in no event shall Bank 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 goods, services, or information purchases, received, sold, or paid for by way of the service, regardless of the type of claim or the nature of the cause of action, even if the Bank has been advised of the possibility of such damage or loss. Each party acknowledges that the other party has entered into these Terms of Service 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, Bank shall not 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, labour conditions, power failures and Internet disturbances.
- 16. Modification of Terms of Service for Buyers:** Bank has the right, at our sole and absolute discretion, to change, modify, or amend any portion of these Terms of Service at any time by posting notification on Bank's Website (www.southindianbank.com) or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis with respect to Payment 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 the use of the Service.
- 17. Disputes:** You agree to release Bank and its directors, and our 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/s. You agree that you will not involve Bank in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Merchant, other Buyer, advertiser or other third party in connection with the Service. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of the Bank and shall provide indemnification as set forth here in, and (ii) the jurisdiction for any such litigation or



dispute shall be limited as set forth below. In case, if you file a complaint with the Bank disputing transaction, Bank will inform the same to the Service Provider. The complaints/grievances arising out of mobile banking facility will be covered under the Banking Ombudsman Scheme.

- 18. Jurisdiction; Governing Law:** This agreement shall be governed by and construed in accordance with the laws of India. The Parties agrees to submit to the exclusive jurisdiction of the Courts located in Thrissur, Kerala, India as regards any claims or matters arising in relation to this agreement. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Thrissur and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Thrissur.

For any query, feedback or suggestion you may contact us through email to sms@sib.co.in or call our Toll free number 1800 843 1800 OR 1800 425 1809 or visit our website www.southindianbank.com. For any direct queries with M/s Paymate, contact at: Phone No. 022-67242626, E-mail ID: contact@paymate.co.in.

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