



## **Debit Card E-Mandate Most Important Terms and Conditions (MITC)**

### **Definitions**

In this document, the following words and phrases shall have the meanings as set below, unless the context indicates otherwise:

1. **"AFA"** refers to **"Additional Factor of Authentication"**, wherever applicable, AFA will be done by the Bank by sending one-time password (OTP) via SMS to the registered mobile number of the Bank's Debit Cardholders.
2. **"Bandhan"** or **"Bandhan Bank"** or **"Bank"** refers to Bandhan Bank Limited, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949; having its registered office at DN 32, Sector V, Salt Lake, Kolkata - 700091 and corporate office at Adventz Infinity@5, BN - 5, Sector V, Salt Lake City, Kolkata – 700091.
3. **"Debit Card"** or **"Bandhan Bank Debit Card"** means the Debit Cards issued by Bandhan Bank in India.
4. **"Debit Cardholder"** or **"Bandhan Bank Debit Cardholder"** or **"Cardholder"** means a customer of the Bank who has been issued and holding a valid Debit Card by the Bank.
5. **"e-mandate"** shall mean the consent given by a Cardholder through AFA at a Merchant Platform (website/mobile application) to debit their Bandhan Bank account using Debit Card for recurring payment requests received from the Merchant.
6. **"Merchant"** shall mean a company, organization or entity that sends a bill, statement, invoice or a request for payment for a product or service to the Debit Cardholder, basis the Debit Cardholder giving consent for e-mandate or payment instruction on their Bandhan Bank Debit Card.
7. **"Merchant Platform"** refers to website or mobile application of the Merchant.
8. **"Network"** shall mean card associations like Visa, Mastercard, RuPay.
9. **"TSP"** shall mean **"Technology Service Provider"** to Bandhan Bank who will have integrations with various payment ecosystem stakeholders for enabling and setup of e-mandates, validation, verification and authentication of e-mandates set at Merchant Platforms for recurring payments.

### **Terms & Conditions**

1. The e-mandate on Debit Cards for recurring transactions can be opted by Bandhan Bank Debit Cardholders on Merchant Platforms that are compliant with the Reserve Bank of India (RBI) guidelines and regulations on processing of e-mandate on card for recurring transactions, as amended from time to time. The Bank may engage Technical Service Provider for providing the e-mandate facility/service.

2. The e-mandate service will be available to the Bandhan Bank Debit Cardholders who have successfully registered for this service through AFA i.e., OTP (Additional Factor of Authentication) modes prescribed by the Reserve Bank of India (RBI) on the Merchant Platform using Debit Card. Further, modification, revocation, withdrawal or cancellation of the e-mandate shall be authenticated by the Cardholder through AFA.
3. The e-mandate service will be effective subject to the Debit Cards being valid, in good standing and availability of sufficient balance in the underlying account as on date of the transaction.
4. Bandhan Bank may at its discretion and without prior notice choose to not offer the recurring e-mandate service to the Debit Cardholders whose Cards are blocked or in case the Bank suspects that there is fraudulent/malicious behaviour. The recurring e-mandate service will be available both on primary and add-on Bandhan Bank Debit Cardholder.
5. Once an e-mandate is setup on a Merchant Platform using AFA, payment debit to Bandhan Bank Debit Card shall be done as and when a payment authorization request is received from the Merchant via acquirer, Technology Service Provider (TSP) and Network, subject to meeting other transaction processing criteria. Bandhan Bank will not be liable for any missed payments, penalty, or other charges imposed by the Merchant on the Cardholder if the payment authorization request is not received by the Bank at its end for any bill.
6. Notwithstanding any other terms, all payments/e-mandates shall be processed subject to the availability of clear funds in the account linked to the Debit Card, at the time of undertaking the transactions. In the event, clear fund is not available in the savings account linked to the Debit Card, Cardholder will receive a payment failure alert by way of SMS/email/push notification, or such other mode as may be decided by the Bank.
7. It shall be the responsibility of the Merchant and acquirer to ensure correct bill details are passed on to TSP and Bandhan Bank. Bandhan Bank will not be liable for any failed payments on account of incorrect/incomplete bill details shared by Merchant or acquirer.
8. Bandhan Bank Debit Cardholders should keep track of any SMS or email alert/s pertaining to the e-mandates set at the Merchant Platform. It's the Cardholder's responsibility to act upon the pre-debit notifications which will be sent by the TSP to the Cardholder atleast 24 (twenty four) hours prior to the actual charge/debit to the Debit Card. For modification, cancellation or withdrawal of e-mandate AFA, validation needs to be performed by the Cardholder. Post successful payments, notification shall be sent to Cardholder by way of SMS/Email or such other mode as decided by the Bank. Further, Bandhan Bank will not bear the responsibility or consequence of late payments if the authorization requests are received late from Merchant/acquirer/Network.
9. In case the Cardholder wants to delete or modify an e-mandate registered at Merchant Platforms, then the Cardholder may do so either through Merchant Platform or the link sent by the Bank to the Cardholder as part of the pre transaction notification sent through SMS or email, before the actual date of debit. Till the time Cardholder receives an SMS or email confirmation of e-mandate deletion or modification, as the case may be, the existing payment instruction/e-mandate made to the Merchant will be construed as valid and binding on the Cardholder.
10. In case the bill amount payment requested by the Merchant is different from the e-mandate amount set by the Cardholder, Bandhan Bank will send a notification to the Cardholder at least 24 hours prior to the due date for AFA validation of the transaction via an OTP. Bandhan Bank will process the payment only if the Cardholder approval is received through OTP validation of transaction details in a timely manner as per confirmation from TSP. In case an approval is not received from the Cardholder before the payment authorization is received from Merchant via acquirer and Network, Bandhan Bank will reject the transaction payment

to Merchant. It is the Cardholder's responsibility to pay directly to the Merchant in such cases and Bandhan Bank shall not be liable for any claims for non-payment or charges levied by the Merchant.

11. AFA shall not be required for the subsequent or recurring payments, if e-mandate amount set is within the limit of INR 15,000 or any other amount stipulated by RBI in the future from time to time. Further AFA shall not be required for the e-mandates created for amounts up to INR 1,00,000 per transaction in case of (a) subscription to mutual funds, (b) payment of insurance premiums, and (c) credit card bill payments. For all other transactions above INR 15,000 AFA shall be required for debiting the amount. Until the time Cardholder receives an SMS or email confirmation of e-mandate limit amount/validity modification, the existing payment instruction/e-mandate made to the Merchant will be construed as valid and binding on the Cardholder.
12. Processing of recurring payments through e-mandate on Bandhan Bank Debit Cards will in done in accordance with RBI guidelines, issued and amended from time to time
13. Bandhan Bank will not be liable for reversals in cases where double payments are made on account of multiple authorization requests for the same bill. Before registering the utility bills for the e-mandate service, the Bandhan Bank Debit Cardholder should ensure that the same bill is not registered/paid through any other service provider or channel.
14. The internet per se is susceptible to various cyber-crimes like phishing, vishing (voice phishing), Pharming incidents, SMSing (phishing through SMS), compromise of the Cardholder's system security, etc., that could affect payment instructions / other instructions to the Bank. Whilst the Bank shall endeavour to protect the interest of the Cardholders, there cannot be any guarantee from such cyber-crimes and other actions that could affect payment instructions / other instructions to the Bank, including but not limited to delay or failure in processing the instructions. The Cardholder and the Merchant shall separately evaluate all such risks and the Bank shall not be held responsible for the losses arising out of such cyber-crimes. The Cardholder understands that accessing the e-mandate facility/service at a cyber cafe/shared computer terminal is risky and shall avoid using the services of a cyber cafe/shared computer terminal to do any activity or transaction at Merchant Platform.
15. Bandhan Bank may maintain its records of the transactions in any form it deems fit. In the event of any dispute, Bandhan Bank's records shall be binding as the conclusive evidence of the transactions/e-mandate carried out through AFA at the Merchant Platform in the absence of clear proof that Bandhan Bank's records are erroneous or incomplete.
16. The Bank shall, under no circumstance, be held liable to the Cardholder, if access to the e-mandate service is not available in the desired manner for reasons including, but not limited to, natural calamity, floods, fire, and other natural disasters, legal restraints, faults in the telecommunication network or network failure, non-delivery of SMS, software or hardware error, virus attack, any technical breakdown or failure or any other reason beyond the control of the Bank.
17. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Cardholder due to the use of the e-mandate service.
18. The Bank does not assume any responsibility in this regard, including against loss incurred by the Cardholder as a result of misuse or unauthorized use of e-mandate facility/Debit Card.
19. In case of Merchants providing utility services, Cardholder is liable for any dispute/s and payment liability arising out of disconnection of the utility facility/service or due to a change

in location of the Cardholder. Cardholder is required to proactively cancel / modify existing e-mandate details for such cases. The Cardholder will not hold Bandhan Bank responsible/liable and make any claims for payment reversals/benefits towards any payment debit/dispute arising out of not deleting/modifying the e-mandate for such cases.

20. The Cardholder acknowledges that it has not relied on any representation made by Bandhan Bank or any of its employees or agents and has made his own independent assessment of availing Bandhan Bank's e-mandate service. No third party will have any rights or claims under these terms.
21. The Cardholder understands that the security of sensitive information like Debit Card PIN, OTP are very important and personal to the Cardholder and that such information must be kept confidential and not revealed to any third party. The Cardholder shall not write/record it at any place whereby some other person can come to know of this information.
22. In case of change in Bandhan Bank Debit Card number, e-mandate registrations will not be transferred to the new card automatically. Cardholders are required to update new card number for e- mandate(s) at respective Merchant Platforms. Bandhan Bank will not be liable for any late payment charges/discontinuance of service on account of Cardholder not performing this action.
23. All disputes regarding the e-mandate recurring payments should be raised through Bandhan Bank's website or call centre channels.
24. Bandhan Bank shall have the right to revoke and/or discontinue the e-Mandate service to certain Bandhan Bank Debit Card customer if it has reason and/or reasonable apprehension to believe that such continuation of this service shall gravely prejudice the commercial situation of Bandhan Bank. Such a determination by Bandhan Bank shall be at its sole and absolute discretion.
25. In all situations where the Card or e-mandate services are discontinued or disrupted due to any acts of the Merchant, governmental or regulatory orders, force majeure and acts of God, Bandhan Bank shall not be responsible and/or liable for the same and the Cardholder shall be solely responsible and liable to settle such matters with its Merchant and/or statutory authority.
26. The Bandhan Bank Debit Cardholder indemnifies Bandhan Bank from and against all actions, suits, claims, liabilities and proceedings due to or arising out of any or all disputes between the Cardholder and Merchant or by reason of Bandhan Bank acting in good faith and in a bonafide manner.
27. The Bandhan Bank Debit Cardholder hereby indemnifies and holds harmless Bandhan Bank against all losses and expenses which Bandhan Bank may incur, sustain, suffer or is likely to suffer in connection with Bandhan Bank's execution of the Cardholder's instructions through e-mandates and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing the e-mandate service at a Merchant Platform.
28. Cardholders are requested to read the contents of these Terms and Conditions carefully before making use of the e-mandate service at a Merchant Platform and submitting any information whatsoever.
29. Cardholders shall be solely responsible for reading the terms and conditions of the Merchant before opting for e-mandate service at a Merchant Platform.
30. Bandhan Bank will endeavour to effect recurring payments received by it within bill due date. However, Bandhan Bank does not warrant that payment or fulfilment of instructions will not

be delayed for reasons beyond its control including any default on the part of the ecosystem stakeholders (Merchant/acquirer/TSP/Network) or technology related reasons. For all such delays, Bandhan Bank will not be held liable.

31. In case of any wrong amount is debited to the Bandhan Bank Debit Cardholder due to any issue or incorrect customer mapping at the Merchant's end, Cardholder must liaise directly with the Merchant for refund. Refund policies of the Merchant will apply over and above these terms and conditions. Bandhan Bank will only act as a facilitator for refunds based on the chargeback guidelines laid down by the Networks.
32. Bandhan Bank is not in any manner party to the contracts that may be executed between the Bandhan Bank Debit Cardholder and the Merchants. The Merchants shall be solely responsible to the Cardholder for rendering the products and services for which payment is to be made using the Bandhan Bank Debit Card/e-mandate service and Bandhan Bank shall not be responsible/liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc., and shall not be made party to any disputes between the Cardholder and any Merchants.
33. The Bandhan Bank Debit Cardholder shall not hold Bandhan Bank liable for any non-service, delayed service or faulty service rendered by the Merchant/s and shall not contact or communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS, or personal meeting with Bandhan Bank in this regard.
34. Bandhan Bank expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in the e-mandate service. Bandhan Bank does not warrant that access to the e-mandate service shall be uninterrupted, timely, secure, or error free nor does it make any warranty as to the results that may be obtained from the website or use, accuracy or reliability of the e-mandate service.
35. Bandhan Bank will not directly accept any cancellation request of the e-mandate by the Bandhan Bank Debit Cardholder. Any cancellation request of e-mandate must be done by the Cardholder either through Merchant Platform or the link sent by the Bank to the Cardholder as part of the pre-transaction notification sent through SMS or email. .
36. Any disputes will follow the chargeback guidelines laid down by the Networks. RBI instructions on limiting liability of customers in case of unauthorized transactions shall also be applicable for e-mandate on Cards for recurring transactions
37. Bandhan Bank reserves the right to block the Card/account linked to the Card/ if the transactions in the account/ Card transaction behaviour is unsatisfactory/suspicious in nature.
38. No receipt will be given by Bandhan Bank for bills paid through this recurring e-mandate service. It is clarified that Bandhan Bank account statement linked to the Debit Card and/or successful notification by way of SMS/Email by the TSP is adequate and conclusive proof that such payment has been made to the Merchant.
39. The Bandhan Bank Debit Cardholder agrees to resolve disputes (if any) of whatsoever nature directly with Merchant and will not hold Bandhan Bank liable for any deficiency of services provided by the Merchant.
40. Nothing contained in these Terms and Conditions shall be construed as a binding obligation on Bandhan Bank or any participating Merchant to continue the e-mandate services after the services are terminated.
41. Bandhan Bank may at its sole discretion make additions/deletions to some of the functional features of e-mandate services without giving any prior notices.

42. Bandhan Bank shall have the absolute discretion to amend or supplement any of these Terms and Conditions at any time and will endeavour to give prior notice for such changes wherever feasible except for changes made due to regulatory, statutory or court order or change in law or regulations. Any changes to the Terms and Conditions due to modification to existing e-mandate services will be communicated to the Cardholder. By using any the modified e-mandate services as may be introduced by Bandhan Bank, the Cardholder shall be deemed to have accepted the changed terms and conditions, as applicable.
43. Bandhan Bank may withdraw or terminate the e-mandate services at any time either entirely or with reference to a specific service or a Cardholder; or in case of breach of these Terms and Conditions by the Cardholder without prior notice; or if it learns of the death, bankruptcy or lack of legal capacity of the Cardholder.
44. Nothing contained herein shall prejudice or affect the terms and conditions governing Debit Card, savings account and other applicable terms and conditions of the Bandhan Bank. These Terms and Conditions of the e-mandate service shall be in addition to and not in derogation of the aforesaid terms. In the event of any conflict between these terms and conditions and the aforesaid terms and conditions, these terms and conditions shall prevail with respect to the recurring e-mandate service.
45. All disputes and differences arising out and in connection with this Recurring e-mandate service shall be subject to the exclusive jurisdiction of the courts in Kolkata.
46. The Bank shall not be liable for delay in performing or failure to perform any of its obligations under these Terms and Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, natural calamities, pandemic, epidemic, war, civil unrest, government action, terrorist attacks, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of these Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.