

Terms & Conditions - Recurring e-mandates set on merchant platforms

Definitions for key terms:

- “e-mandate” shall mean consent given by a customer at a merchant platform (website/mobile application) to debit their AU Small Finance Bank (AU Bank) Credit Card for recurring payment requests received from merchant.
- “Recurring e-Mandate” shall mean a service offered to its AU Bank Credit Cardholders. The scope of service includes all associated functions that the Bank carries out as an issuer.
- “TSP” shall mean ‘Technology Service provider’ to AU Bank who will have integrations with various payment ecosystem stakeholders for enabling setup, authentication and authorization of recurring e-mandates set at merchant platforms.
- “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 customer, basis customer giving consent for recurring mandate or payment instruction on their AU Bank Credit Card.
- “Merchant Platform” refers to website or mobile application of the merchant.
- “Network” shall mean card associations like Visa.
- “Card Control” shall mean set up for controls for where, when and how your card is when it’s on like Contactless/Online/International transactions.
- AU Bank Credit Cardholders means a retail customer of the Bank being an individual who has been issued a credit card by the Bank.
- “AFA” refers to “Additional Factor of Authentication”. Wherever applicable, AFA will be done by AU Bank by sending one time password (OTP) via SMS to the registered mobile number of the AU Bank Credit Cardholders.

Detailed Terms & Conditions

- The Recurring e-mandate can be given by AU Bank Credit Cardholders at Merchants that are compliant with the Reserve Bank of India guidelines and regulations on processing of e-mandate on card for recurring transactions issued on August 21, 2019, as amended from time to time.
- The Recurring e-mandate service will be available to the AU Bank Credit Cardholders who have registered for this service at any Merchant Platform using their AU Bank Credit Card.
- AU Bank may at its discretion and without prior notice choose to not offer the Recurring e-mandate service on AU Bank Credit Cards which are blocked or in case it suspects fraudulent/malicious behaviour.
- The Recurring e-mandate service is available on primary and add-on retail AU Bank Credit Cards issued to individuals only. The said services will be effective subject to AU Bank Credit Card being valid and in good standing.
- Once a recurring e-mandate is setup on a Merchant Platform, payment debit to AU Bank Credit Card shall be done as and when a payment authorization request is received from the Merchant via acquirer, Technology Service Provider (TSP) and Network, bypassing all card controls and subject to meeting other transaction processing criteria.
- Notwithstanding any other terms, it is stipulated that processing of all the payments is subject to the availability of free, clear, and available limits in the cardholder’s AU Bank Credit Card

account, at the time of processing the transaction. In the event of credit limits not being available, cardholder will receive a payment failed alert.

- It shall be the responsibility of Merchant and acquirer to ensure correct bill details are passed on to TSP and AU Bank. AU Bank will not be liable for any successful/failed payments on account of incorrect/incomplete bill details shared by Merchant or acquirer. AU Bank Credit Cardholders should reach out to Merchant and acquirer for disputed transactions.
- In case AU Bank Credit Cardholders want to delete an e-mandate registered at Merchant Platforms, then the cardholder must do so through Merchant Platform or on <https://www.sihub.in/managesi/aubank#/home/landing>. Till the time cardholder receives a SMS or email confirmation of e-mandate deletion, any payment made to the Merchant will be construed as valid and binding on the cardholder.
- AU Bank Credit Cardholders should keep track of any SMS or email alert/s pertaining to e-mandates set at Merchants. AU Bank will not bear the responsibility or consequence of late payments if the authorization requests are received late from Merchant/acquirer/Network.
- In case AU Bank Credit Cardholder wants to modify e-mandate limit amount (up to permissible limit of Rs. 15000/- [Rupees Fifteen Thousand only] or any other amount stipulated by RBI in the future from time to time) or validity of an e-mandate registered at Merchant platform, then the cardholder must do so through Merchant Platforms or <https://www.sihub.in/managesi/aubank#/home/landing>. Till the time cardholder receives an SMS or email confirmation of e-mandate limit amount/validity modification, any payment made to the Merchant will be construed as valid and binding on the cardholder.
- In case no e-mandate limit amount is set while registering an e-mandate at Merchant Platform, AU Bank will make payment to Merchant as per the bill amount claimed by Merchant without AFA up to permissible limit of Rs.15000/- (Rupees Fifteen Thousand only) and Rs.1,00,000/- (Rupees One Lakh only) per transaction for the following categories:
 - a) subscription to mutual funds
 - b) payment of insurance premiums
 - c) credit card bill paymentsOr up to any other amount stipulated by RBI in the future from time to time.
- The AU Bank Credit Cardholder shall take precaution to ensure that no double payment is made from cardholders end for the same bill. AU 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 this service, the AU Bank Credit Cardholder should ensure that the same bill is not registered/paid through any other service provider or channel.
- In case of utility merchants, cardholder is liable for any dispute/s and payment liability arising out of disconnection of the utility facility/service or due to change in location of the cardholder. Cardholder is required to proactively cancel / modify existing e-mandate details through <https://www.sihub.in/managesi/aubank#/home/landing> section for such cases. The cardholder will not hold AU 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.
- In case the bill amount payment requested by Merchant is more than Rs.15000/- (Rupees Fifteen Thousand only) or Rs.100000/- (Rupees One Lakh only) for specific categories or the e-

mandate amount set by the cardholder, AU Bank will send a notification to cardholder at least 24 hours prior to due date for AFA validation of the transaction via an OTP. AU Bank will process the payment only if cardholder approval is received through OTP validation of transaction details in a timely manner. In case an approval is not received from cardholders before payment authorization is received from Merchant via acquirer and Network, AU Bank will reject the transaction payment to Merchant. It is the cardholder's responsibility to pay directly to biller in such cases and AU Bank is not liable for any claims for non-payment or charges levied by Merchant.

- In case of change in AU Bank Credit 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. AU Bank is not liable for any late payment charges/discontinuance of service on account of cardholder not performing this action.
- AU Bank shall have the right to revoke and/or discontinue the Recurring Mandate service to certain AU Bank Credit Card customer if it has reason and/or reasonable apprehension to believe that such continuing use of this service shall gravely prejudice the commercial situation of AU Bank. Such a determination by AU Bank shall be at its sole and absolute discretion. In case AU Bank observes abuse/incorrect credit of any card value proposition (e.g. reward points, cashback etc.), AU Bank reserves the right to reverse such value proposition benefits. If the value proposition is reward points based and if the same have been redeemed, then AU Bank reserves the right to debit the equivalent value of the reward points to card, as per the prevailing value per reward point applicable at that time.
- All disputes regarding the e-mandate recurring payments should be raised with AU Bank through website, mobile application or call centre. Prevailing chargeback rules and guidelines as defined by Networks will apply.
- In all situations where the card services are discontinued/disrupted due to any acts of the merchant, governmental or regulatory orders, force majeure and acts of God, AU 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.
- AU Bank will endeavour to effect recurring payments received by it within bill due date. However, AU Bank does not warrant that payment / 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, AU Bank will not be held liable.
- The AU Bank Credit Cardholder indemnifies AU 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 AU Bank acting in good faith and in a bonafide manner.
- In case of any wrong amount debited to the AU Bank Credit Card due to issue/incorrect attempt/ mapping at Merchant end, cardholder must liaise directly with Merchant for refund. Refund policies of Merchant will apply over and above these terms and conditions. AU Bank will only act as a facilitator for refunds basis chargeback guidelines laid down by the Networks.
- The AU Bank Credit Cardholder shall not hold AU 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 AU Bank in this regard.

- AU Bank is not in any manner party to the contracts that may be executed between the AU Bank Credit Cardholder and the Merchants. The Merchants shall be solely responsible to the cardholder to render the products and services for which payment is to be made using the AU Bank Credit Card and AU 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.
- The record of charges in respect of the Recurring e-mandate services received or availed by AU Bank Credit Cardholder and submitted by Merchants to cardholder's card account will neither bear cardholder signature nor the imprint of credit card. Cardholder therefore undertake to unconditionally honor and pay without protest and contention of the said charges including interim charges booked by cardholder under the said services, as and when cardholder is billed for the same by AU Bank during the validity period of the card and subsequent renewals thereof.
- AU Bank reserves the right to revoke / stop this Recurring e-mandate service if the credit behaviour on the card is unsatisfactory.
- AU Bank will not accept any cancellation request by the AU Bank Credit Cardholder if the recurring payment transaction has been authorized or already in pipeline for authorisation. Any disputes will follow the chargeback guidelines laid down by the Card Networks.
- No receipt will be given for bills paid through this Recurring e-mandate service. It is clarified here that AU Bank Credit Cardholder statement is adequate and conclusive proof that such payment was paid to Merchant.
- The AU Bank Credit Cardholder agrees to resolve disputes (if any) of whatsoever nature directly with Merchant and will not hold AU Bank liable for any deficiency of services provided by the Merchant.
- The AU Bank Credit Cardholder is liable to honour all credit card commitments irrespective of any grievances/complaints that cardholder may have with Merchants.
- Nothing contained in the said services shall be construed as binding obligation on AU Bank or any participating Merchant to continue the services after the services are terminated.
- Nothing contained herein shall prejudice or affect the Most important Terms and Conditions, Card Member Agreement of the credit card. The terms of this Recurring 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.
- 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 Jaipur.
- In the event of any dispute/claim/matters arising out of these terms ("Dispute") but not covered in chargeback guidelines laid down by the Card Networks, the dispute shall be referred to arbitration by a sole Arbitrator appointed by AU Bank at its sole discretion. The award of the Arbitrator shall be final and binding on the Parties. The Arbitration and Conciliation Act, 1996, or any statutory modification thereof, shall apply to the arbitration proceedings, which shall be held in Jaipur and conducted in the English language.