

TERMS AND CONDITIONS FOR COLLECTION IDENTIFIER SERVICE (CASH MANAGEMENT SERVICES)

These Terms and Conditions for Collection Identifier (“**Terms & Conditions**”) shall be applicable to the Customer (s) that avail Facility (defined hereinafter) from RBL Bank Limited (“**RBL Bank/ the Bank**”). These Terms & Conditions shall be in addition to any other terms as stipulated by the Bank from time to time. The Customer acknowledges and agrees that the Bank may at its sole discretion add to, modify or amend the Terms & Conditions (including the Charges) from time to time and such changes shall be communicated to the Customer, but individual communication may not be sent to him.

The Customer unconditionally and irrevocably confirms and agrees to the following Terms & Conditions for availing the Facility. These Terms & Conditions form the contract between the Customer and the Bank.

DEFINITIONS

- (a) “**Application**” refers to the application prescribed by the Bank for the Customer for availing the Facility.
- (b) “**Authorized Signatories**” refers to the the specimen signatures of its authorised representatives who are authorised to furnish details to the Bank and/or give instructions to the Bank in relation to the Facility provided by the Bank to the Customer from time-to-time basis the approved Board Resolution of the Customer.
- (c) “**Collection Identifier**” refers to the unique number and Remitter name combination created based on the request of the Customer to the Bank.
- (d) “**Customer**” refers to any person/ applicant/entity who has accepted these Terms & Conditions and is holding a Designated Account with the Bank.
- (e) “**Designated Account**” refers to the account maintained by the Customer with the Bank and has been designated as an eligible current account by the Bank for the purposes of this Facility where all the funds transferred by the Remitter using their Collection Identifier are ultimately deposited.
- (f) “**Electronic Fund Transfer**” refers to any mode of electronic fund transfer recognized by Reserve Bank of India (“**RBI**”) including but not limited to RTGS, NEFT and fund transfer from and to accounts of the same bank.
- (g) “**Facility**” refers to the service of creating Collection Identifiers for the Customer’s Remitters, who will use the Collection Identifiers to make payments to the Customer via Electronic Fund Transfer. The payments will be linked to the Customer’s Designated Account, into which the funds will be credited.
- (h) “**IFSC or Indian Financial System Code**” refers to the eleven digit alpha-numeric code recognized by the Reserve Bank of India, which identifies a particular branch of a bank participating in electronic payment system.
- (i) “**Remitter**” refers to the party from whom the Customer receives funds via Electronic Fund Transfer and to whom the Bank assigns a specific Collection Identifier.
- (j) “**Remitter’s request**” shall mean the payment instruction received by the Bank including the electronic message received by the Bank from Reserve Bank of India towards Electronic Fund Transfer, for crediting the Designated Account using Collection Identifier information.
- (k) “**Transaction Advice**” refers to the electronic mail advice sent by the Bank to the Customer for the Electronic Fund Transfer transactions processed in the Designated Account of the Customer.

TERMS AND CONDITIONS

- (a) The Customer hereby confirms that it has accepted the Offer Letter issued by the Bank for use of the Facility pursuant to the Application made by the Customer. The Bank has agreed to provide Facility to the Customer subject to the terms of the Offer Letter and also these standard Terms & Conditions of the Facility, which are uploaded on the Bank’s website. By applying for, or availing of the Facility, the Customer acknowledges as having read, understood and accepted these Terms & Conditions.
- (b) The Customer undertakes and agrees that the Bank is providing the Facility and the Transaction Advice basis Customer request.
- (c) The Customer acknowledges that the Bank will act on instructions only if they are provided by the Authorized Signatories for the purpose of availing of the Facility.
- (d) Pursuant to the acceptance of the Offer Letter by the Customer, the Customer shall provide the Bank with a list of Remitters and make a request to the Bank to set up Collection Identifier for the listed Remitters.
- (e) The Customer shall promptly send a physical copy of the details, if requested by the Bank, following the submission of the details in electronic form. The details provided by the Customer will be registered with the Bank for the purpose of providing the Facility.
- (f) The Bank will forward the Collection Identifier allocated to each Remitter of the Customer on setting up of the same for onward dissemination at Customer end.
- (g) The Customer shall ensure that the Remitter is provided with the following:
 - i the Indian Financial System Code (IFSC number), and
 - ii the Collection Identifier.

- (g) The Customer shall ensure that the Remitter suitably incorporates the above-mentioned details in the Remitter's request while transferring funds through Electronic Fund Transfer and mentions Collection Identifier as account of the Customer in the payment request made to the remitting bank at the time of remitting funds to the Customer.
- (h) The Customer acknowledges that the Bank shall solely rely on the Collection Identifier and/or IFSC number as mentioned on the remitting bank's request for processing the transaction and crediting the funds into the Designated Account and shall not be liable for any loss suffered by the Customer due to the processing of transactions on this basis.
- (i) The Customer agrees that the Bank shall have the absolute discretion to reject the Remitter's request or to process the same based on its judgment in case of a discrepancy in the Collection Identifier, IFSC and other information mentioned in the remitting bank's request and the details registered with the Bank. The Customer shall not hold the Bank liable for any consequences which may arise based on the aforesaid decision of the Bank.
- (j) The Customer confirms and agrees that they have informed their Remitters that funds are being paid into their Designated Account basis the Collection Identifier and that the Collection Identifier does not constitute an account number.
- (k) The Customer confirms and agrees that the Bank shall credit payments made by Remitters via Electronic Fund Transfer through remitting bank to the Designated Account. The Customer agrees that the Bank is not liable or responsible for the delay, errors, omissions, or non-completion of any credits, which may occur due to transmission issues, interpretation errors which are beyond the control of the Bank.
- (l) The Bank may, at its absolute discretion, process the transaction and credit the Designated Account based solely on the Collection Identifier. The Customer agrees to be solely responsible for ensuring that Remitters make the payment using correct Collection Identifier.
- (m) The Customer hereby unconditionally and irrevocably authorizes the Bank to reverse any credit entry in the Designated Account, if the same has been incorrectly credited to the Designated Account.
- (n) At the Customer's request, the Bank will send the Transaction Advice via electronic mail for Electronic Fund Transfers processed in the Designated Account to the email addresses specified in the Customer request. The Customer understands and agrees that the Bank takes no liability for the accuracy of the Transaction Advice via email. The Customer must also conduct a verification before taking any decision basis an email sent by the Bank.
- (o) The Customer understands that for deletion of Collection Identifier, the Customer must give instructions to the Bank in writing in the manner as may be specified by the Bank from time to time.
- (p) The Customer agrees to pay service charges (if applicable) to the Bank for use of the Facility and/or for sending Transaction Advise. Such service charges shall be net of applicable taxes which shall be payable by the Customer in addition to the service charges. The service charges will be as informed by the Bank to the Customer from time to time.

REPRESENTATIONS AND WARRANTIES

- (a) The Customer has full power to issue the instructions and to perform its obligations in accordance with the terms of Facility and has taken all necessary action, including all internal and corporate approvals for execution and acceptance of the Terms & Conditions.
- (b) The Customer, by availing the Facility from the Bank, confirms that it does not and shall not violate or conflict with any applicable laws, regulatory requirements, provisions of its constitutional documents, any court order or judgment, or any terms of contracts binding on it or its assets.
- (c) The Customer shall be responsible for complying with all applicable laws and regulations (including guidelines issued by RBI from time to time in connection with the Facility).
- (d) The Customer shall ensure that Collection Identifier shall be kept confidential and should not be shared with anyone else other than the Remitter associated with that Collection Identifier. The Customer undertakes and accepts all liability arising out of sharing or Collection Identifier with anyone else or for its misuse.
- (e) The Customer understands and agrees that they shall request the Bank to create a Collection Identifier in the name of any Remitter only if there are genuine underlying commercial dealings with such Remitter, and the Customer expects to receive funds on a routine or regular basis from these dealings.
- (f) The Customer agrees and confirms that before requesting the Bank to create a Collection Identifier for any Remitter, the Customer shall obtain documents from the Remitter establishing their identity, business, address, and registered office, if any. The Customer agrees to provide these documents to the Bank upon request.
- (g) The Customer represents and warrants that they have conducted due diligence on the Remitter to ensure compliance with all applicable laws and regulations, including but not limited to anti-money laundering and counter-terrorism financing laws. The Customer confirms and warrants that the funds deposited or remitted by the Remitter using the Collection Identifier are not proceeds of crime as defined under the Prevention of Money Laundering Act. The Customer represents that these funds are received in consideration of bona fide commercial dealings with the Remitter. The Customer confirms they are beneficial owner of the funds deposited or remitted by the Remitter using the Collection Identifier

- (h) The Customer agrees to immediately notify the Bank if there are any changes in the business relationship with the Remitter or if they become aware of any suspicious activities related to the Remitter or the funds being transferred.
- (i) The Customer represents that the creation of the Collection Identifier and the receipt of funds through it do not violate any laws, regulations, or contractual obligations the Customer is subject to.
- (j) The Customer confirms that they have informed the Remitter about the use of the Collection Identifier and that the Remitter has agreed to comply with the Terms & Conditions set by the Bank for such transactions.
- (k) The Customer agrees that the Bank reserves the right to refuse the creation of a Collection Identifier or to terminate/disable an existing Collection Identifier at any time if the Bank, at its sole discretion, believes there is a risk of fraud, money laundering, or any other illegal activities.
- (l) The Customer agrees to cooperate fully with the Bank in any investigation related to the use of the Collection Identifier, including providing any additional information or documentation as requested by the Bank.

CONDITIONS PRECEDENT

The availability of the Facility is subject to the Customer having:

- (a) accepted these Terms & Conditions, signed and accepted the Application and Offer Letter, where required by the Bank;
- (b) provided the Bank with the board resolution or such authorisation documents or instructions as may be acceptable to the Bank; and
- (c) delivered such other documents as may be required by the Bank.

LIMITATION OF LIABILITY

- (a) The Customer understands that Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Customer in connection with the Facility. The Bank makes no express or implied warranty with respect to the Facility.
- (b) The Customer shall not hold Bank responsible for any breakdown/interruption/delay/failure in providing the Facility or the related services provided to the Customer.
- (c) The Customer understands and agrees that under no circumstances whatsoever shall the Bank be deemed to assume any responsibility for or obligation or duty to provide Facility. The Bank shall not be required to take any action of any kind to protect any interest of the Customer. The Bank shall not be liable or responsible in any way for the safekeeping of any Collection Identifier for the Customer. The Bank shall not be liable under any circumstances for any damages or injuries resulting from the Customer's use of the Facility. This limitation of liability includes, but is not limited to, failures of mechanical or electronic equipment, communication line issues, telephone or internet service disruptions, unauthorized access, theft, operator errors, labor disputes, or any other force majeure events.
- (d) In no event shall Bank be liable for any special, indirect, incidental, or consequential damages or any damages whatsoever, including, but not limited to, loss of use, data, or profits, arising out of or relating to the use of this Facility or inability of the Customer to reconcile Remitter payments on time or inability of the Bank to provide confirmations or Transaction Advise on time for any of the aforesaid events.

FORCE MAJEURE

The performance of the obligations of the Bank hereto under these Terms & Conditions shall be subject to any reason or occurrence beyond its reasonable control resulting in prevention from or delay or interruption in performing its obligations due to reasons including, but not limited to, civil commotion, sabotage, lockout, strike or labour disturbances of any kind interfering with or affecting the normal functioning of the Bank or of the clearance, transmission, delivery or transport of the instruments, accident, fires, flood, explosion, epidemic, pandemic, quarantine restrictions, lockdowns, damage to concerned facilities, absence of the usual means of communication or transportation, or any other cause, whether of the same or a different nature, unavoidable or beyond the control of the Bank; and the Bank shall not be deemed to be in default as long as any such cause or the effect thereof persists and during a reasonable period thereafter within which any such obligation is capable of being fulfilled.

CONFIDENTIAL INFORMATION:

- (a) The Customer (which expression shall include the persons engaged or employed by such Party) shall treat as confidential all the records, information, data, terms and conditions of the Bank or affiliates, employees, officials, representatives and third parties which comes to its knowledge in the course of the availing of the Facility and pursuant to these Terms & Conditions and the Customer, its officials, representatives, employees and third parties shall not disclose or divulge the same to any third party otherwise than for the specific purpose authorized by the Bank or as may be required by law.

- (b) The Customer understand and give consent to the Bank for disclosure of information to third party service provider(s), regulators, auditors, employees, directors, agents, or any other statutory, government or municipal authority relating to Collection Identifier, Designated Account, any arrangement under the Facility or any other information in possession of the Bank coming under this Facility or otherwise.

TERM

These Terms & Conditions shall remain valid unless terminated in accordance with article 8 (“**Termination**”) of these Terms & Conditions.

TERMINATION

- (a) The Bank may terminate the Facility completely or in part, forthwith, without assigning any reason for such termination and such termination shall not be open to question by the Customer on any account whatsoever.
- (b) In case the Customer desires to discontinue availing of Facility, it may do so at any time by giving 30 (thirty) days’ advance written notice to the Bank provided such termination shall not affects its liability to fulfil and complete its obligation with regard to payment of services fees or charges, refunds, realisation of outstanding collections or otherwise.

CHARGES/FEES

The fees/charges levied for the Facility shall be as agreed in the Offer Letter. If the Customer fails to pay the fees/charges to the Bank when they fall due, the Bank shall have a right to set off from other accounts or suspend the Facility.

INDEMNITY

- (a) In consideration of the Bank providing the Facility to the Customer, the Customer shall indemnify and hold the Bank, its directors, employees, representatives, agents, and / or affiliates as the case may be, indemnified and saved against all claims, damages, losses, costs, expenses which the Bank may incur, sustain, suffer or is likely to suffer in connection with the:
- i. as a consequence of or by reason of Bank providing the Facility to the Customer;
 - ii. or upon the execution of and/or any action taken and/or any omission committed on the instructions of the Customer by the Bank and/or its affiliates, officers, employees, or agents;
 - iii. or any violation of the terms contained herein by the Customer;
 - iv. or unauthorised use of the Collection Identifier by the Customer or its officials, employees, agents, representatives and officials;
 - v. or any misrepresentation or breach of representation or warranty made by the Customer contained herein;
 - vi. and/or any fraud committed by the Customer or its officials, employees, agents, representatives and officials;
 - vii. non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body;
 - viii. any error, default, fraud, acts of omission, negligence or misconduct of the Customer’s employees, agents, representatives and officials and/or its third parties;
 - ix. any claim by any beneficiary or third parties in relation to the Collection Identifier/Transaction Advice;
 - x. or due to the errors in the Collection Identifier given by the Remitter in the message or due to negligence or other default by the Remitter or the Customer;
 - xi. any inaccuracy, error or omission of any data, information or message including details of the Remitters as provided by the Customer;
 - xii. any other event or circumstances and/or breach of the conditions as specified in these Terms & Conditions and/or the Offer Letter.
- (b) The Customer agrees that the Bank may send information including data, statements and reports to the Customer relating to the Facility via electronic mail to an address designated by the Customer. The Customer recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Customer agrees that the Bank shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will the Bank be liable for any error, omission or delay in the services provided by any internet service provider or any third party service provider on whose performance the Bank is dependent for transmitting such information or data. The Bank shall not be liable for damages, whether direct or indirect, arising out of such transmission including but not limited to any breach of confidentiality, loss of privacy, loss of data, business interruption, delay in delivery or any pecuniary loss.

- (c) The Customer will pay the Bank such amount as may be determined by the Bank to indemnify it against any such loss or expenses. The Customer agrees to pay any and all costs, damages, expenses including but not limited to, reasonable attorneys' fees and costs incurred against it or otherwise incurred by or in connection with or arising from any such claims, suit, and action or proceeding attributable to any such claims. The written demand by the Bank as to the loss / damages shall be final, conclusive and binding on the Customer and Customer shall be liable to pay on demand, without any contestation / demur the amount of such loss /damage to the Bank. All indemnities given by the Customer to the Bank shall survive the termination of the Facility.

GENERAL TERMS & DISCLAIMER

- (a) The Bank shall use best efforts in providing Facility to the Customer. All arrangements are exclusive of intervening bank holidays and Sundays for clearing purposes i.e. on a working day basis only, and the Customer unconditionally agrees and understands that the credit to the Designated Account would be made after considering the intervening bank holidays after deposit of Electronic Fund Transfer. The entries in the Bank's books kept in the ordinary course of business of the Bank with regard to transactions covered under these Terms & Conditions and matters therein appearing shall be binding on the Customer unless in the event of there being any patent mistake or error therein.
- (b) The Bank shall not be liable for any non-compliance of any applicable rules and regulations by the Customer in connection with the Facility. The Bank makes no express or implied warranty with respect to the Facility.
- (c) The Bank makes no warranty that
- the Facility will meet all the requirements of the Customer; or
 - the Facility will be uninterrupted or timely.
- (d) The Customer shall not hold the Bank responsible for any breakdown/interruption/delay/failure or any technical flaw in the Application, internet or the related services provided by internet service providers or other telecommunication service providers and/or any consequent delay or failure in completion of any transaction.
- (e) The Customer agrees that the termination of the Facility and Transaction Advise will not affect any rights or liabilities of the Bank.
- (f) These Terms & Conditions shall be in addition to and not in derogation to any other terms as stipulated by the Bank from time to time with respect to any services availed from the Bank.
- (g) The Customer shall be bound to comply with the Terms & Conditions and all the policies stipulated by the Bank from time to time in relation to the Facility. Bank may, at its sole discretion, refuse to accept the application or to provide the Facility to the Customer.
- (h) The Bank reserves the right to change these Terms & Conditions and reserves the right to modify the fees at any time.
- (i) The Customer agrees that the record of the instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding.
- (j) The Customer acknowledges that he has read, reviewed and understood these Terms & Conditions and unconditionally agrees to abide by the Terms & Conditions and rules in force and any changes to the same from time to time. The Customer acknowledges that the services that are offered to the Customer are not transferable under any circumstances and shall be used only by the Customer. The Customer cannot assign these Terms & Conditions to any third party.
- (k) The Customer should communicate with the Bank only via the mode that is specified, and the Bank is not bound by communication received via any other mode. Specifically, if certain kinds of transaction requests are not allowed through phone or email, the same should not be used.
- (l) The Bank may use the service of correspondent banks and service providers to provide certain services or facilities. The Bank will take due care to protect the interest of the Customer, but the Bank will not be responsible if there are any losses/liabilities which arise as a result of the action of the correspondent bank or service providers.

NOTICES

All notices and/or instructions to be given pursuant to the provisions of these Terms & Conditions shall be sent to the Customer at the address mentioned in the Application.

The Customer must promptly notify any change of his/her e-mail /registered address in writing with supporting address proof. If the Customer does not receive any mail sent by the Bank at such address due to any reason whatsoever, the Bank shall not be responsible. The reasons may include (but not be limited to) fault of the postal/courier agency, mail being delivered at the given address but being not received by the Customer and/or mail not being delivered at the given address due to the Customer not being available thereof. In case of non-delivery or non-receipt of the mail, Bank will not be responsible or liable to re-deliver the same.

GOVERNING LAW AND JURISDICTION

It is agreed by the Customer that the Terms & Conditions shall be governed by the laws of India and subject to the exclusive jurisdiction of the Court of Mumbai. The Bank shall, however, be entitled to approach any court having competent jurisdiction, in case of any dispute arising in relation to the Facility.

PROPERTY RIGHTS

The Customer acknowledges that all property rights shall at all times belong to the Bank or the relevant third-party vendors, advertisers, affiliates, where applicable. The Customer shall not attempt or reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, display, license, alter and/or hyperlink the property rights without the Bank's prior written consent.

WAIVER

No failure or delay by Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of Bank hereunder are cumulative and not exclusive of any rights or remedies available in law.

FURTHER ASSURANCES

In connection with the Facility, the Customer agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by Bank to carry out or evidence the transactions/services carried out or contemplated under the Facility.

SEVERABILITY

Any provision of these Terms & Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms & Conditions or affect such provision in any other jurisdiction.

Seal & Signature of Authorized Signatories

Date:	Date:
Place:	Place: