



End User License Agreement (EULA)

These terms and conditions (“**Terms and Conditions**”) together with the application made by the Customer and as accepted by RBL Bank Limited (hereinafter referred to “Bank/RBL Bank”) shall form the contract between the Customer and RBL Bank, and shall be further subject to such terms as RBL Bank may agree with the other service providers. These Terms and Conditions are in addition to and shall be read in conjunction with the Cardmember Agreement as listed on the RBL Bank’s Website (www.rblbank.com) (as defined herein below) and other Terms and Conditions as may be applicable for the specific product/features availed by you.

1. Definitions:

The following words and expressions shall have the corresponding meanings wherever appropriate.

- i. “Account” shall mean an account maintained with RBL Bank in the name of the Primary Cardmember.
- ii. “Customer”, “Cardmember”, Primary Cardmember”, shall mean the individual in whose name the Card has been issued and the Account is maintained.
- iii. “Virtual Credit Card” means a digital version of your RBL Credit Card available on the Application.
- iv. “MPIN” shall mean the Personal Identification Number (password) for the Application
- v. ‘Mobile Phone Number’ shall mean the Mobile number that has been used by the Customer to register for the Application.
- vi. ‘Application’ shall mean RBL Bank’s Card application which will be downloaded onto the mobile phone of the Customer.
- vii. ‘WAP’ means Wireless Application Protocol.
- viii. ‘RBL Bank’s Website’ means www.rblbank.com (“hereinafter referred to as Bank’s Website”)

2. Applicability of Terms and Conditions

By using the Application, the Customers thereby agree and consent to these Terms and Conditions, which form the contract between the Customer and RBL Bank. Use of Application shall be governed by such terms and conditions as amended by RBL Bank from time to time. These terms and conditions shall be in addition to and not in derogation of other terms and conditions relating to any Account of the Customer and/or the respective product or the service provided by RBL Bank unless otherwise specifically stated. By registering /using RBL Bank’s Application, you agree and consent to accept and bound by these “Terms and Conditions” of RBL Bank.

3. General Business Rules Governing use of Application

3.1 The Facility will be available to Customers having an Account with RBL Bank.

3.2 Entering the wrong MPIN thrice will block the Application and the Customer should re register for the services as per the procedure laid down for the same.

3.3 Any change in the business rules of any of the processes will be notified on Bank's website, which will be construed as sufficient notice to the Customer.

3.4 RBL Bank reserves the right to reject a Customer's request for the Application without assigning any reasons. The services offered under the Application will be automatically terminated if the primary account linked for the Application is closed. RBL Bank may also terminate or suspend the services without prior notice if the Customer has violated the terms and conditions laid down by the Bank or on the death of the Customer when brought to the notice of RBL Bank.

4. Usage of service on Application:

By accepting the terms and conditions on the mobile phone while registering for the Application, the Customer:

4.1 Agrees to use the Application for financial and non-financial transactions offered by RBL Bank from time to time.

4.2 Also irrevocably authorizes RBL Bank to debit the Accounts which have been enabled for Application for all transactions/services undertaken by using MPIN.

4.3 Authorizes RBL Bank to map the account number, User ID and Mobile Phone Number for the smooth operation of the Application and to preserve the mapping record in its own server or server of any other third party and to use such data at its discretion for providing/enhancing further banking/technology products that it may offer.

4.4 Agrees that he/ she is aware and accepts that Application offered by RBL Bank will enable him/her to transact using MPIN within the limit prescribed by RBL Bank and will be deemed as bonafide transaction.

4.5 Agrees that the transactions originated using the mobile phones are non-retractable as these are instantaneous/real time.

4.6 Understands and explicitly agrees that RBL Bank has the absolute and unfettered right to revise the prescribed ceilings from time to time which will be binding upon him/her.

4.7 Agrees to use the Application on a mobile phone properly and validly registered in his/her name only with the Mobile Service Provider and undertakes to use the Application only through the registered Mobile Number.

4.8 Agrees that while the Information Technology Act , 2000 ("Act") prescribes that a subscriber may authenticate an electronic record by affixing his digital signature which has been given legal recognition under the Act, RBL Bank is authenticating the Customer by using Mobile Number, MPIN or any other method decided at the discretion of RBL Bank which may not be recognized under the Act for authentication of electronic records and this is acceptable and binding to the Customer and hence the Customer is solely responsible for maintenance of the secrecy and confidentiality of the MPIN without any liability to RBL Bank.

5. Others

5.1 The Customer shall be required to acquaint himself/herself with the process for using the Facility and that he/she shall be responsible for any error made while using the Facility.

5.2 The instructions of the Customer shall be effected only after authentication under his/her USER ID and MPIN or through any other mode of verification as may be stipulated at the discretion of RBL Bank including Biometrics Authentication (For the purpose of these Terms and Conditions Biometrics

Authentication shall mean and include figure prints, face recognition and retina recognition of the USER/ Customer)

5.3 While it shall be the endeavor of RBL Bank to carry out the instructions received from the Customers promptly, it shall not be responsible for the delay/ failure in carrying out the instructions due to any reasons whatsoever including failure of operational system or due to any requirement of law. The Customer expressly authorizes RBL Bank to access his/her account information required for offering the services under the Facility and also to share the information regarding his/ her accounts with the service provider/ third party as may be required to provide the services under the Facility.

5.4 The transactional details will be recorded by RBL Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.

5.5 The Customer hereby authorizes RBL Bank or its agents to send promotional messages including the products of RBL Bank, greetings, or any other messages RBL Bank may consider from time to time.

5.6 The Customer understands that RBL Bank may send "rejection" or "cannot process" the request messages for the service request(s) sent by the Customer which could not be executed for any reason.

5.7 The Customer expressly authorizes RBL Bank to carry out all requests/ transactions purporting to have been received from his/ her mobile phone and authenticated with his/ her MPIN. In the case of payment facilities like mobile top up, bill payment, etc, the customer shall be deemed to have expressly authorised RBL Bank to make the payment when a request is received from him/ her.

5.8 It is the responsibility of the Customer to advise RBL Bank of any change in his mobile number or loss/ theft of mobile phone by adopting the procedure laid down by RBL Bank for the purpose.

5.9 The Telecom Service provider of the customer may levy charges for each SMS/ dial/GPRS and RBL Bank is not liable for any dispute that may arise between such telecom service provider and the Customer.

5.10 Customer need not type One Time Password (OTP) any more as we have an OTP auto read functionality available in the Application. Customer agrees to use this functionality at his / her own consent.

6. Fee structure for the Application:

RBL Bank reserves the right to charge the Customer a fee for the use of the services provided under the Application and change the fee structure at its discretion. Display of such charges on Bank's websites would serve as sufficient notice and the same is binding on the customer.

7. Accuracy of Information:

7.1 It is the responsibility of the Customer to provide correct information to the Bank through the use of the Application or any other method. In case of any discrepancy in this information, the Customer understands that RBL Bank will not be in any way responsible for action taken based on the information. RBL Bank will endeavor to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.

7.2 The Customer understands that RBL Bank will try, to the best of its ability and effort, to provide accurate information and shall not hold RBL Bank responsible for any errors or omissions that may occur due to reasons beyond the control of RBL Bank.

7.3 The Customer accepts that RBL Bank shall not be responsible for any errors which may occur in spite of the steps taken by RBL Bank to ensure the accuracy of the information and shall not have any claim against RBL Bank in an event of any loss/ damage suffered as a consequence of an information provided by RBL Bank found to be not correct.

8. Responsibilities and obligations of the Customer

8.1 The Customer will be responsible for all transactions, including unauthorised /erroneous/ wrong/ incorrect/mistaken/false transactions made through the use of his/ her mobile phone, SIM card and

MPIN, regardless of whether such transactions are in fact entered into or authorized by him/ her. The Customer will be responsible for the loss/damage, if any suffered in respect of all such transactions.

8.2 The Customer shall take all possible steps to ensure that the Application and his/her mobile phone are not shared with anyone and shall take immediate action to de-register from the Application as per procedure laid down in case of misuse/ theft/loss of the mobile phone or SIM card.

8.3 The Customer will use the services offered under the Application using the MPIN in accordance with the procedure as laid down by RBL Bank from time to time, including the terms and conditions contained herein.

8.4 The Customer shall keep the USER ID and MPIN confidential and will not disclose these to any other person or will not record them in a way that would compromise the confidentiality of the same or the security of the service.

8.5 It will be the responsibility of the Customer to notify RBL Bank immediately if he/ she suspect the misuse of the MPIN. He will also immediately initiate the necessary steps to change his MPIN.

8.6 If the mobile phone or SIM is lost, the user must immediately take action to de-register from the Application by calling the call center support on the following number.

8.7 The Customer accepts that any valid transaction originating from the USER ID and / or registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by the MPIN is duly and legally authorized by the Customer.

8.8 The Customer shall keep himself/herself updated with regard to any information/ modification relating to the services offered under the Application which would be publicized on the Bank's websites and at the branches and would be responsible for taking note of / compliance of such information/ modifications in making use of the Application.

8.9 The Customer shall be liable for all loss or breach of the Terms and Conditions contained herein or contributed or caused the loss by negligent actions or a failure to advise RBL Bank within a reasonable time about any unauthorised access in the Account.

8.10 The Customer shall be liable and responsible for all legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/mobile phone through which the facility is availed and RBL Bank does not accept/ acknowledge any responsibility in this regard.

9. Disclaimer

9.1 RBL Bank, when acting in good faith, shall be absolved of any liability in case: RBL Bank is unable to receive or execute any of the requests from the Customer or there is loss of information during processing or transmission or any unauthorized access by any other person or breach of confidentiality or due to reasons beyond the control of RBL Bank. There is any kind of loss, direct or indirect, incurred by the Customer or any other person due to any failure or lapse in the Facility which are beyond the control of RBL Bank. There is any failure or delay in transmitting of information or there is any error or inaccuracy of information or any other consequence arising from any cause beyond the control of RBL Bank which may include technology failure, mechanical breakdown, power disruption, etc. There is any lapse or failure on the part of the service providers or any third party affecting the said transaction on the Application and that RBL Bank makes no warranty as to the quality of the service provided by any such provider.

9.2 RBL Bank, its employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the Customer or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of RBL Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the Customer and the network of any service provider and RBL

Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, RBL Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Application.

9.3 RBL Bank will not be responsible if the Application is not compatible with/ does not work on the mobile handset of the Customer.

10. Indemnity:

In consideration of the Bank providing the services on the Application, the Customer agrees to indemnify and hold RBL Bank harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which RBL Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services provided to the Customer pursuant hereto. The Customer shall indemnify RBL Bank for unauthorized access by any third party to any information/instructions/triggers given by the Customer or breach of confidentiality.

12. Disclosure of Information:

Customer hereby irrevocably agrees to and consents that the Bank may disclose at any time and share with or in any manner make available to any agencies, bureaus, affiliate companies, firms, associations, corporate bodies and other persons including any outside agencies any information of the Customer as may be required in strict confidence. Customer further agrees that the Bank may hold and process his personal information on computer or otherwise in connection with any service for statistical analysis and credit scoring. The Customer also agrees that the Bank may disclose in strict confidence to other institutions such personal information as may be necessary for reasons inclusive but not limited to, participation in any telecommunication or electronic clearing network, and/ or as necessary for compliance with any legal or regulatory directive/instruction e.g. for credit rating by a credit rating agency or for fraud prevention purposes etc.

13. Governing Law & Jurisdictions

The Facility and the terms and conditions of the same are governed by the applicable laws in India. Any dispute or claim pertain to the Facility and /or the terms and conditions herein are subject to the exclusive jurisdictions of competent courts/tribunals/forums in Mumbai and the Customer agrees to such exclusive jurisdictions in Mumbai.

14. Terms and Conditions for the use of the RBL Biometrics/Face ID sensor login service ("Facility")

14.1. By opting in for the Facility, where in you may use your biometrics/face id registered on a permitted mobile device in lieu of your RBL MPIN as a security code to confirm your identity to access the Application.

14.2. You acknowledge and agree that in order to use the Facility:

- a. You must be a valid user and Cardmember;
- b. You must install our mobile app using a permitted mobile device.
- c. You will need to activate the biometrics recognition, face id recognition function on your permitted mobile device and register at least one of your biometrics to control access to the permitted mobile device;
- d. The biometrics stored on your permitted mobile device will be a security code;
- e. You must ensure that only your biometrics are stored on your permitted mobile device to access the device and you understand that any biometrics that is stored on your permitted mobile device can be used to access the Application including access to your accounts; and

- f. You should ensure the security of the security codes as well as the password or code that you can use to register your biometrics on the permitted mobile device.

14.3. You may still choose to access the mobile app using your RBL mobile banking MPIN.

14.4. Each time the Application detects the use of a biometrics registered on a permitted mobile device on which you have registered for the Facility to access the Application or authorize transactions, you are deemed to have accessed the Application or mobile banking service and/or instructed us to perform such transactions as the case may be.

14.5. You acknowledge that the authentication is performed by the Application by interfacing with the fingerprint authentication module on the permitted mobile device and that you agree to the authentication process.

14.6. You can deactivate the biometrics login/ face id recognition service at any time using the Slide button available in "Finger Print Access" under "More" on the right bottom post logging in.

14.7. If you inform us that the security of your fingerprints/face id recognition or other security code has been compromised, we may require you to change the security code, re-register your fingerprints or cease the use of the Facility.

14.8. You acknowledge and agree that, for the purposes of the Facility, the mobile app will be accessing the biometrics/face id registered in your permitted mobile device, and you hereby consent to the Bank accessing and using such information for the provision of the Facility.

14.9. You understand the need to protect your permitted mobile device and shall be responsible for all use of your permitted mobile device (whether authorised by you or otherwise) to access the Facility.

14.10. You understand that the biometrics/face id authentication module of the permitted mobile device is not provided by the Bank, and we make no representation or warranty as to the security of the Biometrics authentication function of any permitted mobile device and whether it works in the way that the manufacturer of the device represents.

14.11. We do not represent or warrant that the Facility will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that we may offer from time to time. You are advised to disable the biometrics of any other person on the device and proceed.