

COUNTRY SCHEDULE INDIA

1. APPLICATION

- 1.1** This document constitutes a Country Schedule as referred to in the ANZ General Banking Conditions and sets out country-specific terms on which the Bank provides its Customer with one or more Accounts or Services in India.
- 1.2** This Country Schedule supplements the ANZ General Banking Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule which supplements the ANZ General Banking Conditions.

2. ANZ GENERAL BANKING CONDITIONS

- 2.1 Minimum Balances.** The Customer shall be responsible for maintaining any minimum balance prescribed by the Bank for any Account. Failure to maintain such minimum balance may attract service charges and such charges may be deducted by the Bank from the Account.
- 2.2 Foreign Exchange Transactions.** The Bank shall not be obliged to carry out any currency conversion or remittance in connection with the operation of an Account or the provision of a Service if and to the extent it is not permitted under applicable Law. Where such currency conversion or remittance is not permitted under applicable Law, the Bank may, without prejudice to any of its other rights under the Agreement, take such alternative action as it determines is appropriate. The Customer undertakes and warrants to the Bank that any Instruction it gives to the Bank in respect of any currency conversion or remittance would not, if complied with, result in any breach of applicable Law.
- 2.3 Disclosure of Information.** The Bank may disclose any relevant information to the Credit Information Bureau (India) Limited ("CIBIL") and/or any other agency authorised by the Reserve Bank of India ("Other Agency"), as and when it deems appropriate and necessary and in accordance with normal banking practices in India. The Customer agrees that CIBIL or any Other Agency may use and process the Customer's information as it deems fit and may provide such processed information to any financial institutions and/or any other persons as may be specified by the Reserve Bank of India. This paragraph is in addition to and does not limit any rights of the Bank to make disclosures under the Disclosure of Information in clause 9 of the Condition.
- 2.4 Disclosure of Sensitive and Personal Information**
- When the Customer deals with the Bank, the Bank is likely to collect and use some information about an Agent or an Authorised Person or User which identifies an individual ("Sensitive and Personal Information") to provide the Customer with the Service. The Bank may collect and disclose the Sensitive and Personal Information to:
- provide the Customer with information about a Service,
 - (b) consider the Customer's request for a Service,
 - (c) provide the Customer with a Service,
 - (d) inform the Customer about other services offered by the Bank,
 - (e) assist in arrangements with other organisations in relation to the promotion and provision of a Service,
 - (f) perform administrative and operational tasks (including risk management, debt collection, systems development and testing, credit scoring, staff training and market or customer satisfaction research),

- (g) prevent or investigate any fraud or crime (or a suspected fraud or crime) and (h) as required by relevant laws, regulations, codes and external payment systems.

The Customer represents that the Customer has requisite authority and permission to disclose the Sensitive and Personal Information in accordance with clause 9 of the Conditions.

- 2.5 Agreement.** For the avoidance of doubt, the terms and conditions applicable to any Service include both the Conditions and the terms of the applicable Service Schedule, Country Schedule and Counterparty Schedule.
- 2.6 Governing Law and Jurisdiction.** The Governing Law and Jurisdiction clause shall be substituted with the following:
- In so far as this Agreement addresses matters connected with the operation of an Account or the provision of a Service, all matters arising from or connected with them are governed by Indian laws. The parties submit to the non-exclusive jurisdiction of the courts and tribunals where the Account is opened or where the Service is provided (the "Relevant Jurisdiction").
- 2.7 Further Assurances.** New "Further Assurance" shall be added after the Service of Process clause:

The Customer will do all such acts and deeds which are reasonably required by the Bank, such as obtaining any consents, executing and delivering any documents, procuring any third party to give any consents or do any acts or deeds including getting documents completed and signed, and make any filings, in relation to the provision of the Services.

3. COLLECTION SERVICE AND PAYMENT SERVICE SCHEDULE

The following clauses shall be read in addition to the clauses mentioned in the Collections Service and Payment Service Schedule.

3.1 Risks in respect of Correspondent and Third Party

- (a) The Customer understands that the Cash Collection Service, Cheque Collection Service, Cash Delivery Service shall be offered through a Third Party or Correspondent acting as Bank's agent.
- (b) The Customer will be responsible to verify the identity of the Third Party or Correspondent or any of its employees while availing of the Cash Collection Service or Cheque Collection Service or Cash Delivery Service according to the details specified by the Bank. The Bank is not responsible to the Customer or any Agent for any Loss suffered or incurred or which may arise directly or indirectly as a result of incorrect verification of the Third Party or any of its employees.
- (c) The Customer acknowledges, understands and agrees that the providing of the Cash Collection Service or Cheque Collection Service or Cash Delivery Service does not entail any legal or financial liability on the Bank or the Correspondent or Third Party for failure to offer the Cash Collection Service or Cheque Collection Service or Cash Delivery Service due to any of the Force Majeure Event. The Customer acknowledges,

understands and agrees that these Services are a mere extension of banking services that would be offered at the Bank's branch and Bank's liability is the same as if such transactions were conducted at its branch. These Services are a convenience offered by the Bank to the Customer and the Bank will not be responsible or liable for any Loss suffered and or incurred by the Customer due to delay in providing these Services.

- (d) In connection with any Cash Collection Service or Cheque Collection Service or Cash Delivery Service, the Customer understands that from the period where the Instruments or cash are collected by the Correspondent or Third Parties, to the time such collected Instruments or cash are delivered to the Bank or the Correspondent or Third Parties the Instruments or cash so collected will be exposed to numerous risks including but not limited to loss in transit, robbery, accident, damage to cash. The Customer agrees that while the Bank or the Correspondent or Third Parties will use best efforts to minimize such risk, the risk is the sole responsibility of the Customer. In this regard, the Customer agrees not to make any claim against the Bank or Correspondent or Third Party for any damages or other liabilities connected with or arising from such risks. The Bank may, at the request of the Customer, obtain any insurance policy in respect of such risk, at the cost and expense of the Customer.

3.2 Process for Cheque Collection and Cash Collection Services:

- (a) On receipt of an Instruction from the Customer, the Bank may arrange for the collection of any Instrument or cash from a Collection Location. Any Instruction will in the minimum specify:
- (i) the Account to be credited or debited (as the case may be) along with the date of the Instrument;
 - (ii) the Collection Location;
 - (iii) the date from which cash or Instrument, as the case may be is to be collected (Collection Date); and
 - (iv) the Authorised Person of the Customer, authorized to inter alia hand over the Instruments or cash at the Collection Location.
- (b) The Bank may require the Customer to provide other documents, including sending a letter addressed to the Bank, signed by the Authorised Person, nominating Authorised Persons who have the authority to make any dealings regarding the Services. This letter will also contain the name, designation and specimen signature of the Authorised Persons. The Bank is authorised to provide this letter to any Correspondent and/or Third Party.
- (c) When the Customer has complied with all of the Bank's requirements, to the satisfaction and acceptance of the Bank, then only will the Customer receive from the Bank a one-time letter informing the Customer about the details of the Third Party or the Correspondent that will collect the Instruments or cash at the Collection Location, and any additional terms and conditions that the Bank may apply to the provision of this Service (Activation Letter).
- (d) Prior to handing over the Instruments or cash to the Third Party or Correspondent or such other person specified in the Activation Letter, the Authorised Person shall follow the identification procedures prescribed by the Bank or Correspondent or Third Party in the Activation Letter or advised otherwise, and hand over the Instruments or cash only after due completion of all stipulated identification procedures.
- (e) The Instruments or cash will be handed over to the Third Party or the Correspondent or such other persons specified in the Activation Letter against a set of fully completed deposit slips prepared by the Customer.

The relevant copies will be marked as 'Bank copy' or 'Customer copy' or as applicable. After receiving the duly acknowledged Customer copy of the deposit slip, in addition to the verification and other procedures agreed in the Activation Letter, the Customer shall be required to insist on seeing the 'Run Sheet' of the Third Party or the Correspondent. The Authorised Person shall be required to fill in the relevant particulars and will ensure that the Run Sheet is then signed and stamped (as applicable).

3.3 Acknowledgement

The Bank will provide a duly acknowledged receipt (Acknowledgment Receipt) for the Instruments collected from the Collection Location to the Third Party or Correspondent for the purpose of delivering to the Customer this Acknowledgement Receipt will be delivered by the Third Party or the Correspondent on the next Collection Date.

3.4 Specific Requirements for Instrument Collection

The Bank will accept only such Instruments for collections which are marked as "account payee". The Customer will ensure that bearer cheques are not delivered to the Bank for collection by the Customer or by the Authorised Person or any other person acting on the Customer's behalf. In the event the Bank receives bearer cheques, these would be returned to the Customer.

3.5 Crediting of Collected Instruments

The Bank will use reasonable endeavours to ensure that the Account is credited with the Instruments or cash received as soon as reasonably practicable and in accordance with any RBI directives in this connection and any internal policy.

3.6 Invalid Instruments

- (a) The Customer agrees that any credit to the Account of the Customer will not include any Invalid Instruments.
- (b) The Customer further agrees that it will only submit for collection Instruments that are in favour of its own Account as per the name of the Account corresponding to the account number allocated to the Customer and that it is bound by all such requirements under the Negotiable Instrument Act, 1881 (NI Act) and all such amendment effected under the NI Act from time to time. If the Bank determines that any Instrument collected for the Customer was not obtained lawfully and that the Bank may be subject to a claim from the rightful owner of the Instruments or any other party in respect thereof, the Customer agrees to repay to the Bank on demand the amount of the cheques together with interest at the default rate prescribed by the Bank from time to time. The Customer shall be responsible for all costs and expenses, in connection with the Bank keeping the Instruments.
- (c) The Bank will notify the Customer if it receives an Invalid Instrument and will, at the request of the Customer, arrange to have such Invalid Instruments delivered to the Customer along with the reasons. The Customer authorises the Bank to reverse any transaction in the Account of the Customer (if credit has already been given), including but not limited to, any credit given against such Invalid Instrument, any interest paid.

3.7 Specific requirements for Cash Collection Services:

The Cash Collection will cover collection of currency notes in Indian Rupees or such other currency as offered in the Bank's sole discretion. The Bank or Correspondent will accept only unstapled currency as per the guidelines issued by the RBI.

For Cash Collection Services:

- (a) The Customer will ensure that it has a sufficient number of self-carbonated 3 ply deposit slips.

Cash Bundles

- (a) The Customer will divide the cash to be collected into separate bundles for each denomination of currency notes. Each bundle will consist of one hundred notes of the same denomination (collectively, Cash Bundles and each a Cash Bundle). Any cash not included in a Cash Bundle will be treated as loose cash. The Third Party or the Correspondent will count the loose cash and the number of Cash Bundles and record the total amount on a prescribed form (Cash Pickup Slip). The number of notes in each Cash Bundle will not be counted by the Third Party or the Correspondent at the relevant Collection Location. The Third Party or the Correspondent will provide one copy of the Cash Pickup Slip to the Authorised Person of the Customer at the Collection Location, as an acknowledgement of the cash received and will transport the cash to any Bank location or such other location as may be prescribed by the Bank from time to time for processing, counting and disposal of the collected cash.
- (b) A duly completed deposit slip should also accompany each Cash Bundle indicating the value and denominations of the collected cash placed in such Cash Bundle.

Threshold Amounts

- (a) The minimum and maximum values of cash that the Customer can request the Bank to collect on a daily or on any other periodic basis will be mutually agreed between the Customer and the Bank from time to time (Threshold Amounts).
- (b) The Bank reserves the right to increase or decrease the Threshold Amounts from time to time, which increase or decrease shall be duly notified to the Customer.
- (c) On a special case-by-case basis, the Customer may request and the Bank may, at its sole discretion, collect cash greater or lesser than the applicable Threshold Amounts.
- (d) The Customer has the sole responsibility to ensure that the cash collected at any Collection Location does not exceed the Threshold Amount. The Customer acknowledges and agrees that the Bank shall be entitled to levy additional fees should the cash collected exceed the Threshold Amount.

Importance of the Deposit Slip and Print-out of Instructions

- (a) The Customer understands and acknowledges that the receipt of the Deposit Slip and the print-out of the Instruction (signed by such Authorised Person) is critical for the Bank. In the absence of any Deposit Slip or if the Deposit Slip is not duly executed, or in the absence of the print-out of the Instruction, the Bank is entitled to suspend the crediting of the cash collected to the Account of the Customer.
- (b) In such case, Bank will inform the Customer and will cooperate with the Customer to obtain duly executed Deposit Slip and/or the print-out of the Instruction. However, until the receipt of the duly executed or completed Deposit Slip and/or the print-out of the Instruction, Bank is entitled to refrain from crediting the cash collected to the Account of the Customer.
- (c) The denomination of cash or coins to be collected by the Correspondent or Third Party as part of this Service will be mutually agreed from time to time between the Customer and the Bank.

3.8 Business Day

The Customer will ensure that the collection is on a Business Day. If the collection is not on a Business Day, then the next occurring Business Day will be deemed to be the Collection Date.

3.9 Verification

The Correspondent or Third Party will not verify the authenticity or the validity of the Instruments or cash collected, at the Collection Location or any other premises of the Customer. Verification will only take place on receipt of the Instruments or cash at the premises of the Correspondent or Third Party or any other location that the Bank may prescribe in relation to the performance of this Service.

4. CHEQUE PURCHASE

4.1 The Customer may request the Bank to purchase any local or outstation Instrument collected or to be collected by the Bank. For such Instruments, the Customer will follow the above procedure applicable for collection of Instruments for providing Instruments that are to be purchased.

4.2 Only Instruments that have been collected or are to be collected by the Correspondent or Third Party, but are still subject to clearing or are to be cleared at any future date, will be eligible for purchase. For purchase of any Instrument, the Customer will have to provide a specific Instruction to the Bank, specifying in the minimum:

- (a) the Account to be credited;
- (b) the clearing date of the Instrument;
- (c) the number of days for which the credit against the value of the Instrument has to be provided; and
- (d) any other details the Bank may require for the provision of this Service.

4.3 The Bank may provide this Service at its sole discretion and subject to any RBI directive in this regard and any internal policy including any threshold applicable to the provision of such Service.

4.4 Terms of Provision of Cheque Purchase Service

- (a) The provision of this Service is subject to the arrangement (including any additional terms) mutually agreed between the Customer and Bank from time to time.
- (b) The value of the credit provided to the Account against the value of the Instrument is subject to any limits (including on value of credit provided) that may be advised by the Bank to the Customer or as may be mutually agreed between the Customer and the Bank from time to time.
- (c) On receipt of an Instruction for purchase of any Instrument, the Bank will, on the basis of the number of days for which the credit against the Instrument has to be provided, credit the Account.
- (d) The credit provided to the Account is subject to any charges that may be levied by the Bank, including charges/ fees for the number of days for which credit against an Instrument has to be provided, any service charges, interest charged for the days for which credit is provided to the Customer against the Instrument to be purchased etc. (collectively, the Service Charges).
- (e) On effecting any credit or debit (as the case may be) against the Account, the Bank will intimate the Customer in accordance with its standard practice or as may be mutually agreed with the Customer.
- (f) By availing this Service, the Customer authorises the Bank to debit its Account against the value of the Service Charges and the value of the credit provided by the Bank against the Instrument, whether upfront prior to the clearing date of the Instrument purchased or when funds are actually credited by the Bank to the Account.

4.5 Stop Processing

After collection of the Instrument, if the Instrument is found to be incorrectly executed, or has become stale or suffers

physical damage due to wear and tear, the Bank will notify the Customer accordingly and unless the Customer submits a fresh Instrument, the Bank will not process such Instruments.

4.6 Invalid Instruments and Rejection/ Non-Clearing

- (a) If any Instrument against which credit has been provided by the Bank is rendered an Invalid Instrument or is rejected at the time of clearing for any other reason whatsoever, the Bank will inform the Customer about such rejection or non-clearing of the Instrument.
- (b) In providing information regarding the rejection/ non-clearing of the Instrument, the Bank will provide the Customer details including: (a) the amount of credit given by the Bank to the Account of the Customer against the value of the Instrument; (b) the reason for rejection/ non-clearing; and (c) any other details the Bank is required to provide pursuant to applicable law or as may be mutually agreed with the Customer.
- (c) When an Instrument is rejected or is not cleared, the Customer authorises the Bank to effect such reversal of credit from the Customer's Account.
- (d) The Bank may refrain from debiting the Account against the amount of credit provided against the Instrument or requiring it to return/ refund of amount credited against any purchased Instrument, if, at the time of notification of rejection/ non-clearing the Customer agrees to provide a fresh Instrument or the drawee bank's (in respect of the Instrument) certificate for the original value of the Instrument. Such fresh Instrument/ drawee bank's certificate must be provided within the time period specified by the Bank.

5. VIRTUAL ACCOUNTS

The Virtual Account clause in the Collections Service Schedule shall be substituted with the following -

- (a) A virtual account is a non-transactional account opened at the request of Customer, as submitted to the Bank from time to time, to capture reference of certain payors in relation to the Customer.
- (b) On request by the Customer, in a form and manner acceptable to the Bank, the Bank will:
 - (i) credit payments by various payors into the Customer's Account; and
 - (ii) provide information regarding the credit made by various payors into the Customer's Account.
- (c) The Customer is solely responsible for ensuring that payments by a payor are designated with the relevant virtual account number.
- (d) The Customer's instructions must be, if required by the Bank, encrypted before submission to the Bank and the Customer takes sole responsibility for the integrity and security of the Customer Instructions prior to their receipt by the Bank. However, no instructions by the Customer pertaining to any payments or fund transfer shall be issued via email.

6. LIQUIDITY SERVICE SCHEDULE

The Bank does not offer the following Services in India:

- (a) Cross border Sweep Services or
- (b) Interest Optimisation Services or
- (c) Notional Pooling Services.

7. SWEEP SERVICE

- 7.1 The Customer and Participants (as defined in the application form) may use the Sweep Service to provide liquidity within the group companies subject to compliance with all applicable laws and regulations

including but not limited to Companies Act 2013 and subject to the terms and conditions mentioned hereunder.

7.2 Scope of Sweep Service

Sweep Service will be available only for sweep in and sweep out in Indian rupees.

7.3 Operation of the Service

- (a) Notwithstanding the irrevocable Instruction from each Participant, where no overdraft had been provided by the Bank to any of the Participant, the Bank does not owe any obligation to any Participant to transfer or pay any amount to the extent that the aggregate of those amounts exceeds the Cleared Funds.
- (b) The Bank may at its sole discretion extend credit facilities to any of the Participants to enable the operation of the Service and any credit facilities extended by the Bank to any Participants shall be governed by the terms and conditions for credit facilities as stipulated by the Bank.
- (c) If any cheque or other payment order presented for collection to the credit of any Participant Account is dishonoured for any reason after the completion of any transfer above, then the Bank may debit, from the Participant's Account, an amount equal to the amount of the dishonoured cheque or payment.
- (d) Except as expressly provided herein or agreed otherwise, the Bank may compute and apportion, for the Participant, interest (positive or negative) and other earnings or costs in relation to Participant Account or the Service. The Customer shall be solely responsible for such computations and apportionments and their consequences. The Bank shall provide this service on a best effort basis and shall not be liable for any errors in the computation of interest.
- (e) Each Participant acknowledges that the Sweep Service is in the nature of intercompany loans and shall ensure that the transactions are for legitimate corporate interests and in accordance with all laws, regulations, guidelines including but not limited to guidelines from RBI, Companies Act and rules thereto. All transactions under the Sweep Service shall be enforceable against each Participant at all times.

8. APPLICATION PROGRAMMING INTERFACE (API)

- 8.1 For the purpose of the Agreement:
 - (a) An API means an Application Programming Interface;
 - (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
 - (c) any reference to Host-to-Host in the Agreement shall include an API.
- 8.2 In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service.

SERVICE SCHEDULE - UNIFIED PAYMENTS INTERFACE AND MOBILE POINT OF SALE MACHINES - INDIA

1. APPLICATION

- 1.1 This document constitutes a Service Schedule as referred to in the Conditions. The terms of this Service Schedule apply where the Bank provides the applicable Service to the Customer in India.
- 1.2 This Service Schedule supplements the Conditions and the Country Schedule for India. Unless defined in this Service Schedule, capitalised terms used in this Service Schedule have the meanings given to them in the Definitions Schedule.

2. DEFINITIONS

- 2.1 **UPI Service** means the payment collection facility provided by the Bank (through a Third Party) to the Customer enabling such Customer to securely accept payments from a client of the Customer ("Client") by utilising the Unified Payments Interface ("UPI") rails of National Payments Corporation of India ("NPCI"). It is clarified that the Client can make the payment using a UPI ID or Quick Response Code ("QR Code").
- 2.2 **UPI ID** means the virtual payment address assigned to the Customer (as per the UPI rules/ guidelines issued by the NPCI) that shall be used by the Customer to authenticate all UPI transactions, e.g. ANZ####@abcbank, where 'ANZ####' is referred to as the "Identifier" and '@abcbank' or such other handle as maybe assigned by the Third Party bank, is referred to as the "Handle".
- 2.3 **Mobile Point of Sale/ mPOS** means the electronic data capture (EDC) terminals deployed by the Bank (through a Third Party) at the premises of the Customer, which also includes printers, other peripherals and accessories, including the pin entry pads and the software contained in such EDC terminals.
- 2.4 **mPOS Service** means the facility provided by the Bank (through a Third Party) that enables the Clients of the Customer to make payments by using a debit or credit card on the mPOS and includes the provision of mPOS (by the Third Party) at the premises of the Customer.

3. UPI SERVICE

- 3.1 Upon successful registration for the UPI Service as per the UPI rules/ guidelines issued by the NPCI, the Customer shall be assigned a UPI ID and/ or a QR Code to accept payments from Clients using the UPI rails. For a successful UPI transaction, the Client shall have a valid UPI virtual payment address, and remit money using the Customer's UPI ID or scan the QR Code to authorise the said UPI transaction.
- 3.2 Upon successful completion of the UPI transaction, the Third Party shall collect and transmit the UPI transaction amount to the Bank's account, which will be finally transmitted to the Customer's Account.
- 3.3 Authorisations by the Customer: By registering for the UPI Service, Customer authorises the Bank:
 - (a) to record and maintain UPI transaction details, including time of transaction, remitter details/ beneficiary details, etc.;
 - (b) to link their Account with the UPI ID and to preserve the mapping record on the Bank's servers; and
 - (c) to carry out any other action that may be necessary in relation to the provision of the UPI Service.

The aforementioned authorisations may further be delegated by the Bank to any Third Party(ies) engaged by it in the process of providing the UPI Service.

3.4 Responsibilities of the Customer:

- (a) Customer shall ensure that no illegal or fraudulent transactions are initiated under the UPI Service and shall maintain and adopt all required security measures as may be required in terms of applicable law and industry practice to the satisfaction of the Bank or the Third Party.
- (b) Customer shall promptly respond to all queries, complaints, issues or disputes raised by the Clients in relation to the transaction processed under the UPI Service.
- (c) Customer shall maintain a list of queries, complaint, issues or disputes raised by the Clients in relation to the transaction processed under the UPI Service and furnish the same as and when required by the Bank or the Third Party engaged by the Bank.
- (d) Customer shall not levy any surcharge on the Client while accepting payments through UPI, either using the UPI ID or QR Code.

4. MPOS SERVICE

- 4.1 Pursuant to successful generation of a unique 'merchant ID' for the Customer, the Customer shall be able to accept payments from its Clients through debit and credit cards presented at mPOS terminals.
- 4.2 On presentation of a valid credit or debit card ("Card") by a Client, the Customer shall swipe/ dip the Card on the mPOS or take such other action stipulated by the Third Party (partnered with the Bank) for capturing the details of the valid Card. On successful completion of the Card transaction, the Third Party shall collect and transmit the transaction amount (reduced by permissible deductions towards merchant discount rate (MDR), chargebacks, etc.) to the Bank's account, which will be finally transmitted to the Customer's Account.
- 4.3 Customer shall be solely liable and responsible towards chargebacks, in the manner prescribed under the relevant card network rules and applicable laws. Bank or the Third Party, in its sole discretion, on determining that a chargeback event (as per the rules of the card network) has occurred, require the Customer to repay the amounts received in respect of a Card transaction and the Customer shall be obliged to make payment of the same. Bank shall have the right to deduct such monies towards chargebacks prior to settling the same into the Customer's Account.
- 4.4 Third Party (partnered with the Bank) shall be responsible for installation, training the Customer and onsite support regarding usage of mPOS. Customer shall follow instructions and procedure in relation to acceptance of valid Cards (including swiping/ dipping of Cards, signing of chargeslips, presentation of Cards, etc.) as maybe required by the Third Party.
- 4.5 Customer is responsible for the safekeeping, maintenance and custody of the mPOS in accordance with the instructions of the Third Party. Customer authorises the Bank and the Third Party to charge the Customer the complete cost of the mPOS in case of any damage.
- 4.6 Customer shall not levy any surcharge on the Client while accepting Card payments through the mPOS.

5. DISCLAIMER OF LIABILITY

- 5.1** Bank does not hold out any warranty and makes no representation about the quality of the UPI Service or mPOS Service. Customer agrees and acknowledges that the UPI Service and/ or the mPOS Service are provided by the Bank in conjunction with a Third Party at the Customer's specific request, and the efficiency and efficacy of such Services shall depend upon the Third Party.
- 5.2** Customer agrees and acknowledges that, under no circumstances shall the Bank be deemed to assume any responsibility or obligation or duty with respect to UPI Service or mPOS Service, of any nature or kind whatsoever, or any matter or proceedings arising out of or relating thereto.
- 5.3** Without limiting the generality of the foregoing, it is clarified that the Bank shall not be liable for:
- (a) any loss suffered by the Customer due to disclosure of personal information to a Third Party by the Bank for reasons including but not limited to provision of the UPI Service or mPOS Service, and compliance with any legal or regulatory directive/ compliance;
 - (b) any action taken by the Bank on the basis of the information furnished by the Customer, which shall be deemed to have been authorised by the Customer;
 - (c) any damages whatsoever whether such damages are direct, indirect, incidental or consequential damage, or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person or claim or dispute arising out or in connection with the UPI Service or mPOS Service;
 - (d) any loss, damage and/or claim arising out of or resulting from failure of a UPI transaction or mPOS transaction on account of time out transaction i.e. where no response is received from NPCI or the beneficiary bank, as applicable, to the transaction request or any error in the execution of the payment instruction (except to the extent the same is caused by the Bank's wilful misconduct, negligence or fraud);
 - (e) any non-response or delay in responding due to any reason whatsoever, including due to failure of operational systems or any requirement of law;
 - (f) non-availability of the UPI Service or mPOS Service in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the control of the Bank.
- 5.4** Bank shall not be liable if a transaction is cancelled/ rejected/ suspended due to any reason including but not limited to incorrect or insufficient transaction details, findings based on our internal policies, potential of payment instructions having the likelihood or potential to lead or expose us to direct or indirect loss, or any other reason as deemed appropriate. The UPI Service or mPOS Service may also be suspended by Bank (or Third Party) due to maintenance or repair work or any breakdown in the network/hardware/software, or in case of any emergency or for security reasons without prior notice and we shall not be responsible for any loss/damage suffered by you due to such suspension of the UPI Service / mPOS Service.

6. GRIEVANCE REDRESSAL

- 6.1** Customer may inform the Bank about the grievances pertaining to the UPI Service / mPOS Service to ANZ Client Services. Bank shall endeavour to resolve the same at the earliest, in accordance with its internal procedures and applicable laws. Customer shall provide requisite information and support as may be required by the Bank to answer and /or resolve any outstanding complaints, queries, issues and disputes as the case may be.

7. INDEMNITY

- 7.1** Without limiting the generality of Clause 7 (Indemnities) of the Conditions, the Customer agrees to indemnify and keep indemnified the Bank and its directors, officers, employees, agents and representatives and make good all Loss, including any legal costs on a full indemnity basis (except to the extent that such Loss was caused by the Bank's wilful misconduct, negligence or fraud) which the Bank and its directors, officers, employees, agents and representatives may suffer, incur or sustain in connection with or related to the use of UPI Service and/or mPOS Service by the Customer, irrespective of whether such Loss arises with or without the knowledge of the Customer, or whether the transaction in connection with which such Loss was initiated bona fide or otherwise. For the avoidance of doubt, this indemnity obligation is a continuing obligation on the Customer and shall survive the withdrawal, suspension, discharge or termination of such service.