



## Terms and Conditions

These terms and conditions apply to and regulate the operation of the NACH Mandates and NACH Debit transaction services offered by India Post Payments Bank ("IPPB"). These terms and conditions shall be updated and in addition to any other terms as stipulated by IPPB from time to time.

### 1) Definitions

In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise:

- a. Words "IPPB", "the Bank", refer to India Post Payments Bank Limited having its registered office at Post Office, Speed Post Centre Building, Market Road, New Delhi - 110 001, India.
- b. "Account" refers to any account of the Customer with IPPB in India, which is designated as eligible account by IPPB for the Services.
- c. "Bank" shall mean India Post Payments bank Limited.
- d. "IPPB" shall mean India Post Payments Bank Ltd.
- e. "Channels" mean various customer service medium like Customer Care Centre or Internet banking or Mobile banking or kiosk banking or SMS banking or any of IPPB's branches or outlets or any other medium as approved by IPPB, used by IPPB.
- f. "Customer" refers to any person holding an Account with IPPB.
- g. "Services" shall mean the services provided by IPPB in connection with the Account and more particularly described in these Terms.
- h. "Website" refers to the website owned, established and maintained by IPPB at the URL [www.ippbonline.com](http://www.ippbonline.com)
- i. NACH – National Automated Clearing services offered by NPCI.
- j. User Entity/ Corporate – Organization/ department/ Government who want to collect money from customers' account under NACH.
- k. Sponsor Bank – Bank of the corporate.
- l. Destination Bank – Bank of the customer.
- m. Mandate/s – Customer consent given for debit the customer's account. Modes of mandate submission are as allowed by NPCI from time to time (<https://npci.org.in/>) .
- n. Transaction – Attempt to debit the account by bank as per instruction received by corporate/ Sponsor bank.
- o. Transaction Bounce – Failure of debit attempt in customer's account.

### 2) Applicability of Terms

These terms and conditions form the contract between the Customer and IPPB. The Customer shall apply to IPPB in the prescribed form for operation of the Account and availing of the related Services. By approving NACH Mandates, the Customer acknowledges that he / she has /have read understood and accepted these terms and conditions.

### 3) NACH Mandate and Debit

National Payments Corporation of India (NPCI) has implemented “National Automated Clearing House (NACH)” for Banks, Financial Institutions, Corporates and Government a web-based solution to facilitate interbank, high volume, electronic transactions which are repetitive and periodic in nature. NACH System can be used for making bulk transactions towards distribution of subsidies, dividends, interest, salary, pension etc. and also for bulk transactions towards collection of payments pertaining to telephone, electricity, water, loans, investments in mutual funds, insurance premium etc.

The customer undertakes the following:

- a. I hereby declare that the particulars being given on this mandate are correct and complete.
- b. I am authorizing the User entity/ Corporate to debit my account, based on the instruction as agreed and authorized by me.
- c. I agree for the debit of mandate processing charges and transaction processing charges (including failed one), transaction bounce charges by bank as per the latest schedule of charges of bank (<https://www.ippbonline.com>), which may get updated from time to time.
- d. I have understood that, I am authorized to cancel/ amend this mandate by appropriately communicating the cancellation/ amendment request to User entity/ Corporate.
- e. I agree to inform the banks within 7 days in case of any discrepancies in mandates or respective debit in my account.
- f. This is to confirm that the declaration has been carefully read, understood and made by me/ us.
- g. I agree to follow the NACH Mandate Approval/ Rejection/ Updation/ Cancellation processes as defined by bank from time to time.
- h. I have understood that, NACH Mandates and its limits will be processed as per NPCI and RBI guidelines.

The Customer further undertakes as under:

- a. IPPB does not take any responsibility and will also not be liable for Customers claims, if the details provided by the customer are incorrect/ incomplete.
- b. Customer hereby gives consent to use/exchange or share their details with Government of India (GOI), Reserve Bank of India (RBI), National Payments Corporation of India (NPCI), UIDIA or any other Government or Law Agencies, as IPPB deems fit or as per requirements of Law or GOI.
- c. IPPB does not take any responsibility, and will also not be liable, for claims, if the details provided by the customer are incorrect/incomplete.
- d. The customer agrees to use the OTP facility for financial and non-financial transactions offered by the Bank from time to time. The customer agrees to share OTP to the Bank’s representative in case of assisted mode of transactions. The Bank takes no responsibility whatsoever in case of failure on behalf of the Customer to correctly enter the OTP by the Bank’s representative. Furthermore, the Bank is not responsible in cases of negligence on the part of the Customer to safeguard the Password/OTP/PIN, or in case of any misuse/ interception of the Password/PIN/OTP by any unauthorized party. The Customer will keep the password/OTP/PIN confidential and will not disclose these to any other person in case of self-initiated transactions through self-assisted mode. The Customer is to also make certain that any OTP/Password/PIN sent by the Bank for a particular financial/ nonfinancial transaction, is used for that transaction only (as authorized by the Customer).
- e. The Bank reserves the right to reject a Customer’s request for performing transactions based on OTP without assigning any reasons.
- f. It shall be the Bank’s endeavour to give a reasonable notice for withdrawal or termination of the facility, but the Bank may at its discretion withdraw temporarily or terminate the facility, either wholly or partially, anytime without giving prior notice to the Customer. The facility may be

suspended for any maintenance or repair work for any breakdown in the Hardware/ Software of the Bank, any emergency or security reasons without prior notice and the bank shall not be responsible if such an action has to be taken for reasons of security or emergency.

- g. The customer also irrevocably authorizes the Bank to debit the Accounts for all transactions/ services undertaken by using OTP/password/PIN.
- h. The customer agrees that he/ she is aware and accepts that the Bank will enable him/ her to transact using OTP/Password/Pin and will be deemed as bonafide transaction.
- i. The customer agrees that the transactions originated using the OTP/password/PIN mobile phones are nonretractable as these are instantaneous/ real time. The customer also agrees to use the facility on mobile phone properly and undertakes to use the Facility only through mobile phone number which has been used to register for the Services offered by the Bank.
- j. The Customer shall be required to acquaint himself/ herself with the process for using the Facility/ Services and that he/ she shall be responsible for any error made while using the Facility/ Services.
- k. The instructions of the Customer shall be effected only after authentication under his/ her OTP/password/PIN
- l. While it shall be the endeavour of the Bank to carry out the instructions received from the Customer 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 the 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.
- m. The transactional details will be recorded by the Bank and these records will be regarded as conclusive proof of the authenticity and accuracy of transactions.
- n. It is the responsibility of the Customer to provide correct information to the Bank through the use of the Facility or any other method. In case of any discrepancy in this information, the Customer understands that the Bank will not be in any way responsible for action taken based on the information. The Bank will endeavour to correct the error promptly wherever possible on a best effort basis, if the customer reports such error in information.
- o. The Customer accepts that the Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss/ damage suffered as a consequence of an information provided by the Bank found to be not correct.
- p. The Customer will use the services offered in accordance with the procedure as laid down by the Bank from time to time, including the terms and conditions contained herein.
- q. It will be the responsibility of the Customer to notify the Bank immediately if Customer suspect the misuse of the OTP/password/PIN.
- r. The Customer accepts that any valid transaction originating from the OTP/password/PIN generated/ Mandate forwarded at registered mobile phone number shall be assumed to have been initiated by the Customer and any transaction authorized by usage of the OTP/password/PIN is duly and legally authorized by the Customer.
- s. The Customer shall keep himself/ herself updated with regard to any information/ modification relating to the services offered under the Facility 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 Facility.
- t. 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 the Bank within a reasonable time about any unauthorised access in the account.

- u. 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 the Bank does not accept/ acknowledge any responsibility in this regard.
- v. The Customer understands that the Bank will try, to the best of its ability and effort, to provide accurate information. The Bank assumes no responsibility in case of any failure in the transaction on account of any problem with the Customer's mobile network or any other issue in the device or the SIM card of the Customer, as these are factors over which the Bank has no control.
- w. The Customer is required to keep his/ her mobile phone and SIM card active, safe and in his/ her possession at all times. In case of any loss or theft of the device and/ or SIM card.
- x. The Bank is not responsible for any unauthorized use of the phone or SIM card as a result of loss or theft. The Customer is responsible for the mobile phone and the data therein, as well as keeping the Passwords/OTP/PIN and usage thereof, confidential at all times, and shall ensure that neither device nor data is shared with another party under any circumstances (either deliberately or accidentally). The Customer may not record any sensitive information related to his account with the Bank, in any form that would be intelligible or otherwise accessible to any third party, if access is gained to such a record, whether legally or illegally. The Customer shall not duplicate the data in the mobile phone or save such data in any way or form, except for purposes as permitted or required by the Bank and in accordance with applicable law.
- y. 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 and/or mobile number 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.

#### 4) Disclosure

- a. The Customer hereby irrevocably authorizes IPPB to disclose, as and when IPPB is required to do so by applicable law or when IPPB regards such disclosure as necessary or expedient (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from IPPB whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:-
  - i. The Corporate Office, affiliates or any other branches or subsidiaries of IPPB;
  - ii. his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to the Bank;
  - iii. Vendors, installers, maintainers or servicers of IPPB's computer systems;
  - iv. any exchange, market, or other authority or regulatory body having jurisdiction over IPPB, its Corporate Office or any other branch of IPPB or over any transactions effected by the customer or the Borrower or for the customer's or the Borrower's account;
  - v. Any party entitled to make such demand or request;
  - vi. Any person with whom IPPB contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;
  - vii. any person (including any agent, contractor or third-party service provider) with whom IPPB contracts or proposes to contract with regard to the provision of services in respect of the Customer's or the Borrower's account(s) or Facilities (as the case may be) or in connection with the operation of IPPB's business;
  - viii. any person employed with, or engaged as an agent by, the Bank or its Corporate Office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customer or providing services to the customers or the Borrower's or processing transactions pertaining to the Customers accounts or Facilities; and

- ix. to enable IPPB to centralize or outsource its data processing and other administrative operations) to IPPB's Corporate Office, its affiliates or third parties engaged by the Bank for any such services/operations.
- x. the Customer hereby agrees and consents that IPPB shall be entitled, in connection with the Customer's application for any account, facilities or services provided by IPPB, or during the course of the Customer's relationship with IPPB, to obtain and procure information pertaining to the Customer or any of his/ her/ its accounts, legal or financial position from whatever sources available to IPPB.

#### **5) Banker's Lien and Set-Off :**

- a. IPPB shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future, on all the deposits held/ balances lying in any Account of the Customer, whether in single name or joint name(s), to the extent of all amounts payable by the Customer arising as a result of any of IPPB's services extended to and/or used by the Customer or as a result of any other facilities that may be granted by IPPB to the Customer. IPPB is entitled without any notice to the Customer to settle any indebtedness whatsoever owed by the Customer to IPPB, whether actual or contingent, or whether primary or collateral, or whether joint and/or several, including without limitation indebtedness under any indemnity given by the Customer to IPPB hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and transferring monies lying to the balance of any Account(s) held by the Customer with IPPB, notwithstanding that the deposit(s)/ balances lying in such Account(s) may not be expressed in the same currency as such indebtedness. IPPB's rights hereunder shall not be affected by the Customer's bankruptcy, insolvency, death or winding-up.
- b. In addition to IPPB 's rights of set-off, lien or any other right which it may at any time be entitled whether by operation of law, contract or otherwise, the Customer authorizes IPPB: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Customer with or to any branch or office of IPPB Limited (whether in India or elsewhere); and (b) to apply, set-off or transfer at any time (without prior notice to the Customer) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled (whether singly or jointly) on any account, in the Customer's name or jointly with any other person, with any branch or office of IPPB Limited (whether in India or elsewhere) towards the satisfaction of any or all of the Customer's liabilities (whether such liabilities be present or future, actual or contingent, primary or collateral, or several or joint) under the Terms or for the Customer's account(s) or under the terms of any other facilities that may be granted by IPPB to the Customer.
- c. In respect of a joint Account, IPPB shall be entitled to set-off any sums standing to the credit of such joint account against the debit balance in other accounts which may be held by one or more holders of such joint Account.
- d. The above mentioned rights of IPPB are without prejudice to the obligations of the Customer to pay to IPPB when due all its indebtedness and without prejudice to any other rights that IPPB may have against the Customer for recovery of outstanding from Customer to IPPB.

IPPB shall be entitled to withhold payments out of the Customer's Account or dishonour the Customer's instructions in case any amounts outstanding from the Customer to IPPB are not paid when due.

#### **6) Disclaimer:**

- a. The Bank, when acting in good faith, shall be absolved of any liability in case:
  - i. The 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 the Bank.
  - ii. 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 the Bank.
  - iii. 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 the Bank which may include technology failure, mechanical breakdown, power disruption, etc
  - iv. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that the Bank makes no warranty as to the quality of the service provided by any such provider.
- b. The 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 the 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 the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the Customer, the 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 Facility.
- c. The Bank will not be responsible if OTP is not generated/forwarded on the mobile handset/mobile number of the customer.
- d. Disclaimer on the Information Technology Act 2000: The Bank has adopted the mode of authentication of the transaction by means of OTP/PIN and/ or through verification of password or through any other mode of verification as may be stipulated at the discretion of the Bank. The user hereby agrees/ consents for the mode of verification adopted by the Bank. The user agrees that the transactions carried out or put through by the aforesaid mode shall be valid, binding and enforceable against the User and shall not be entitled to raise any dispute questioning the transactions.