



## 1. Definitions

Unless otherwise specified the following terms shall have the meaning assigned to them below.

- "Account" means INR denominated current account of the Customer with the Bank.
- "Bank" means DBS Bank Limited, a banking company incorporated in Singapore and having its branch office in India, at 3rd floor, Fort House, 221, Dr. D. N. Road, Fort, Mumbai – 400 001
- "Customer" (also "you", "your", "yours") means a customer of the Bank and shall include a sole proprietary concern, limited liability partnership, company, partnership, firm, society, trust or entity, association of persons who has or is desirous of availing the Facility.
- "Facility" means the facility through which Customers will be able to receive funds via the IMPS (Immediate Payment Service) channel
- "Mobile Phone Number" shall mean the number specified by the Customer in writing through a request letter in a form provided by DBS for the purpose of availing the Facility.
- "SMS" shall mean Short Messaging Service, which is the transmission of short text messages to SMS enabled devices.

## 2. Application

The Customer shall apply to the Bank for use of the Facility (and/or for any changes to the options available under the Facility) by submitting a request letter prescribed by the Bank or by any other method as provided by the Bank from time to time. Application for the Facility shall be accepted only after authentication of the Customer through any mode of verification as may be stipulated by the Bank from time to time as may be decided at the sole discretion of The Bank.

Activation of the Facility may take up to a minimum of 3 working days from the date of receipt of the application.

In addition, the Customer understands that any addition, deletion or modification of account details / mobile numbers would take a minimum of 3 working days from the date of receipt of the application and the Bank is not liable for any transactions that are received and processed in the interim.

## 3. Availability

- The Facility is made available to the Customer, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice. The Facility is currently available only to Customers with Accounts with the Bank's branches in India.

## 4. Authority to The Bank

The Customer irrevocably and unconditionally authorises the Bank to access all their Account(s) for effecting banking or other transactions of the Customer through the Facility. The Customer further authorises the Bank to share the Account information with any Third Party for the purpose of accepting/ executing request of the Customers.

## 5. Accuracy of Information

The Customer undertakes to provide accurate information wherever required and shall be responsible for the correctness of all information provided to the Bank at all times including for the purposes of availing of the Facility. The Bank shall not be liable for consequences arising out of erroneous information supplied by the Customer. Customer shall be solely responsible for intimating to the Bank any change in the Customer's phone number(s) or email addresses or Account details. If the Customer suspects that there is an error in the information supplied by Bank to them, they shall advise the Bank immediately. The Bank will endeavor to correct the error wherever possible on a best effort basis.

While the Bank will take all reasonable steps to ensure the accuracy of the information supplied to the Customer, the Bank is not liable for any inadvertent error, which results in the providing of inaccurate information. The Customer shall hold the Bank harmless against any loss, damages etc. that may be incurred / suffered by the Customer if the information supplied to the Customer turns out to be inaccurate / incorrect.

## 6. Fees

The Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, by notice to the Customer. The Customer may at any time discontinue or unsubscribe to the said Facility.

## 7. Liability and Indemnity

The Customer agrees that the Bank shall not be liable if:

- a) The Customer has breached any of the terms and conditions herein; or
- b) The Customer has contributed to or the loss is a result of failure on part of the Customer to advise the Bank within a reasonable time about erroneous transactions in the account; or
- c) as a result of failure on part of the Customer to advise the Bank of a change in or termination of the Customer's Mobile Phone Number.
- d) Under no circumstance, the Bank shall be held liable if the Facility is not available 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. The Bank shall not be liable under any circumstances for any damages whatsoever whether such damages are direct, indirect, incidental or consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the Customer or by any other person. Illegal or improper use of the Facility shall render the Customer liable for payment of financial charges as decided by the Bank or will result in suspension of the Facility to the Customer.
- e) The Bank is in no way liable for any error or omission in the services provided by any cellular or any third party service provider (whether appointed by the Bank in that behalf or otherwise) to the Customer, which may affect the Facility.
- f) The Bank does not warrant the confidentiality or security of the messages transmitted for the Facility. The Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility.
- g) Without limitation to the other provisions of these terms and conditions, 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 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 by SMS or otherwise or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to the Customer and the network of any cellular 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 cellular service provider and/or any third party who provides such services as is necessary to provide the Facility.
- h) Notwithstanding anything in the contrary provided in this terms and conditions, the Bank shall not be involved in or in any way liable to the Customer for any dispute between the Customer and a cellular services provider or any third party service provider (whether appointed by The Bank in that behalf or otherwise).
- i) Liability for Taxes. In addition, you will be liable for any goods and services tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to the Bank. If the Bank is required by law to collect and make payment in respect of such tax, you will indemnify the Bank against such payments.

## 8. Termination

The Bank may, at its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facility.

## 9. Modification of Terms of Service

The Bank has the right, at our sole and absolute discretion, to change, modify, or amend any portion of these Terms of Service at any time by posting notification on the Banks website ([www.dbsbank.in](http://www.dbsbank.in)) or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going forward basis after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Service.

## 10. Disclosure

The Customer accepts that all information will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank. In addition, the Bank is authorized to provide any information relating to the Customer and/or any other information given by the Customer for utilization of the Facility to and between its branches, subsidiaries, representative offices, representatives, auditors and agents of the Bank, Intermediaries and third parties selected by the Bank, wherever situated, for confidential use in and in connection with the Facility. This clause will survive the termination of this Agreement.

## 11. Governing Law and Jurisdiction:

The provisions of this Facility shall be governed by the laws of India and disputes in this regard shall be subject to the exclusive jurisdiction of courts in Mumbai.