

TERMS OF SERVICE (TOS) FOR DCB BANK BHARATQR MERCHANT SERVICES

Please read these Terms of Service (TOS) carefully before using the DCB Bank BharatQR Merchant Services.

The words, "We", "Us" and "Bank" refers to DCB Bank Ltd. as the case may be. DCB Bank Ltd., a Banking Company incorporated under the Companies Act, 1956 (CIN: L99999MH1995PLC089008) and deemed to exist within the meaning of Companies Act, 2013, having its Registered Office at 601 & 602, Peninsula Business Park, 6th Floor, Tower A, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013.

The word "Card(s)" shall mean Visa/MasterCard/ RuPay Debit and Credit Cards as the case may be as issued by the Bank.

The terms / words not defined herein shall have the same meanings as defined in the Terms and Conditions applicable to the Cards.

PRODUCT DEFINITION:

DCB Bank BharatQR Merchant Service is a unique payment solution. This service can be used by any customer having DCB Bank Visa/ MasterCard/ RuPay Debit and Credit Cards. Customer can make the payment by scanning the QR code available at merchant stores, websites, bills, etc.

ACCEPTANCE OF TERMS:

DCB Bank BharatQR Merchant Service is subject to the TOS and the Terms and Conditions applicable to the Cards. The TOS are subject to review from time to time. Use of this service for making payment constitutes your acceptance of the terms and you agree to abide by it. You can review the most current version of the TOS at any time at www.dcbbank.com. In addition, when using DCB Bank BharatQR Merchant Services, you shall be subject to any guidelines or rules applicable to Cards that may be posted from time to time at the same website.

- A. You agree that usage of the DCB Bank BharatQR Merchant Service, registration of cards for DCB Bank BharatQR Merchant Service or payment through DCB Bank Bharat QR will represent your acceptance of this TOS, and that continued use of DCB Bank BharatQR Merchant Service after revisions to this TOS shall constitute your agreement to such revised terms and any applicable guidelines or rules.
- B. Unless explicitly stated otherwise, any new features that augment enhance or otherwise change DCB Bank BharatQR Merchant Service shall be subject to this TOS.
- C. The Bank reserves the right at any time to modify or discontinue, temporarily or permanently, DCB Bank BharatQR Merchant Services.
- D. The Bank shall not be responsible for interception/ misuse of DCB Bank BharatQR Merchant Service. The Bank is not liable if the Authentication and card details fall into wrong hands due to any reason whatsoever.

AUTHENTICATION:

The Bank at a later date may provide for any additional authentication in addition to what has been requested for. The Card member agrees to validate such requirements at a future date.

LIABILITY:

The Bank shall not be liable if a transaction through DCB Bank BharatQR Merchant Service does not materialize or is delayed or is incomplete due to any reason whatsoever.

NOTICE:

You may also be notified of changes to this TOS or other matters related to the same by notices displayed on <http://www.dcbbank.com>

RESPONSIBILITY:

Except as otherwise provided by Applicable Law or Terms and Conditions applicable to the Account, you understand that you are financially responsible for all uses of the DCB Bank BharatQR Merchant Services by you and those authorized by you during the registration and payment.

MISCELLANEOUS:

Misuses of DCB Bank BharatQR Service: You acknowledge that if any third person obtains access to your DCB Bank BharatQR code, such third person would be able to collect money using the QR Code. However, this money will be settled only in your account as provided at the time of applying for DCB Bank BharatQR Merchant Services. You shall be responsible for all transactions carried through BharatQR on your account.

INTERNET FRAUDS:

The Internet per se is susceptible to a number of frauds, misuses, hacking and other actions, which could affect use of DCB Bank BharatQR Merchant Services. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions, which could affect the use of the DCB Bank BharatQR Merchant Service.

TECHNOLOGY RISKS:

It may also be possible that the DCB Bank BharatQR Merchant Services platform may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays in the processing of Instruction or failure in the processing of instructions and other such failures. You understand and acknowledge that the Bank disclaims all and any liability, arising out of any failure or inability by the Bank to honour any customer instruction.

LIMITS:

You are aware that the Bank may from time to time impose maximum and minimum limits on the DCB Bank Bharat QR payment. You realize, accept and agree that the same is to reduce the risks on you. You shall be bound by such limits imposed and shall strictly comply with them.

INDEMNITY:

You shall indemnify the Bank for and against all losses and damages that may be caused to the Bank as a consequence of your usage of DCB Bank BharatQR Merchant Services and/or any breach of any of the Terms and Conditions governing the use DCB Bank BharatQR Merchant Services.

JURISDICTION:

The Courts in Mumbai alone shall have exclusive jurisdiction as regards any claims or disputes or matters arising out of the use of DCB Bank BharatQR Merchant Services and all such disputes will be governed by the laws of India.