

Kotak BillPay (EBPP)

I/We agree to the terms & conditions stated below.

Electronic Bill Presentment and Payment (EBPP) means 'service provided to the customers of Kotak Mahindra Bank Ltd (Bank) enabling the payment of Utility Bills / donations / subscriptions /transfer of funds online through net banking against various purchases of utility products / services by the users, favouring various merchants / shoppers /service providers, with whom the Bank has entered into a Collection arrangement ("Billing Company")'

"AutoPay" means an automatic debit instruction to make payment for the Utility /Services used/ availed by the Customer for the entire amount or the amount specified by the Customer

"Due Date" means the date on which the payment for the Utilities/Services becomes due as determined by the Billing Company(ies)

"Effective Date" means 4 (four) days prior to the Due Date or the date specified by the Customer for effecting AutoPay.

"Customer" means a resident of India who is the sole or first holder of Kotak Bank Account or a valid Kotak Credit Card and who has accepted these Terms and Conditions.

"Fees" means the charge payable to Bank by the Customer for making Payment using Kotak Credit Card.

"Information/Instructions" shall mean the information relating to and/or in respect of and/or pursuant to EBPP Services received by Bank from Customer thereby authorizing Bank to register the Customer for EBPP services

"Payment" means the payments that the Customer is required to make for the Utilities / Services used / availed of / to be used / availed of by the Customer, which payment the Customer intends to make by using any of the EBPP Services through charge / debit to the Customer's Bank or valid Credit Card Account.

"Service Provider(s)" shall mean any person appointed by Bank under a principal-to-principal contract to provide any service related to the EBPP Services and who also has a principal-to-principal contract for services with the relevant Billing Company in relation to Utilities/Services.

"Terms and Conditions" means these terms and conditions including any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. Terms and Conditions are subject to change at the sole discretion of the Bank.

"Utilities/Services" shall mean the goods, utilities and services offered by Billing Company / Bank under the purview of EBPP, from time to time, either directly or through Service Provider(s), which the Customer may avail of and/or make Payment for, as the case may be.

"Website" means the website presently with the domain name <http://www.kotak.com> owned and controlled by the Bank. On the Terms and Conditions herein contained, Bank offers

EBPP Services enables the Customer to make Payments towards Utilities / Services and the Customer authorizes the Bank upon receiving payment instructions from the Customer to make payment of Utility Bills / donations / subscriptions / transfer of funds by debiting the Customer's accounts.

- Effective 21st April, all Billpay Transactions done using Kotak Credit Card are free.
- The Customer shall furnish the required information as specified by the Billing Company and other essential data pertaining to the Bills so as to identify the same and confirm that information provided is/are in relation to the EBPP, and is/are owned/in the control of the Customer.
- Bank shall be entitled to rely upon all Information/Instructions to Bank from the Customer and Bank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message or communication integrity or authenticity or correctness or accuracy of the information/instruction. The Customer shall in no circumstance dispute such reliance by Bank. Customer agrees to provide correct identification/payment for AutoPay, the details as registered with the biller (i.e. the Billing Company). Customer also agrees to indemnify the Bank/Bill Pay Service Provider from any liability arising due to erroneous information given by him in this regard.
- The Customer acknowledges that the information so furnished is subject to authentication by the Billing Company so as to register the user in its system, and this process may take anywhere from 5 – 45 working days. Customer understands that at times Billing Company(ies) does not/do not confirm if the application for registration has been honoured / attended and if the registration is successful / failed and the Customer understands and acknowledges that the role of Bank is merely to facilitate the payment of the bills of the Customer once the registration is successful.
- The Customer understands that in case of Pay later for presentment bills, the Bank will execute the payment on the day the Customer chooses the date of its execution, provided there is sufficient balance in the Customers bank account or sufficient credit limit in the Credit Card and the Bill has been presented .
- In case of Pay Later option chosen by the Customer for payment type biller, the Customer can provide the date for execution of the payment which is not beyond 6 months from the date the request is given for debit to the Customer's account/Credit Card
- The Customer understands that though the payment towards utilities / services are made and his Bank or Credit Card account is debited towards such payment, the status of the payment may be displayed as 'pending' until the next billing cycle. Further Customer has the sole responsibility to update himself on the status of registration/payment made or attempted to be made and Bank has no obligation to inform / update the Customer about the same.
- The Customer undertakes to ensure that in case of AutoPay there would be sufficient clear funds in his accounts / sufficient Credit Limit on the Effective Date for making payments towards utilities and services. The Customer also understands that the Bank shall not be held responsible or liable if it is unable to give effect to Autopay due to insufficient funds in the account or insufficient credit limit on the Effective Date.
- The Customer also understands that in case of AutoPay the Bank account / Credit card number specified by him will be debited for the entire bill amount or upto the amount specified by the Customer as the case maybe. Customer also understands that the payment instructions shall constitute an irrevocable and unconditional authority to

debit the Customer's Bank / Credit Card account and make the payment to the Billing Company

- The customer also understands that in case of AutoPay execution through Credit Card, the customer needs to ensure that it is registered for Dynamic Access Code. In the absence of Dynamic access code registration the customer will not be able to set AutoPay through Credit Card.
- Customer agrees that in case of any change in his identification details, like address, phone no. etc., it is his responsibility to register/inform the changes to the Bank immediately. Customer also agrees that any dispute on bill details or AutoPay will be settled directly by him with the Billing Company and further agrees that in no case whatsoever shall the Bank be made a party to any dispute/ litigation arising in this regard. Customer also understands that the Bank/Bill Pay Service Provider shall not be responsible or liable for not effecting the payment due to incomplete, inaccurate or delayed submission of details.
- The Customer understands, agrees and confirms that Bank may, at its sole discretion, record in such mode and manner and retain and use in any manner for such period of time as deemed fit by Bank, any or all Information / Instructions received from the Customer. The Customer further confirms and agrees that Information / Instructions as well as the data so stored may be used and relied upon by Bank as conclusive proof and binding for all purposes, may be given as evidence to any persons who may reasonably require the same, including to courts and regulators and government authorities, and to service providers of Bank and/or relied upon in any legal proceedings. In the context of this clause, the Customer shall not hold the Utility/Service, the Service Provider or Bank liable in any way whatsoever in view of the EBPP Services being provided/offered at the request of the Customer.
- The Customer acknowledges and confirms that the Customer does not have any objection whatsoever to the Billing Company providing the billing details and/or Information to the Bank for effecting the EBPP Services and Bank shall not be held liable for any loss or damage of any nature that the Customer may incur/suffer in the event such billing details and/or information turns out to be inaccurate/incorrect.
- The Customer understand that if the bill amount exceeds the maximum limit set up by him for Auto Pay the Bank shall not make payments of such bills. In such case the payment can be done by either logging into his Net Banking or Calling up the Call Centre or visiting a Kotak Mahindra Bank branch.
- Customer hereby undertakes to verify the correctness of the bill amount and in the event if the bill amount exceeds the limit set for 'Auto Pay', the Bank will not be under obligation to inform the same to him
- Bank does not warrant that Payment will not be delayed, including for reasons beyond its control. As the Instructions/Information would depend on various electronic technology used from time to time, there could be delays and snags in receipt / transmission of any Information/Instructions to and from Bank, the Customer, Billing Companies and/or Service Providers. Further, Bank does not warrant the receipt of Instructions/Information. Bank shall not be held liable or responsible for any failure or delay, whether directly or indirectly caused by any circumstances beyond the control of Bank, including, but not limited to, acts of God, systems and communications breakdowns, failures or disruptions, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labour, lockouts or other labour troubles, earthquakes, fires or accidents. Bank shall not be liable or responsible

to the Customer for any loss, damage whether direct or indirect, costs, charges or expenses, due to or occasioned by delay/inability, under any circumstances.

- Bank may, at its discretion, not make a Payment and shall communicate such decision to the Customer as soon as practicable. Bank shall not be liable for loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- In the event that the Customer makes a Payment by using EBPP and such payment is rejected or returned by the Billing Company for any reason whatsoever, Bank shall refund the amount of the Payment to the Customer by credit to the Bank's / Credit Card Account, upon receipt of the same from the Billing Company, and shall not be liable for any late charges, penalty, loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- Billing Companies may from time to time and in particular instances specify the date on which Payment is to be made and, notwithstanding any Instructions given by the Customer in this regard, Bank shall have the authority from the Customer to cause Payment only on the date specified by the Billing Company.
- Bank reserves the right to, from time to time; limit the amount and frequency of Payments that a Customer may make by using EBPP.
- Without prejudice to the generality of these Terms and Conditions, processing of all the Instructions is subject to the availability of free, clear and available funds / credit limit in the Customer's Bank / Credit Card Account, as the case may be. In the event of clear funds not being wholly available, Bank shall not process the Instructions and shall not make Payments. Bank shall not be liable for loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- Bank neither endorses any of the Utilities/Services offered, nor makes any manner of recommendations and/or warranties, representations or assurances in respect of the same and/or Billing Company and Service Providers. Bank is not in any manner party to the contracts or agreements or understandings that may be executed and/or arrived at between the Customer and Billing Company and Billing Company and their Service Providers. Customer understands that the Billing Company shall be solely responsible to the Customer to render the Utilities/Services for which Payment is to be made under these Terms and Conditions and Bank shall not be responsible and liable for any deficiency or defect in the same including, but not limited to, delayed, deficient or defective quality, delivery, quantity etc., and shall not be made party to any disputes between the Customer and any Billing Company.. The Customer shall not hold Bank liable for any non-service, delayed service, faulty service or defective or damaged goods rendered by Billing Company and/or their Service Providers, and shall not contact, communicate in any manner whatsoever, with Bank in this regard.
- Bank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage whatsoever sustained by the Customer by any direct or indirect use of or reliance on any electronic communication, orders or messages whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in various communications and Bank specifically excludes the same to the fullest extent permitted by law even if Bank shall have been advised in advance of the possibility of such damages.
- The Customer may cancel the registration at any time by de-registration of the Billing Company(ies). The Customer shall remain responsible for any transactions made through the service until the time of such de-registration.

- Bank reserves the right, but shall not be obliged, at any time, without any specific or prior notice to the Customer in this regard: suspend for any duration/terminate to make changes, enhancements, and/or modifications any or all of EBPP services offered by Bank.
- Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the Customer, charge fees/modify the existing charges in consideration for the provision of any and/or all of the EBPP Services.
- In consideration of Bank agreeing to provide to the Customer the facility of EBPP, the Customer hereby irrevocably agrees, to indemnify and keep Bank indemnified and harmless, at all times hereafter, from all losses, damages, costs, charges and consequences, legal fees and expenses, whatsoever, suffered or incurred by Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or by any third party whatsoever, arising out of or in connection with any and all transactions initiated by the use of the EBPP services, Instructions/Information, cancellations, messages and communication whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any withdrawal, either partially or in totality, of and from the facility of EBPP.
- Without prejudice to any other provisions hereof, Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the EBPP services and/or these Terms and Conditions.
- To the extent not prohibited by applicable law, Bank shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilization of the Services including any Information/Instructions, to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Bank, Service Providers and other third parties selected by Bank, wherever situated, for confidential use in and in connection with the Bill Pay Services.
- The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.
- The Customer acknowledges and confirms that the Customer has on the Website, read, and shall read as and when updated and/or posted, and has unconditionally accepted and will unconditionally accept and be bound by the Terms and Conditions.

These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions applicable to other services offered by the Bank.

Additional Terms & Conditions specific to availing Bill Pay services using Kotak Credit Card:

- Bill Pay using Kotak Credit Card is valid on all variants of Kotak Credit Card except Kotak Corporate Card, Kotak Travel Agent Card and Best Price Card.
- The cardholder shall take precaution to ensure that no double payment is made from his end for the same bill.
- It is clarified here that cardholder statement is adequate and conclusive proof that such payment was paid to utility company.

- It is clarified that reward points will not be given for making bill payment or recharge of mobile/DTH using Kotak Credit card
- Bank will not accept any cancellation request by the cardholder if the payment transaction has been authorised on his card account and payment accepted by the Biller. Any disputes will have to be settled by the cardholder directly with the Biller.
- Nothing contained herein shall prejudice or affect the terms and conditions of the Cardholder Agreement. The terms of these services shall be in addition to and not in derogation of the terms contained in the Cardholder Agreement.
- Bank shall have the right to revoke and/or discontinue this service to certain Cardholders if it has reason and/or reasonable apprehension to believe that such continuing of this service shall gravely prejudice the commercial situation of Bank. Such a determination by Bank shall be at its sole and absolute discretion without reference to its cardholders.
- Please be noted that in case of change in Kotak Credit Card number due to replacement, upgrade of card or any other reason, the Auto Pay instructions need to be reset by the Cardholder. The old Auto Pay instructions will no longer be valid and Bank will not be responsible for failure of these transactions.
- If the Cardholder schedules a payment or sets auto pay by logging to Net Banking without Dynamic Access Code, these transactions will fail on the scheduled date. Also if the customer de-registers Dynamic Access Code post setting up of Auto Pay, the payment on schedule date will fail.
- The Customer understand that if the bill amount exceeds the maximum limit set up by him for Auto Pay the Bank shall not make payments of such bills. In such case the payment can be done by logging into his Net Banking only.
- The record of charges in respect of the said services received or availed by Cardholder and submitted by utility companies will neither bear my signature nor the imprint of my Card. The Cardholder undertakes to unconditionally honour and pay without demur, protest and contest all the said charges including interim charges booked under the said services, as and when the same is billed by the Bank during the validity period the Card and subsequent renewals thereof.

Kotak - VISA Money Transfer

1. Kotak - Visa Credit Card Payment on Kotak BillPay offers Kotak Mahindra Bank Account Holder/ User, online funds transfer facility from his/her Kotak Mahindra Bank Account for Visa credit card bill payments
2. The Account Holder/User acknowledges that online fund transfers only for payment of VISA credit card bills can be performed under the Kotak - Visa Credit Card Payment service.
3. This service is provided by Kotak Mahindra Bank at the Account Holder's/ User's request, which request shall mean the Account Holder's/User's authorisation for debiting the Account Holder's/ User's account towards the amount of such transfer, together with the charges, if any.
4. To effect Kotak - Visa Credit Card Payment on Kotak BillPay, the Account Holder/ User shall provide to Kotak Mahindra Bank all the information as required under the relevant screen including: beneficiary Card Number, Transfer Amount etc. in absence

of which the Bank shall not be liable to effect the Kotak - Visa Credit Card Payment on Kotak BillPay

5. Visa Credit Card Payment service on Kotak BillPay is only applicable only for Visa credit card bill payment issued in India. This service is not applicable for cards issued by any other issuing authority.
6. The Account Holder/ User agrees that the transfer shall become irrevocable as and when it is accepted and executed by the Bank.
7. While Kotak Mahindra Bank shall endeavour to ensure that transfers are not made to any card not issued in India, the onus shall lie on the customer to ensure that there are no violations being done by him of any laws applicable in India and/or otherwise but not limited to FEMA or Exchange Control violations, Anti Money Laundering Law, Reserve Bank Of India Guidelines, including any rules, regulation, notifications thereunder, and the Account Holder/ User shall be held liable for any liability arising in respect thereof.
8. Kotak Mahindra Bank shall transfer the funds only to the card number of the beneficiary. While the Bank may at its discretion obtain certain other details of the beneficiary like: Name, Address, Bank name etc. the Bank is in no way responsible to verify or authenticate the same.
9. While Kotak Mahindra Bank shall endeavour to effect the Kotak - Visa Credit Card payment instruction at the earliest on receipt of the instructions, it does not guarantee and shall not be held responsible for performance hereunder.
10. Kotak Mahindra Bank shall process all valid transactions received till end of day, on the next working day; however the Bank is not responsible for the period within which the beneficiary Bank will credit the proceeds to the beneficiary card. Working day shall mean a day when the offices of the Reserve Bank of India are open in Mumbai.
11. All transactions shall be processed only on working days. Transactions done on Sundays and Bank holidays will be processed on the next working day.
12. The Bank assumes no responsibility for:
 - Kotak - Visa Credit Card Payment transactions carried out in good faith relying on Account Holder's/ User's instructions.
 - Not carrying out Kotak - Visa Credit Card Payment where the Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague, or doubtful.
 - For the performance of Visa or any other entity involved in the process; and for any loss or damage incurred or suffered by the Account Holder/ User for any error, defect, failure or interruption of Kotak - Visa Credit Card payment service or consequences arising out of delayed payments.
 - Any loss of damage arising or resulting from delay in transmission delivery or non-delivery of Electronic messages or any mistake, omission, or error in transmission or delivery thereof or in deciphering the message from any cause whatsoever or from its misinterpretation received or the action of the destination Bank or any act or even beyond control.
13. Kotak Mahindra Bank may also make additions/ deletions to the services offered through any of its channels at its sole discretion. The availability/ non-availability of a particular service shall be informed to the Account Holder through email, web site of the bank or by written communication.
14. The Account Holder/ User is entirely responsible for providing the correct Card Number of the beneficiary. The Bank will process all transactions only on the basis of the information provided by the User. The Bank will not be responsible for any

erroneous transfer/credit, if an erroneous card number is provided by the Account Holder/ User. The Bank will also not be responsible to reverse such a wrong transaction.

15. Kotak Mahindra Bank reserves the right to withdraw the service at any time at its discretion.
16. These terms & conditions are to be read in conjunction with Terms and Conditions and Rules for Accounts and Services of the Bank.