



**Registration Form for PAYMATE Mobile Payment Facility**

The Branch Manager  
The Lakshmi Vilas Bank Ltd

\_\_\_\_\_ Branch.

Dear Sir,

I wish to register as a user of the PAYMATE Mobile Payment Facility.

**Name** :

**CIF Id** :

**Account No** :

**Mobile No** :

**ATM Card No** :

Account holder is solely responsible to ensure the accuracy of the mobile number provided to the Bank. The Bank bears no responsibility or liability whatsoever in case the mobile number mentioned in the form is inaccurate, or does not belong to the account holder. Customer should inform the branch for change of mobile number to continue the PAYMATE Mobile payment facility.

**Declaration:**

I confirmed that the information given above is correct to my knowledge and belief. I/We have read and understood the Terms and Conditions relating to the Mobile Payment facility offered in associate with PAYMATE. I accept and agree to be bound by the said Terms and Conditions. I understand that the Bank may, as its absolute discretion, discontinue any of the services completely/partially without any notice to me.

Place:

Date:

Customer Signature

<b>For Branch Use</b>	<b>Central Processing Cell</b>
It is to confirm that	Application received on:
✓ Information and Signature of the applicant is verified and found correct	Details sent to PAYMATE on:
Branch Manager	Manager

**ACKNOWLEDGEMENT**

**Account No:**

**Mobile No:**

Thanks for registering for PAYMATE Mobile Payment Solution. Your Mobile Payment will be activated and you will receive a SMS for the same. Please note your ATM PIN is the MPIN (Mobile PIN) for PAYMATE Mobile Payment transactions.

Date

Branch Manager



## **Terms & Conditions for Pay Mate facility**

These Terms of Service form an agreement between the customer and Lakshmi Vilas Bank (hereafter referred to as the Bank) that governs the access to and use of Paymate Mobile payment services(hereinafter referred to as the Services) provided through Mobile Phone.

By acceptance of the same, the customer agrees to be bound by these Terms & Conditions of service.

### **1. Registration**

A valid mobile number provided by the Customer will be mapped to the customers' ATM / Debit card issued by the Bank against on the customer's bank account as a payment Instrument to make Payment Transactions and pay fees and other Obligations arising from use of the service. The customer must provide current, complete and accurate Information and maintain it as current and accurate. The Bank may require the customer to provide additional information as a condition of continued use of the service, or to assist in determining whether to permit the customer to continue to use the service.

The Bank, in its sole and absolute discretion, may refuse to approve or may terminate existing Registrations with or without cause or notice, other than any notice required by any applicable law, and not waived herein.

By agreeing to these Terms of Service for Buyers, the customer represent that he/she is:

- 18 years old or older; and
- Capable of entering into a legally binding agreement.

### **2. Username and Password Information**

The customer is responsible for: 1) maintaining the confidentiality of his/her PIN, 2) any and all transactions by persons to whom the customer gives access to or that otherwise use such PIN and 3) any and all consequences of use or misuse of his/her PIN. The customer agrees to notify Lakshmi Vilas bank immediately of any unauthorized use of his/her PIN or any other breach of security regarding the Service of which the customer has knowledge. **The Customer also undertake to delete all messages relating to the service from the Inbox/ Sent Items folder in the mobile phone.**

The Customer shall be responsible for all actions by agents, representatives and others, regardless of whether authorized by the Customer that access the Service using the Customer PIN.

### **3. Permissible Payment Transactions**

The Customer may only use the Service to process a Payment Transaction for a Product that is purchased from a Merchant through a legitimate, bona fide sale of the Product. The Service may not be used to process a Payment Transaction, or otherwise transfer money between the Customer and a Merchant, that is unrelated to a purchase of a Product. The Service may not be used to receive cash

advances from Merchants or to facilitate the purchase of cash equivalents (travelers' checks, prepaid cards, money orders, etc.). The Customer may not use the Service to process Payment Transactions in connection with the sale or exchange of any illegal goods or services or any other underlying illegal transaction. In particular, the Customer shall not use the Service or process Payment Transactions in connection with the sale or purchase of goods or services, or other remittances that are prohibited under the (Indian) Foreign Exchange Management Act, 1999 and the regulations made there under, as may be amended from time to time.

The Customer agrees that the Customer will not use the service to process Payment Transactions for any Products that violate these Terms of Service, other policies or rules applicable to the Service, or applicable law.

The current policy that establishes the Products and other transactions that may not be paid for with the Service include: **1) Firearms 2) Alcohol 3) Explosives 4) Pornography materials and services of any kind whatsoever 5) Live animals 6) Banned / illegal drugs or other controlled substances 7) Fireworks or pyrotechnic devices or supplies 8) Hazardous materials, Combustibles, corrosives 9) Website access and / or web site memberships of pornography or Illegal sites. 10) Gambling transactions.** Failure to comply with these limitations may result in Suspension or termination of use of the Service.

#### **4. Payment Transaction Processing**

The Service facilitates the processing of Payment Transactions to complete a payment for a purchase between the Customer and a Merchant. The Service will store information from the Customer, such as the Customer's Payment instruments and shipping information, and will process Payment Transactions on behalf of Merchants through the appropriate debit card network. The Customer authorizes the charge or debit to the Customer's payment instrument as necessary to complete processing of a Payment Transaction. The Customer also authorizes the crediting to the Customer Payment Instrument in connection with reversals, refunds, or adjustments through the Service.

The Customer acknowledges and agrees that the purchases of products are transactions between the Customer and the Merchant and not with the Bank. The Bank is not a party to the purchase of products/services, and The Bank is not a buyer or a merchant in connection with any Payment Transaction.

#### **5. Service Fees**

The Customer agrees that the service charges levied for the use of the facility may be debited to the Customer's account from time to time. The Bank is at liberty to change / modify the service charges associated with the facility. These changes will be communicated through the Bank's website ([www.Lvbank.com](http://www.Lvbank.com))

#### **6. Refunds**

The Bank is only a facilitator in making payments to the merchants. Any Refunds related to non-Delivery/ defective goods/service should be taken up with the merchant concerned.

#### **7. Limitations on the Use of Service**

The Bank may establish general practices and limits concerning use of the Service, including without limitation individual or aggregate transaction limits on the rupee amount or number of Payment Transactions during any specified time period(s). The Bank reserves the right to change, suspend or discontinue any aspect of the service at any time, including hours of operation or availability of the Service or any Service feature, without notice and without liability. The Bank also reserves the right to impose limits on certain service features or restrict access to parts or all of the service without notice and without liability. The Bank may decline to process any Payment Transaction without prior notice to the Customer or Merchant.

The Bank does not warrant that the functions contained in the Service will be uninterrupted or error free and shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Payment Transactions or the Service).

The Bank may limit or suspend the use of the Service at any time, at our sole and absolute discretion. If the Bank suspends the use of the Service, the Bank will attempt to notify the Customer by electronic mail. Suspension of the use of the Service will not affect the rights and obligations pursuant to these Terms of Service arising before such suspension.

#### **8. No Endorsement of Products**

The Bank does not represent or endorse, and shall not be responsible for: (a) the safety, quality, accuracy, reliability, integrity or legality of any Product, the truth or accuracy of the description of Products, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "Content") displayed or distributed, purchased or paid through the Service, or the Merchant Web Sites/Electronic Catalogues/Retail establishments; or (b) the ability of the Customer to buy Products or Merchants to deliver products. The Bank hereby disclaims any liability or responsibility for errors or omissions in any Content or in the Service. The Bank reserves the right, but shall have no responsibility, to edit, modify, refuse to post or re move any content, in whole or in part, that in the Bank sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms of Service.

#### **9. Use of Electronic Communications**

The Bank may communicate with the Customer regarding the service by means of electronic communications, including (a) sending electronic mail/text message to the email address/Mobile number the Customer provided during registration, or (b) posting notices or communications on the Banks Website ([www.Lvbank.com](http://www.Lvbank.com)). The Customer agree that the Bank may communicate with the Customer by means of electronic communications the following: these Terms of Service (and revisions or amendments), notices or disclosures regarding the Service, payment authorizations, communications on new services/ offerings /promotions and any other matter relating to the use of the service.

The Customer should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall deemed to be received by the Customer when the Bank sends the electronic communication to the email address/mobile number the Customer provided at the time of registration or as revised by the Customer thereafter in

accordance with these Terms of Service, or when the bank post the electronic communication on the Banks website ([www.Lvbank.com](http://www.Lvbank.com)).

#### **10. Responsibility for applicable Taxes**

The reporting and payment of any applicable taxes arising from the use of the Service is the responsibility of the customer. The Customer hereby agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with Payment Transactions.

#### **11. Indemnification**

The Customer agree to indemnify, defend and hold harmless the Bank and its directors, officers, owners, agents, co-branders or other partners, employee s, information providers, licensors, licensee s, consultants, contractors and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fee s and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from: (i) the use of the Service by the customer; (ii) any breach or non-compliance by the Customer of any term of these Terms of Service or any of the Bank policies; (iii) any dispute or litigation caused by the customer's actions or omissions ; or (iv) the Customer's negligence or violation or alleged violation of any law or rights of a third party.

#### **12. Disclaimer of Warranties**

The service, including all content, software, functions, materials and information made available on, provided In connection with or accessible through the service, is provided "as is" to the fullest extent permissible by law , the Bank makes no representation or warranty of any kind whatsoever for the service or content, materials, information and functions made accessible by the software used on or accessible by The software used on or accessed through the service, or for any breach of security associated with the transmission of sensitive information through the service. The Bank disclaims without limitation, any warranty of any kind with respect to the service, non-infringement, merchantability, or fitness for a particular purpose. The Bank does not warrant that the functions contained in the service will be uninterrupted or error free. The Bank shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of payment transactions or the service.

#### **13 .Termination of Service**

The Bank may, at its sole and absolute discretion without liability to the Customer or any third party, terminate the use of the Service for any reason, including without limitation inactivity or violation of these Terms of Service or other policies the Bank may establish from time to time . Upon termination of the use of the Service, the Customer remains liable for all Payment Transactions and any other obligations the Customer have incurred. Upon termination, the Bank has the right to prohibit the access to the Service, including without limitation by deactivating the PIN , and to refuse future access to the Service by the Customer (or his/her relatives or known acquaintances or if a business entity, its parent, affiliate s or subsidiaries or its or their successors).

#### **14. Limitations of Liability; Force Majeure**

To the fullest extent permissible by law, in no event shall the Bank be responsible or liable to the Customer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including but not limited to damages for loss of profits, goodwill, use data, or other intangible losses which may be incurred in connection with any goods, services, or information purchases, received, sold or paid for by way of service, regardless of the type of claim or the nature of cause of action, even if the Bank has been advised of the possibility of such damage or loss. Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, the Bank shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, and flood or other acts of God, labor conditions, power failures and Internet disturbances.

#### **15. Modification of Terms of Service**

The Bank has the right, at its 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.Lvbank.com](http://www.Lvbank.com)) or otherwise communicating the notification to the Customer. The changes will become effective, and shall be deemed to be accepted by the Customer, after the initial posting and shall apply on a going-forward basis with respect to Payment Transactions initiated after the posting date. In the event that the Customer does not agree with any such modification, the Customer's sole and exclusive remedy is to terminate the use of the Service.

#### **16. Disputes**

The Customer agrees to release the Bank, and its agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with dispute/(s). The Customer agrees that the Customer will not involve the Bank in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Merchant, other Buyer, advertiser or other third party in connection with the service. If the Customer attempts to do so, (i) the Customer shall pay all costs and attorneys' fees of The Bank and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below.

#### **17. Jurisdiction; Governing Law**

This agreement shall be governed by and construed in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the Courts located in Karur, Tamilnadu, India as regards any claims or matters arising under or in relation to this Agreement. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Karur and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Karur, Tamilnadu, India.

I/We confirm having read and understood Lakshmi Vilas Bank's Terms & Conditions for use of the Paymate Mobile Payment facility.

Name of Primary Account Holder: \_\_\_\_\_

Signature

Primary Account Holder

Joint Account Holder 1

Joint Holder 2

Date: \_\_\_\_\_