

## **NSDL PAYMENTS BANK PREPAID GPR CARDS – T& C**

The terms and conditions (hereinafter referred to as “**Terms and Conditions**”) mentioned herein is applicable to the usage of the “**GPR Prepaid Card**”, and required to be agreed to and accepted before its usage. The Terms and Conditions, specified below govern and constitute the entire agreement and/or arrangement between you and NSDL Payments Bank in relation to the “**Prepaid Card**”, as amended from time to time at the at the sole discretion of the NSDL Payments Bank. By completing the sign-up process for availing the “**GPR Prepaid Card**”, you are deemed to have expressly read, understood and accepted each and every Terms and Conditions mentioned herein. You agree to be bound by all the Terms and Conditions mentioned herein, as may be amended from time to time, at the sole discretion of the NSDL Payments Bank.

### **I. DEFINITIONS**

In these Terms & Conditions, the following words have the meanings assigned to them hereunder, unless the context indicates otherwise

1. “NSDL Payments Bank” shall mean NSDL Payments Bank Ltd., a banking company within the meaning of the Companies Act 1956 and a banking company within the meaning of section 5 (c) of the banking Regulation Act, 1949, having its registered office at 7th floor, D wing, Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai,40013
2. “Customer” or “Cardholder” shall mean any individual who obtains/purchases PPIs from Bank and use the same for purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments
3. “Card” or “GPR Prepaid Card” or “NSDL PAYMENTS BANK GPR Card” or Prepaid Instrument (PPI) shall mean payment instruments that facilitate purchase of goods and services, against the value stored on such instruments as defined in the RBI Master Directions on Issuance of Prepaid payment instruments.
4. “Internet Payment Gateway” means the protocol stipulated/to be stipulated by NSDL Payments Bank authorizing the payments through the GPR Prepaid Card via internet upon authentication of the Customer.
5. “KYC” shall mean Know your Customer guidelines adopted by the Bank for the purpose of identification and verification of the Customer, pursuant to the guidelines, circular and notifications, issued by the Reserve Bank of India, from time to time.
6. “Merchant Establishments” shall mean such physical establishments including but not limited to stores, shops, restaurants, hotels, located in India, which accept the GPR Prepaid Card.
7. “Payment Channel” shall mean various modes of transactions including but not limited to EDC/ POS terminals/kiosks / Internet Payment Gateway and various other modes as intimated by NSDL Payments Bank from time to time.

8. "POS" or "Point of Sale" means electronic terminals maintained by Merchant Establishments in India at which the Customer can use the GPR Prepaid Card for the purpose of purchasing the goods and services.
9. "Schedule of Fees/Charges" shall mean the details of fees or charges as may be prescribed by NSDL Payments Bank from time to time and displayed on its website/Mobile App, amended from time to time.
10. "Transaction" means any transaction initiated on the GPR Prepaid Card by the Customer at any RuPay/VISA affiliated Merchant Establishment and bank ATMs in India or over the internet.
11. "Transaction Limit" shall mean the maximum value of purchase that the Customer can make at Merchant Establishment or over the internet directly or indirectly by using the GPR Prepaid Card on any given day or for such periods as may be stipulated by NSDL Payments Bank from time to time, provided that in no event shall such amount be more than the amounts transferred to the GPR Prepaid Card issued to the Customer.

## **II. APPLICABILITY OF TERMS AND CONDITIONS:**

1. These Terms and Conditions along with the General Terms and Conditions form the entire contract between the Customer and NSDL Payments Bank for usage of the GPR Prepaid Card.
2. The GPR Prepaid Card shall not be transferable to other individual or party.
3. The maximum credit balance which can be uploaded on the GPR Prepaid Card shall be limited to INR 2,00,000/- (Rupees Two Lakhs Only).
4. The GPR Prepaid Card shall be valid only within the territory of India and for transactions in Indian Rupees only which means the GPR Card cannot be used outside the territory of India or for any transactions denominated in foreign currency.
5. The Customer shall be required to sign on the reverse side of the GPR Prepaid Card immediately upon its receipt. NSDL Payments Bank reserves the right to reject or cancel any transaction in absence of the signature or mismatch of the signature, without further notice or intimation to the Customer.
6. The GPR Prepaid Card can be used at the Automated Teller Machines ("ATMs") for withdrawal of cash by the Customer within the credit limit specified for the GPR Prepaid Card.
7. NSDL Payments Bank shall not be liable to pay any interest on the balance maintained in the GPR Prepaid Card at any point in time.

## **III. ISSUANCE AND USAGE OF THE CARD**

1. NSDL Payments will issue the GPR Prepaid Card after completion of KYC process wherever applicable.
2. NSDL Payments Bank and the Merchant Establishments, reserves the right to refuse the acceptance of the GPR Prepaid Card at any time for any reasons whatsoever, without any prior intimation to the Customer.
3. The GPR Prepaid Card shall be used only for bona-fide personal or official purposes. It is clarified that charges incurred may, in case of certain Merchant Establishments, include a charge for availing certain additional service or other facility being provided by such Merchant Establishments.
4. Any charge or cost levied by the Merchant Establishment in relation to any Transaction, shall be directly settled by the Customer with the Merchant Establishment. NSDL Payments Bank shall not be liable or responsible, *either directly or indirectly*, for any act or omission on the part of the Master Merchant or the charges or cost levied by them in relation to the Transaction.
5. All refunds and adjustments due to any Merchant Establishments on account of device error or communication link will be processed manually and the Card Account will be credited after due verification by NSDL Payments Bank pursuant to the applicable rules, regulation and internal policy of NSDL Payments Bank. The Customer agrees that any subsequent Transactions will be accepted or honored only basis the available credit balance in the Card Account(s) without taking into account any disputed amount under consideration by NSDL Payments Bank. The Customer shall unconditionally keep NSDL Payments Bank indemnified against any loss or damage caused to NSDL Payments Bank on account of dishonoring the payment instructions as a result of insufficient funds in the Card Account. The Customer agrees that NSDL Payments Bank shall be entitled to deduct the amount of such loss or damaged caused to NSDL Payments Bank directly from the Card Account.
6. The Customer acknowledges that all refunds in case of failed, returned, rejected or cancelled Transactions done by the Customer using any other payment instrument cannot be credited in the GPR Prepaid Card.
7. The Cardholder undertakes to act in good faith at all times in relation to all dealings in relation to the GPR Prepaid Card. The Customer accepts full responsibility for any illegal or wrongful use of the GPR Prepaid Card in contravention to the Terms and Conditions contained herein and, undertakes and agrees to indemnify NSDL Payments Bank against any fraud, loss, damage, interest, conversion, any other financial charge that NSDL Payments Bank may incur and/or suffer, whether directly or indirectly, as a result of the Customer committing any violations of the Terms and Conditions contained herein.
8. The Customer agrees that he/she will not use the GPR Prepaid Card for making payment(s) of any goods and services, which is illegal under the Applicable laws. The GPR Prepaid

Card cannot be used for making purchases of prohibited or products or services. NSDL Payments Bank reserves the right to cancel, reject and or report such illegal transactions to the applicable authorities as they may deem right.

9. The Customer hereby acknowledges and agrees that the GPR Prepaid Card shall not be loaded or reloaded at any given point, for an amount exceeding INR 2,00,000.00 (Rupees Two Lakh only).
10. The Customer hereby acknowledges and agrees that if there are no Transactions for a consecutive period of six (6) months on the GPR Prepaid Card, subject to validity of the the GPR Prepaid Card, the GPR Prepaid Card shall be made inactive by NSDL Payments Bank after sending a notice to the Customer. The GPR Prepaid Card can only be reactivated by NSDL Payments Bank after validations and requisite due diligence, as stipulated by NSDL Payments Bank, from time to time.
11. The Customer hereby agrees to receive SMS and/or emailing alerts from NSDL Payments Bank for all Transactions done using the 'GPR Prepaid Card'. The SMS or emailing alerts from NSDL Payments Bank shall stipulate debit and credit Transactions, balance available or remaining on the GPR Prepaid Card or such other information or details as stipulated by NSDL Payments Bank, from time to time.
12. The Customer agrees that NSDL Payments Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its services.

#### **IV. BREACH**

1. In the event of any breach of these Terms and conditions by the Customer, NSDL Payments Bank shall have the sole right to forthwith cancel or terminate the GPR Prepaid Card, without any further claim, demand or dispute upon NSDL Payments Bank.
2. The Customer undertakes and agrees to indemnify NSDL Payments Bank against any fraud, loss, damage, claim, penalty, cost, charges or expenses (*including legal counsel fees*) that NSDL Payments Bank may incur and/or suffer, *whether directly or indirectly*, as a result of the Customer committing any breach of the Terms and Conditions contained herein.

#### **V. CARD CANCELLATION/TERMINATION/CLOSURE**

1. The 'GPR Prepaid Card' shall be valid for a period of three (3) years from the date of issuance or until the expiry date printed on the face of the card.
2. The Customer undertakes the responsibility to destroy the 'GPR Prepaid Card' upon expiry to prevent any unauthorized third party from using it.

3. NSDL Payments Bank may at its sole discretion close or terminate any 'GPR Prepaid Cards', as permitted under applicable law, or amend any of its features with notice to the Customer. Any notice sent in this regard to the customer shall be deemed to have been received by the Customer, within seven (7) days from the date of the notice or email sent by NSDL Payments Bank at the registered email or mailing address provided to or available with NSDL Payments Bank.
4. The Customer may at any point request for termination/closure of the 'GPR Prepaid Card', by writing an email to care@nsdlbank.co.in. Termination will be effective subject to payments of all amounts outstanding on the 'GPR Prepaid Card'.
5. No fees charged, if any, shall be refunded in the event of termination, closure or discontinuation of services.

## **VI. RELOADING OF CARDS**

1. 'Prepaid GPR Cards' can be reloaded using Debit Cards, Credit Cards, Bank Transfers or Cheque Deposits at the Program partner's outlets.
2. The time taken to reflect usable balance on a reloadable PPI may vary depending on the type of the payment instrument used in the reload.

## **VII. NOTICES**

1. Any notice to be given by NSDL Payments Bank hereunder shall be deemed to have been received by the Customer, within seven (7) days from the date of the notice or email sent by NSDL Payments Bank at the registered email or mailing address provided to or available with NSDL Payments Bank.
2. Any notice to be given by the Customer hereunder shall be deemed to have been received by NSDL Payments Bank only upon acknowledgement of receipt of such notice by NSDL Payments Bank at its Corporate Office Address at 7th floor, D wing, Trade World, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai, 40013
3. Any notice or communication from the Customer hereunder shall not be binding on NSDL Payments Bank unless the same is in writing and shall have been served and acknowledged by NSDL Payments Bank or if by registered post, acknowledgement card.

## **VIII. CHARGES**

1. Charges shall include:
  - (a) Any fees charged by NSDL Payments Bank in respect of the GPR Prepaid Card, including replacement, renewal, handling and other fees, if any. These fees are non-refundable, non-transferrable and non-assignable in nature.

(b) Service Charges on specific types of Transactions. The method of computation of such Charges will be as notified by NSDL Payments Bank from time to time

2. All Charge, in the absence of manifest error, shall be final and binding on the Customer and shall be conclusive in nature.
3. All statutory taxes, goods and service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the GPR Prepaid Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the GPR Prepaid Card, will be borne by the Customer.

### **SCHEDULE OF CHARGES**

<b>FEES DESCRIPTION</b>	<b>AMOUNT</b>
ATM WITHDRAWAL FEES	INR 20 + GST (per Transaction)
CARD REPLACEMENT FEES	INR 100 + GST

### **IX. ATM WITHDRAWALS**

The Customer can use the GPR Prepaid Card to access emergency cash withdrawal from the ATM's of member banks. However, the total amount that which may be withdrawn at any point of time, shall not exceed the available balance in the GPR Prepaid Card or such limits as stipulated by the Reserve Bank of India from time to time.

### **X. DISPUTED TRANSACTIONS**

1. Any charge or Transaction slip or other payment requisition received by NSDL Payments Bank for payment shall be conclusive proof of such Charge, unless the GPR Prepaid Card is lost, stolen or fraudulently misused and evidenced by the Customer
2. All disputed Transactions in relation to the GPR Prepaid Card shall be required to be raised with the Customer Care Centre maintained by NSDL Payments Bank, within fifteen (15) days from the date of the disputed transaction. The Customer acknowledges that any request, after 15 days from the date of the disputed transaction shall not be accepted by NSDL Payments Bank

### **XI. QUALITY OF GOODS AND SERVICES**

Any dispute with or complaint against any Merchant Establishment regarding any goods purchased or services availed must be directly resolved by the Customer with the Merchant Establishment.

### **XII. LOST, STOLEN OR MISUSED CARD**

1. If the GPR Prepaid Card is lost or stolen, the Customer must immediately report such loss or theft to Customer Care Centre and request for immediate suspension of the GPR Prepaid Card. In the event NSDL Payments Bank determines or receives any information that the Customer has neglected or refused or failed to take steps as indicated above, in case of loss, theft or destruction of the GPR Prepaid Card, NSDL Payments Bank reserves the sole right to cancel or terminate such GPR Prepaid Card.
2. No liability shall accrue upon the Customer for any unauthorized transactions done on the GPR Prepaid Card, after such GPR Prepaid Card has been reported lost, stolen or damaged by the Customer.
3. All liabilities accrued on the GPR Prepaid Card, post reporting by the Customer shall be borne by NSDL Payments Bank. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the GPR Prepaid Card, post reporting of the GPR Prepaid Card being lost, stolen or misused, all decisions of NSDL Payments Bank shall be final and binding on the Customer.

### **XIII. DISCLOSURES**

1. The Customer acknowledges and consents to sharing of information pertaining to them and the usage of the GPR Prepaid Card with any other banks or financial or statutory or regulatory authorities.
2. The Customer acknowledges and agrees that NSDL Payments Bank may report to any other banks or financial or statutory or regulatory authorities any Customer delinquencies and/or the usage of the GPR Prepaid Card. NSDL Payments Bank shall not be obliged to disclose the details of such banks or financial or statutory or regulatory authorities to the Customer, including the extent of such disclosure.
3. The Customer hereby authorizes NSDL Payments Bank and its agents to exchange, share or part with all the information relating to the Customer's details and payment history with NSDL Payments Bank's group companies or Affiliates.

### **XIV. GOVERNING LAW AND JURISDICTION**

All disputes arising in relation to these Terms and Conditions shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.