

Terms & Conditions

Please make sure you have read Active Watch terms and conditions carefully before using Active Watch. By using or applying for Active Watch you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them. You will also continue to remain bound by the terms and conditions of operation of your Savings/Current Bank Account with Axis Bank.

The 'Active Watch' is a program in which Axis Bank Ltd., is partnering with GOQii Technologies Private Limited. It consists of 3 important legs: Payments, Fitness & Vitals. This program would provide Axis Bank customers a GOQii Fitness Band which would be enabled with Contactless Payment, powered by Axis Bank. The major components of the product are as follows:



Part A: Active Watch Tracker (To measure SpO2, Body Temperature, Heart Rate, Blood Pressure, Steps, Time and more)
Part B: Band (To hold the watch and NFC Chip)
Part C: Contactless Chip / Secure Element / NFC (to make contactless payment)

All the terms & conditions and warranty pertaining to the Tracker would be covered by the GOQii Technologies Private Limited (The customer can access GOQii Terms and Conditions at <https://goqii.com/in-en/terms>) and terms and conditions pertaining to the Contactless chip would be covered by Axis Bank Limited. The GOQii Fitness Band would be integrated with the NFC Chip which would enable the customer to make contactless payment at the merchant location. The Fitness band which includes a tracker and its accessories would be entirely a product of GOQii and the NFC Chip inserted in the Fitness band is a product of Axis Bank Limited.

DEFINITIONS :

1. 'The Bank', 'Axis Bank', means Axis Bank Limited carrying on the business of banking and related services under the Banking Regulation Act, 1949 and its successors and assignees.
2. Active Watch, Contactless Chip, NFC Chip, Active Watch Program, refers to the Axis Bank Mastercard/Mastercard/Visa/Rupay Wearable contactless Chip issued by Axis Bank to its customers.
3. Contactless Payment: It is a faster way to pay with your account for purchases upto Rs.5000/- without PIN and more than Rs.5000/- with PIN at participating stores. Instead of dipping (or swiping) your Card at the billing counter, simply wave or tap your Band on the contactless terminal and pay.
4. "Active Watch holder", "Contactless Chip Holder", "NFC Holder" , "you", "your", "him" or similar pronouns shall where the context so admit, refer to a customer of Axis Bank to whom an Axis Bank contactless chip has been issued by Axis Bank to operate on a nominated account(s). All references to the Active Watch holder in the masculine gender will also include the feminine gender.
5. "Account(s)", refers to the Active Watch holder's Savings and Current Account that have been designated by Axis Bank to the eligible account(s) for the valid operations.
6. The Active Watch holder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder/signatory.
7. "Transaction", means by instruction given, by Active Watch Holder by using his Active Watch contactless chip directly or indirectly, to Axis Bank to effect action on the account. (Examples of transactions can be retail purchases).
8. "International Transactions", refers to the transactions performed by the Active Watch Holder through his internationally valid contactless chip enabled with contactless payment, outside India, Nepal and Bhutan.
9. "Statement", means a periodic statement of account sent by Axis Bank to a Bandholder setting out the transactions carried out by the Bandholder(s) during the given period and the balance on that account. It may also include any the information that Axis Bank may deem fit to include.

10. "Merchant" or "Merchant Establishments", shall mean establishments wherever located which accept/honour the payment using contactless chip and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by Axis Bank or Mastercard/Visa/Rupay International.
11. "EDC" or "Electronic Data Capture", refers to electronic Point-of-Sale swipe terminals whether in India or overseas, whether of Axis Bank or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
12. "Mastercard/Visa/Rupay", means a trademark owned by and normally associated with Mastercard/Visa/Rupay International.

Active Watch ("Contactless Payment chip embedded in a Wearable Band/ Contactless chip/ NFC Chip/ NFC Device ") is issued by Axis Bank Limited, ("Axis Bank Ltd.") having its registered office at "Trishul, Opposite Samartheswar Temple, Law Garden, Ellis Bridge, Gujarat, Ahmedabad-380006, India" on the following terms and conditions:

ACTIVE WATCH VALIDITY AND HOLDER OBLIGATIONS

1. The issue and use of the Contactless Chip shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank of India, Foreign Exchange Management Act 1999.
2. The Contactless Chip shall be valid only for transaction options, as permitted by the Bank from time to time in India and abroad at Axis Bank Point-of-Sale swipe terminals at merchant establishments.
3. The Contactless Chip is and will be at all times the property of Axis Bank and shall be returned to Axis Bank unconditionally and immediately upon Axis Bank's request. The Active Watch Holder is requested to ensure that the identity of the Bank Officer is established before handing over the Contactless Chip.
4. The Contactless Chip is not transferrable or assignable by the Active Watch Holder under any circumstance.
5. You must not permit any other person to use it and should safeguard the Contactless Chip from misuse by retaining the Contactless Chip under your personal control at all times.
6. The BARCODE issued to the Active Watch Holder to activate the Contactless Chip or any number chosen by the Active Watch Holder as a BARCODE, should be known only to the Active Watch Holder and are for the personal use of the Active Watch Holder and are non-transferable and strictly confidential. A written record of the BARCODE number should not be kept in any form, place or manner that may facilitate its use by a third party. The BARCODE should not be disclosed to any third party, either to staff of the Bank or to merchant establishments, under any circumstance or by any means whether voluntary or otherwise. The Bank shall exercise care while issuing the BARCODES and shall be under obligation not to disclose the Active Watch Holder's BARCODE, except to the Active Watch Holder.
7. The Active Watch Holder will have to manage usage of Active Watch for payments. Contactless limits can be modified or enabled/disabled for domestic/international usage via 'Manage Usage Option' available on Active Watch mobile page on Axis Mobile App.
8. The Active Watch Holder's account will be debited immediately with the amount of any transfer and other transactions effected by the use of the Contactless Chip. The Active Watch Holder should maintain sufficient funds in the account to meet any such transactions.
9. The Active Watch Holder shall be entitled to transact at any merchant POS for a value upto Rs. 5000/- without PIN in a single transaction. He shall be eligible for a maximum upto 5 such contactless transactions in a day. He shall be entitled to make unlimited contactless transactions above Rs. 5000 upto daily limit of Rs. 2,00,000 with PIN.
10. The Active Watch Holder will have to SET PIN via Axis Mobile App to transact above Rs. 5000 upto daily limit of Rs. 2,00,000 with PIN.
11. The Active Watch Holder will be responsible for transactions effected by use of the Contactless Chip, whether authorized by the Active Watch Holder or not, and shall indemnify Axis Bank against any loss or damage caused by any unauthorized use of the Contactless Chip, including any penal action arising therefrom on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act, 1999 or any other law being in force in India and/or any other country/ state/continent/territory wherever located in the world at the time, notwithstanding the termination of this agreement. Active Contactless Chip usage is also prohibited for overseas forex trading through electronic/ internet trading portals.
12. You are requested to note that the Active Contactless Chip is valid for up to 5 years. You will have to reapply to Active Watch Program to avail the band with Contactless Chip after this period.
13. The Active Watch Holder will inform Axis Bank in writing within 15 days from the statement date of any irregularities or discrepancies that exist in the transaction details at merchant establishment on the statement of account sent by Axis Bank. If no such notice is received during this time, Axis Bank will assume the correctness of both the transaction and the statement of account.
14. You agree to an ongoing confirmation for use of your name, address, e-mail and mobile number for marketing / merchandising offers between Axis Bank and other companies.
15. You do understand that a Service Tax is applicable on all fees, interest and other charges as per the Government of India regulations, and agree to pay the same.
16. One Active Watch Program would be made available to one customer and by that it would be available for one customer ID. Even if you have multiple accounts linked to a single customer ID, you would be entitled for a single band with Contactless Chip under Active Watch Program.

17. In case of loss/theft of activated Contactless Chip it would be your responsibility to report loss of Contactless Chip to the Bank & specifically request for deactivation of the Contactless Chip.
18. The onus of initiating complaint to appropriate authorities would be on the customer and Bank would not accept any liability to make good the loss suffered by you on account of using the Contactless Chip.

INTERNATIONAL USAGE

1. Utilization of the Contactless Chip must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of your failure to comply with the same, you are liable for action under the Foreign Exchange Management Act, 1999 and may be debarred from holding the Active Contactless Chip from Axis Bank either at the instance of Axis Bank or the RBI. You shall indemnify and hold harmless Axis Bank from and against any/all consequences arising from you not complying with Exchange Control Regulations of the RBI.
2. International usage enablement will be subject to PAN update. The Contactless Chip is not valid for foreign currency transaction in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
3. Axis Bank shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damage arising directly or indirectly out of the decline of a charge caused by the Contactless Chip holder having exceeded the foreign exchange entitlements as prescribed by the Reserve Bank of India (RBI) as issued from time to time, on Axis Bank becoming aware of the Contactless Chip holder exceeding his entitlements.
4. You undertake not to use the Contactless Chip for making payment for any illegal purchases i.e. purchases of items/services not permitted by the RBI as per extant regulations.

MERCHANT ESTABLISHMENT USAGE

1. The Contactless Chip is accepted at all NFC electronic Point-of-Sale terminals at merchant establishments in India and Overseas which display the Mastercard/Visa/Rupay logo.
2. The Contactless Chip is Electronic Use only and will be accepted only at merchant establishments that have an NFC/Contactless electronic Point-of-Sale swipe terminal. Any usage of the Contactless Chip other than electronic use will be deemed unauthorized and the Contactless Chip holder will be solely responsible for such transactions.
3. Always tap your Active Contactless Chip on the NFC Terminal yourself at the merchant establishment. Never share your Contactless Chip with anyone, including the merchant. While using your Contactless Chip on PoS machine, if you suspect something unusual, do not use the machine and report it to Axis Bank immediately.
4. Bank prohibits withdrawal of cash using Contactless Chip at the POS, unless specifically permitted by us for specific accounts and amounts.

IMPORTANT CONSIDERATION

- You must sign the charge slip and retain your copy of the charge slip whenever the Contactless Chip is used at merchant establishments. Axis Bank will not furnish copies of the charge slip. Any charge slip not personally signed by you but which can be proven, as being authorized by you will be deemed to be your liability.
- The Contactless Chip is accepted at all Mastercard/Visa/Rupay merchant outlets having NFC enabled electronic point-of-sale terminals worldwide. Axis Bank will not accept any responsibility for any dealing the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any Mastercard/Visa/Rupay merchant establishment, you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to Axis Bank.
- Axis Bank shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological or technical difficulties or impediments or any other force majeure event that may prevent you from making contactless payment at merchant outlet.
- If you decide to cancel your purchase and not accept the goods after the Contactless Chip is swiped, ensure that the merchant cancels the transaction immediately and the slip is handed over to you. Any cancellation thereafter will be routed as a chargeback on the merchant through the acquiring bank and will take the time required to complete the process. There can be no guarantee of full/partial return of the amount.
- Axis Bank accepts no responsibility for any charge levied by any merchant establishment over and above the value/cost of transactions and debited to your account along with the transaction amount.
- A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to your account (less cancellation charges if any, as applicable at the merchant location) after it is received from the merchant. If the credit is not posted to your Contactless Chip account within 30 days from the day of refund, you must notify Axis Bank, along with a copy of the credit note from the merchant.
- In case, there are insufficient funds in the said account, Axis Bank will not honour the transactions.
- The Contactless Chip holder would be solely liable for all unauthorized acts and transactions.

FEES

- Transaction fees wherever applicable, will be debited to the account at the time of posting wherever applicable.
- All transactions in foreign currency will be billed in the Contactless Chip holder's Bank Account Statements in Indian Rupees. You hereby authorize Axis Bank and MasterCard/Visa/Rupay to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as Axis Bank/MasterCard/Visa/Rupay may from time to time designate.
- Issuance fees / maintenance Fees and Charges for the GOQii Life services would be charged while customer is purchasing Active Watch Program. The charges for the GOQii Life services would be passed on to GOQii Technologies Pvt. Ltd. Annual Maintenance / Program Fees would be levied by Axis Bank, which would be directly debited from the customer's account annually on an anniversary basis.
- The Fess charged would be non-refundable.

FEATURES OF THE ACTIVE CONTACTLESS CHIP BAND

The Bank may, from time to time, at its discretion, tie-up with various agencies to offer various features on your "Active Contactless Chip Band". The Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants/ outlets/agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.

DISCLOSURE OF INFORMATION

- When requested by Axis Bank, you shall provide any information, records or certificates relating to any matter that Axis Bank deems necessary. You will also authorize Axis Bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if the same is found incorrect, Axis Bank may, at its discretion, refuse renewal of the Contactless Chip or cancel the Contactless Chip forthwith.
- Axis Bank reserves the right to disclose customer information in any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
- Axis Bank reserves the right to report to the RBI expenditure undertaken by its Contactless Chip holder in foreign currencies to ensure that the Basic Travel Quota/other permissible entitlements are not exceeded by the Cardholder(s) and that the Foreign Exchange Management Act, 1999 is not contravened.

LOST OR STOLEN BAND

- In the event that the Band is lost or stolen, the occurrence must be reported to any office of Axis Bank in India on the emergency contact number 022-67987700 or to the MasterCard/Visa/Rupay Global Service Centers Helplines whilst abroad. You shall be required to disclose information regarding your Customer ID, your Account Number, address, Date of Birth and Mother's maiden name. Under no circumstance should you disclose the PIN number.
- The loss or theft of the Contactless Chip band should be reported to Axis Bank immediately. Although loss or theft may be reported by means of the 24-Hour emergency Helpline Number, you must confirm the same in writing to Axis Bank as soon as possible. A copy of that acknowledged police complaint must accompany the said written confirmation.
- Should transactions be received by Axis Bank after the Band has been lost or stolen but before receipt of your written confirmation, you shall be liable for all amounts debited to your account(s).
- You hereby indemnify Axis Bank fully against any liability (civil or criminal), loss, cost, expenses, or damages that may arise due to loss or misuse of the Contactless Chip Band in the event that it is lost and not reported to Axis Bank, or lost and misused before Axis Bank is informed.
- Provided you have in all respects complied with the terms and conditions, a replacement band may be issued at the sole discretion of Axis Bank at the applicable fee.
- Should you subsequently recover the Contactless Chip Band, it cannot be used for payments.

General Considerations:

Axis Bank has the right to modify / alter all or any of the terms applicable to the program or discontinue this program at its sole discretion any time as Axis Bank deems fit without assigning any reason or without any prior intimation whatsoever.

This program is subject to applicable law and regulations and would be modified / discontinued based on the prevailing law / regulation at any point of time and neither party shall be under any liability or obligation or continue implementation of the said program till such time the terms are modified by the Parties as per the prevailing/ amended law at that point of time. In the event, that the program cannot be continued without total compliance of the prevailing law at any point of time, this program shall be deemed to be terminated forthwith from the date when the amended law restricting / prohibiting the program comes into force.

Any dispute relating to the program or the terms and conditions shall be subject to the jurisdiction of the courts in Mumbai only.

Axis Bank is not and shall not be held responsible for any deficiency in the GOQii Fitness Band and any such issues related to the deficiency in the GOQii Fitness Band shall be settled by the customer without any reference to Axis Bank.