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Payments Terms and Conditions

1. Definitions

- 1.1. "Account/s" refers to the account/s of the Customer, with Axis Bank, mutually designated for CIB Services from time to time and means all existing, new and future accounts of the customer with Axis Bank.
- 1.2. "Customer" or "Client" or "Company" shall mean the person / entity availing of the CIB Services under these Terms and Conditions.
- 1.3. "CIB" or "Internet Banking Services" or "Corporate Internet Banking" or "Services" wherever used in these Terms and Conditions shall mean services offered by Axis Bank to its Customers under these Terms and Conditions including fund transfer / payment services (NEFT/ RTGS/ IMPS Facility), cheque/ demand draft/ pay order facility, Statutory & Tax Payments, Trade & Foreign Exchange Services, Non- financial services (Cheque Book, DD, PAN Update etc.) and any other services being made available from time to time, and shall also include all modifications of such services as Axis Bank may make from time to time.
- 1.4. "Instructions(s)" shall mean and include all communications made or instructions given by the Customer to Axis Bank by following the Security Procedure for carrying out activities covered under the Services, including any payment instructions for making a remittance or transfer of funds.
- 1.5. "OTP" shall mean a one-time password/ one-time personal identification number
- 1.6. "RBI" shall mean The Reserve Bank of India.
- 1.7. "NPCI" shall mean National Payments Corporation of India
- 1.8. "Regulations" or "Guidelines" shall mean all rules, regulations and/ or guidelines issued by the RBI, NPCI or any other governmental or statutory authority from time to time in relation to the Services
- 1.9. "Security Procedure" means such procedure prescribed by Axis Bank, from time to time, for the purpose of processing or verifying that an Instruction or a communication amending or cancelling an Instruction is that of the Customer or for detecting error in the transmission for the content of the Instruction.
- 1.10. "Terms and Conditions" shall mean these Terms and Conditions as may be modified and supplemented, as set out herein.
- 1.11. "Users" shall mean the representatives of the Customer who have the rights to access the Accounts of the Customer through the CIB and shall include both Users with viewing rights and Users having inputting, uploading, and verification, confirmation and/or authorization rights. Where such authorization rights are given by the Customer on a joint basis, then this term shall mean such joint Users with authorization rights, as the context or meaning may require.
- 1.12. "Website/Site" shall mean the web-site <www.axisbank.com> or such other web-site as may be notified by Axis Bank from time to time.
- 1.13. "GST" shall mean any tax or cess or both imposed on the supply of goods or services or both under GST Laws.
- 1.14. "GSTIN" shall mean Goods and Services Tax Identification Number.
- 1.15. "GSTN" shall mean Goods and Services Tax Network.
- 1.16. "GST Laws" shall mean IGST Act 2017, CGST Act 2017, UTGST Act 2017 and State specific SGST Acts, 2017 and all relevant rules, regulations, notifications and circulars issued under the respective legislations.

2. Applicability of Terms

- 2.1. The use of CIB Services is governed by these Terms and Conditions. These Terms and Conditions are in addition to and not in derogation of any other Terms and Conditions applicable to the Customer as prescribed by Axis Bank.

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3. Services

- 3.1. Subject to these Terms and Conditions, applicable laws, and other Terms and Conditions as may be specified on Axis Bank's Website, Axis Bank shall provide the Services to the Customer. Axis Bank shall be entitled to modify, upgrade and/or suspend the Services, or the mode manner and extent of the Services from time to time, and shall endeavour to inform the Customer of such change in Services. Axis Bank reserves the right to suspend all or any of the Services provided to the Customer without being required to provide any prior notice and without assigning any reason therefore.
- 3.2. For availing of, or ceasing to avail of the Services, or any part thereof, the Customer shall make a separate application to Axis Bank in the prescribed format and the Customer shall be governed by such additional Terms and Conditions as prescribed by Axis Bank for this purpose, as well as subject to the applicable laws.
- 3.3. Axis Bank may, at the request of the Customer, extend the Services to any other existing/ new Accounts, and these Terms and Conditions shall automatically apply to such further use of the Services by the Customer.
- 3.4. Customer hereby accept and acknowledge that, the intellectual property rights covered in the Services and also developed/generated during the provision of Services by the Bank, shall continue to be owned and vest with the Bank solely and this Terms & Conditions does not in any way confer any right on the Customer for the Ownership or use of the intellectual property rights
- 3.5. Axis Bank may, classify/ mark/ categorise any Customer/ User/ User id as "Dormant User", If the Customer/ User has not logged into the Corporate Internet Banking, through the registered User id, for a continuous period of 180 (One Hundred and Eighty) [calendar days] from the date such Customer/ User last logged-in through the designated platform for accessing Internet Banking Services by using the registered User id. Pursuant to such classification/ marking/ categorising of any Customer/ User/ User id as 'Dormant User', such Customer/ User will be unable to access any Corporate Internet Banking Services from the relevant registered User id without re-activation of such Dormant User ID in Corporate Internet Banking. In order to re-activate a Dormant User ID, the relevant Customer (through an Authorised signatory)/ User may provide a written instruction to Axis Bank, requesting re-activation of the Dormant User ID and upon receiving the Reactivation Request, AXIS Bank may, at its sole discretion, approve such request for re-activation and grant access back to the Customer/ User by reactivating the User id.
- 3.6. The Customer hereby authorizes the Bank to extend the Services of Bulk Payment and TF Connect as a default to existing Customers basis the authorisation matrix provided for Single Payment. The Terms and Conditions as applicable shall apply to such further use of the Services by the Customer."

4. Amendment to Terms and Conditions

- 4.1. Notwithstanding anything contained elsewhere in these Terms and Conditions, where Axis Bank decides to upgrade or modify the Services or provide new services to the Customers, such upgrades, modifications and new services shall be subject to such Terms and Conditions as may be stipulated by Axis Bank, and Axis Bank shall amend or supplement any of these Terms and Conditions, at any time, if such amendment is required, which amendment shall be binding on the Customer. Axis Bank shall endeavour to inform the Customer of such changes. Any modification in these Terms and Conditions will be updated/uploaded on the Website/Site for the Customers, shall be deemed to be notified to the Customers.

5. Security Procedure

- 5.1. The Customer shall, at its own risk and consequences, access the Services by following the Security Procedure prescribed by Axis Bank from time to time, including use of (i)user-ID and password(s) (ii) One touch devices for accessing Corporate Internet Banking services. In addition, Axis Bank may advise the Customer to adopt such other Security Procedure and means of authentication as Axis Bank may require, and the Customer agrees to abide by such security procedure.
- 5.2. The Customer and the Users authorized by the Customer shall keep all User IDs and passwords, OTPs, including the passwords, confidential and well protected and should not reveal the same to any unauthorized person, including to any employees and representatives, vendors, partners of Axis Bank. Axis

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Bank shall in no way be held responsible, if the Customer incurs any loss as a result of the password being disclosed by the Customer or User to any third parties.

- 5.3. Customer will be given access to Corporate Internet Banking channel through mandatory 2 Factor Authentication (2FA) provided by the bank. Axis Bank may provide 2 FA through SMS, One touch devices or any such ways as part of its product offering from time to time. Customers shall ensure that each User shall be responsible for the security of his 2 FA.
- 5.4. Customers will mandatorily require to use this 2 FA while accessing or approving of transactions and requests in Internet Banking channel.
- 5.5. Users will be responsible for the safe custody of their mobile devices or One Touch devices (also known as Hard Token) and bound by, any and all instructions given and/or transactions carried out by the members of its organization by using the private key and the public key. Axis Bank shall be entitled to presume as genuine all Instructions given by using the Security Procedure.
- 5.6. Any loss or theft or misplacement or damage to the mobile devices which may lead to compromise of 2 FA should be reported to the Bank immediately for necessary prevention to restrict misuse of the User's Internet Banking access.
- 5.7. Axis Bank shall endeavour to adopt appropriate security measures as available in the industry from time to time. However, the Customer acknowledges that the technology used including the Internet, as well as the use of public/ shared facilities is susceptible to a number of risks, such as misuse, hacking, virus, malicious, destructive or corrupting code, programme or macro which could affect the Services. Axis Bank will not be responsible for any loss, delays or failures in the processing of instructions, reporting and/ or receipt generation on account of such risks.

6. Instructions

- 6.1. All Instructions received from the Customer by Axis Bank shall only be processed during banking hours on working days. An Instruction will only be accepted by Axis Bank if it has been transmitted to Axis Bank in the manner mentioned in these Terms and Conditions, by using the Security Procedure prescribed hereunder. Axis Bank may, in its absolute discretion but without being under any obligation, make further checks as to the authenticity of an Instruction®.
- 6.2. The Customer is solely responsible for the accuracy and authenticity of the Instructions provided to Axis Bank and will be bound by any and all Instructions given and/ or transactions carried out by any User authorized by it. Axis Bank shall be entitled to rely upon all Instructions given by the Customer and act on such Instructions. The Customer acknowledges and agrees that in the event of any inaccuracy in any information and/ or Instruction, there could be consequent erroneous transfers. All such Instructions shall be final and binding on the Customer. In the event of any dispute on the actual Instructions given to Axis Bank, the records of Axis Bank would be final and binding on the Customer.
- 6.3. An Instruction shall remain effective till such time the same is countermanded by further instructions by the Customer or effectuated by Axis Bank. If the Customer notices an error in the information supplied to Axis Bank in any communication, it shall immediately notify Axis Bank, and Axis Bank will endeavour to rectify the error wherever possible on a "reasonable efforts" basis. In the event of Customer's account receiving an incorrect credit by reason of a mistake committed by any other person, the Customer authorizes Axis Bank to reverse the incorrect credit at any time whatsoever. The Customer shall be liable and continue to remain liable to Axis Bank for any unfair or unjust gain obtained as a result of the same.
- 6.4. If Axis Bank is of the opinion that (i) an Instruction received by it may not have been properly authorized by the Customer; or (ii) is conflicting, inconsistent, unclear, incomplete, deficient, contrary to any law or policy, or (iii) Axis Bank has reason to believe that the Instruction is issued to carry out an unlawful transaction; or (iv) the Instruction is attached with notice of any special circumstances, (v) the account has insufficient funds or non- availability of clear funds; Axis Bank may, (without being bound to do so) seek clarification from the Customer before acting on any such Instruction or act or refuse to act upon any such Instruction in the manner as it deems fit. Axis Bank will not be responsible or liable for any loss to the Customer or any third party that results from the carrying out or refusal to carry out any Instructions or from any delay in effecting any Instructions in the above circumstances.

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- 6.5. Axis Bank shall not be responsible for any delay in carrying on the Instructions due to any reason whatsoever, including due to any circumstances beyond its reasonable control or any requirement of law or on account of any shortcoming by any third party, vendor, and/ or partner, howsoever caused.
- 6.6. If any Instruction cannot be given effect unless it is affected by requisite documentation, Axis Bank shall not be required to act on such Instruction until it receives such documentation.
- 6.7. Axis Bank shall not be liable for any consequences arising out of its failure to carry out the instructions due to inadequacy of funds and/or due any order, guideline or directive received from any governmental body or statutory authority.
- 6.8. Transaction processing rules and limits will be created in Corporate Internet Banking channel as per the instructions provided by the Customer. The responsibility of initiation and approval of transaction on Internet Banking lies with the Customer and Axis Bank shall not be held liable for any unforeseen consequences which if occurred due to misuse/unauthorised use of facility or compromise of access credentials by users.
- 6.9. In case of any instruction relating to any foreign currency transaction made by the Customer, the exchange rates quoted by Axis Bank, if any (whether through its Website or otherwise), shall only be provisional and shall be subject to future variations in the exchange rate. The rate at which the transaction is given effect to would be the effective rate for all intents and purposes. Any Instructions given by the Customer should not contravene the provisions of the applicable law including, without limitation, the Regulations, various regulations framed under Foreign Exchange Management Act, 1999, and other rules and regulations laid down by Reserve Bank of India, or any other governmental body or statutory authority.

7. Authority to Axis Bank for Internet Banking Services

- 7.1. The Customer irrevocably and unconditionally authorizes Axis Bank to access all its Accounts) registered for the Services, for effecting banking or other transactions performed by the Customer through the Internet Banking Services by giving Instructions.

8. Transaction Limits

- 8.1. Axis Bank may, from time to time, specify maximum and minimum transaction limits for its various services. The Customer shall be bound to comply with such limits imposed by Axis Bank.

9. Changes in Information

- 9.1. Any changes in the information provided by the Customer shall be communicated by the Customer to Axis Bank in the manner stipulated by Axis Bank, along with a Customer resolution. The Customer shall be entitled, to modify, add and/ or delete its list of Users from time to time, by giving a letter to this effect to Axis Bank, along with a Customer resolution. Any such change shall be effective only after the Customer has been intimated of the implementation of the changes by Axis Bank, and till such time Axis Bank shall continue to accept and carry out Instructions received from any of the representatives of the Customer whose names are mentioned in the list of Users then available with Axis Bank.

10. Confidentiality & Disclosure

- 10.1. The Customer hereby authorizes the use of confidential information of the Customer by Axis Bank and the transfer by Axis Bank of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates, auditors, vendors, partners and agents of Axis Bank, wherever situated, for confidential use in connection with the provision of the Services to the Customer, and further acknowledges that any such branch, subsidiary, representative office, affiliate, vendor, partner or agent shall be entitled to transfer any such information as required by any law, court, regulatory or legal process.

11. Disclaimer of Warranties

- 11.1. Except as warranted herein and in the Terms and Conditions, Axis Bank makes no other express or implied warranty with respect to the Services provided hereunder, and hereby expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of

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uninterrupted, error-free, timely or secure performance of the CIB systems/ Services, title, satisfactory quality, merchantability, fitness for a particular purpose, data accuracy and completeness, and any warranties relating to non-infringement in Internet Banking or any transmission of information from Axis Bank to the Customer being virus free.

12. Right of Set-off

12.1. Axis Bank shall have the banker's lien and right of set-off, on the deposits, funds or other property of the Client with Axis Bank, whether held in single name(s) or jointly with any person(s), to the extent of all outstanding dues, whatsoever, arising as a result of or in connection with the Facility.

13. Indemnity

13.1. The Customer agrees that the Customer shall indemnify and hold Axis Bank, its officers, director, agents, vendors, partners, affiliates, employees and representatives harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Axis Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the Services or due to any negligence/mistake/misconduct on the part of the Customer or breach or non-compliance by the Customer of any of the Terms and Conditions stipulated herein including applicable legislation and statutory guidelines relating to any of the Services or by reason of Axis Bank in good faith taking or refusing to take action on any instruction given by the Customer.

13.2. The Customer agrees that the Customer shall indemnify and hold harmless Axis Bank, its officers, director, agents, vendors, partners, affiliates, employees and representatives against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Axis Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of any action taken against Axis Bank by any Government body, Regulatory Authority or third party pursuant to any act by or omission of the Customer.

14. Internet Banking Records and Transaction Terms

14.1. Axis Bank shall issue to the Customer a statement of Accounts through online / offline mode for verification at the Customer's end. The Customer shall within a period of 7 (seven) days from date of transaction report to Axis Bank any discrepancy in the execution of an Instruction. The Customer agrees that it shall not be entitled to dispute the correctness of the execution of an Instruction or the amount debited to its Account if it fails to report the discrepancy within the aforesaid period.

14.2. All the records of Axis Bank generated by the transactions arising out of the Instructions, including the time the transaction recorded shall be conclusive proof of the genuineness and accuracy of the Instructions received by Axis Bank and the consequent transaction.

14.3. The Customer agrees not to object to the admission of Axis Bank's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer.

14.4. Axis Bank is permitted to utilize all information received by it from the Customer as evidence against the Customer before any competent Court of law or Judicial or Quasi-Judicial Authority or Tribunal or any other statutory or government authority.

14.5. All original documents along with applicable stamping (wherever applicable), shall be submitted to the concerned branch by the client within two working days from the date of initiation of transaction in the Trade portal services.

15. Termination

15.1. Subject to this Clause 15, Axis Bank reserves the right to discontinue all or any of the Services at any point of time with 30 days' prior notice, save and except in circumstances where Axis Bank has discontinued all or any of the Services as a consequence of the Customer committing any breach of the Terms and Conditions or if it learns of the death, bankruptcy or lack of legal capacity of the user.

15.2. Closure of Accounts of the Customer will terminate the Service.

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- 15.3. The Customer is entitled to cancel the Services provided herein by giving a 30 days' prior notice to the other party in this regard.
- 15.4. Axis Bank shall not be liable for any damages, claims, losses, expenses of any nature whatsoever by reason of such termination or discontinuation of the Services.

16. Force Majeure

- 16.1. Axis Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). "Force Majeure Event" means any event due to any cause beyond the control of Axis Bank, including without limitation, network failure, faults in computer systems, storage devices natural calamities, legal restraints or any other reason.

17. Charges

- 17.1. The Customer hereby agrees to bear the all charges applicable to the Services as may be stipulated by the Axis Bank from time to time (shall be exclusive of all applicable taxes including Goods and Service Tax(GST) and the same will have to be borne by the Customer/Accountholder), or rates/charges agreed from time to time for availing of the Services and intimated to the Customer through the Website or through any other medium, as Axis Bank may deem fit. Axis Bank is authorized to debit such charges to the Customer's Accounts.
- 17.2. The Bank hereby also agrees and undertakes as follows: (i) the invoice (if any) raised by the Bank shall bear the GSTIN of the Customer as and if provided by the Customer; (ii) The Bank shall upload the details of the invoices (if any) on the GSTN common portal in the prescribed form for supply made to the Customer; and (iii) The Bank shall pay the applicable GST on the supply made to the Customer and file the GST returns as prescribed under GST Laws within the statutory time limit.

18. MIS/Reports

- 18.1. Bank may at its sole discretion provide information including data, statements and reports to Client relating to these Facility/Facilities/Services via (a) electronic mail to an address designated by Client or (b) any other electronic method including SMS. Client recognises that such information would be of a confidential nature and that the information may be intercepted, read, modified or altered by any person during such transmission and internet communications cannot be guaranteed to be timely, secure, error or virus-free. The Bank does not accept liability for any delays, errors or omissions and shall bear no liability whatsoever for any direct, indirect or consequential loss arising out of such information being sent over the internet whether caused by Bank or other third parties.

19. Non- Transferability and Non-Assignability

- 19.1. The grant of the Services to a Customer is not transferable under any circumstance and shall be used only by the Customer. The Customer shall not assign its rights and/ or obligations in relation to the Services or any part thereof to any other person. Axis Bank may subcontract and employ agents to carry out any of its obligations in relation to the Services.

20. Governing Law and Jurisdiction

- 20.1. The construction, validity and performance of the Services and these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the non-exclusive Jurisdiction of the Courts at Mumbai. The customer shall demonstrate his knowledge and acceptance of the aforesaid Terms and Conditions by logging onto or otherwise accessing or using Axis Bank's Customer Internet Banking services. If the customer does not agree with any of the terms or conditions as aforesaid, the customer should not use or attempt to use Axis Bank's Customer internet banking services in any other manner whatsoever including by logging onto the Website.

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Terms and Conditions - Bulk Payments (Uploading Bulk Payment files)

1. The Payment Platform Module is a web based Payment service offered by the Bank wherein the Customer Clients of the Bank can request the Bank to remit funds from the Customer Client's account with the Bank to certain beneficiaries as may be stipulated by the said Customer Client based on the data furnished to the Bank by the Customer Client.
2. The Customer is desirous of availing the service of Payment Platform Module for single upload facility across various products of Axis Bank upon the terms and conditions as may be stipulated by the Bank and has approached the Bank for the same. The Bank has agreed to provide such services i.e. Fund Transfer, IMPS, NEFT, RTGS, Cheque Printing, Demand Draft Printing, Cash Delivery Corr Cheque and Corr DD under the Payment Platform Module as per the requirements of the customer's subject to availability of clear funds in the Customer's account.
3. The Payment Platform software shall enable the Bank to arrange processing fund transfer, IMPS, NEFT, RTGS, Cheque Printing, Demand Draft Printing, Corr Cheque and Corr DD, Cash Delivery files and other services offered through the software after that the Customer shall upload the files through internet.
4. The detailed Process Flow for upload process which shall be followed by the Customer is enumerated below. No deviation from the said process shall be permitted.
5. The Customer hereby authorizes the Bank to print the cheques/DD and/or execute RTGS/NEFT/Fund Transfer/IMPS transactions on its behalf solely based on the details uploaded by the Customer in accordance with the Process Flow. The Customer undertakes that it shall not hold the Bank responsible for any failure or delay relating to the Internet or any other information technology system provided that such failure is not owing to the gross and wilful negligence of the Bank.
6. With respect to the requests of the Customer for Cheque Printing, the Customer undertakes and agrees that the Bank shall honour only those instruments, which have been printed by the Bank under the said specific account. It is agreed by and between the Parties that the Bank shall honour the instruments based on facsimile signatures received from the Customer provided that the Customer has provided a specimen of the same to the Bank and the same is in terms of the board resolution furnished to the Bank by the Customer. The honouring of the instruments based on facsimile signatures shall be done by the Bank solely at the risk and responsibility of the Customer. The Customer further agrees that all cheques presented at the branches outside the arrangement contemplated under this Agreement shall be returned unpaid and the Bank shall in no way be responsible or liable for such instruments returned. The Customer further agrees that once the cheque, DD, Corr cheque, Corr DD has been printed by the Bank, they shall be hand - delivered or dispatched to the Customer either through a courier service or through post. It is expressly agreed that such dispatch shall be at the sole risk and responsibility of the Customer and the said courier service/post shall be deemed to be an agent of the Customer for the purposes of this Terms & Conditions.
7. The Customer undertakes that the data shall be uploaded by an authorized person and the Customer shall furnish a copy of the Board Resolution evidencing this authorization to the Bank. The signatures of the authorizers will also be updated in the accounts opened with the bank.
8. No implied duties or obligations shall be read or deemed to be read into these terms and conditions against the Bank. Apart from duty to remit funds as aforesaid, the provisions of any agreement, arrangement or understanding executed between the Customer and/or the beneficiary shall not bind the Bank.
9. The Bank shall have the right to act upon the aforesaid requests on the Payment Platform Module without going into the authenticity and/or validity and/or authorization of the requests which are received by the Bank on the aforesaid site and such requests shall be deemed to be authentic, valid and duly authorized by the Customer. The Customer hereby agrees that the Customer shall be irrevocably and unconditionally be bound by such above mentioned requests given to the Bank by the Customer through the Payment Platform Module and the Customer shall not be entitled to dispute the authenticity, validity or authorization of any such requests appearing to have been sent to the aforesaid site by the Customer.
10. The Customer undertakes that the web facility provided to it shall be utilized for the specific purpose as determined by the Bank.

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11. The Customer shall receive the details of the transactions executed and it shall be the obligation of the Customer to cross check the list with the uploaded data.
12. If online password generation and reset facility is availed (only for customers availing Bulk Upload facility), it is understood that the bank will register this information given to send the passwords. Any change in the mobile no or email ID or token of any user will be intimated to the bank in letter head, signed by authorized signatory as and when such change occurs. The Customer will keep the bank indemnified for actions of the bank in the case of late information or no information to the bank to change the registered information.

Process Flow for File uploads at Customer end.

1. Data will be uploaded by the client directly on the Payment Platform module in a predefined mutually agreed format. There may be more than one product assigned to each Customer. The client can upload the data pertaining to different products through a single file, if they so desire.
2. Customers can upload data from anywhere through the Internet by logging on to the web interface of the Payment Platform for data uploading. The Customer will be provided with the login ID and password for accessing the Payment Platform.
3. Axis Bank admin will have the rights to define the Customer users and perform the master related activities. As per the requirement, the same rights can be provided to Customers' for performing the same activities independently provided necessary authority has been sought and required documents have been submitted to Bank.
4. There will be a maker and checker concept for data upload and authorization for ensuring accuracy of the data. The responsibility of maintaining the maker and checker concept lies with the Customer and Axis Bank shall not be held liable for any unforeseen consequences which if occurred due to misuse/unauthorised use of facility by maker or checker.
5. The Customer can authorize / reject the file/s as per prescribed authorization matrix. Authorization is done to check whether the logged-in user has the rights to upload the selected file.
Basic validations will be performed. Following points will be checked:
 - a) Same file name should not be allowed to be uploaded more than once.
 - b) Same transaction may not be allowed to be uploaded more than once provided unique number for each transaction is provided by the client.
 - c) Validation of Customer ID & Customer format and also the product ID.
 - d) Check the compulsory fields required for making payment are present in the uploaded file.
 - e) Check the field type and field length, specified in the central database format, against the same for the Single fields in the data file.
7. In case of rejection of any file due to various reasons, the system will display the reasons of rejection on the front end which may be rectified by the client and the revised data may be uploaded again.
8. The uploaded Customer data will contain the Customer account number. If the account number is not present in the uploaded Customer data then the default value will be used which will be picked up from the Customer master table.
9. The authorized files will be processed by the Bank i.e. transactions pertaining to Fund Transfer will be executed seamlessly based upon the Beneficiary Account Number specified in the payment file and the RTGS/NEFT/IMPS/Cash Delivery transactions will be executed seamlessly, if authorized by the Customer reasonably before cut-off time for the said payment modes.
10. As per the arrangement, the data pertaining to Customer Cheques/Demand Draft/ Corr Cheque/ Corr DD shall either be printed by remote branches of Bank or Customers. In the event of any malfunctioning and/or break-down in the working of the said network for the reasons beyond the control of the bank, the benefits and the facilities hereby granted to me/us will stand suspended during such break-down in which case the bank will not be any manner be liable and/or responsible to me/us for any damages / compensation and/or for any other consequences arising out of such suspension.

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Terms and Conditions - Payment Services- Host to Host Annexure

1. The Payment Platform Module is a web based Payment service offered by the Bank wherein the Customer Clients of the Bank can request the Bank to remit funds from the Customer Client's account with the Bank to certain beneficiaries as may be stipulated by the said Customer Client based on the data furnished to the Bank by the Customer Client.
2. The Customer is desirous of availing the service of Payment Platform Module for Host to Host service across various products of Axis Bank upon the terms and conditions as may be stipulated by the Bank and has approached the Bank for the same. The Bank has agreed to provide such services i.e. Fund transfer, IMPS, NEFT, RTGS, Salary and Statutory payments.
3. Cheque Printing, Demand Draft Printing, Corresponding Cheque and Corresponding DD under the Payment Platform Module as per the requirements of the customer's subject to availability of clear funds in the Customer's account.
4. The Payment Platform software shall enable the Bank to arrange processing fund transfer, IMPS, NEFT, RTGS, Cheque Printing, Demand Draft Printing, Corresponding Cheque and Corresponding DD, files and other services offered through the software after that the Customer shall upload the files through internet.
5. The detailed Process Flow for upload process which shall be followed by the Customer is enumerated below. No deviation from the said process shall be permitted.

Process Flow for the Host to Host process

1. Customer ERP/ Software will generate the payment transactions as per the agreed format with Axis Bank.
2. Payment transactions will be sent to Axis Bank through encrypted process as per the agreed Host to Host (H2H) integration process.
3. The valid payment requests will be available on the Axis Bank portal for necessary authorisation by the customer.
4. The authorised payment transactions will be processed at bank end as Fund Transfer or through RBI/ NPCI as per the transaction details.
5. The status/ MIS/ Report of the transactions will be provided at Customer ERP/Software automatically through the H2H integration
6. The Customer hereby authorizes the Bank to print the cheques/DD and/or execute RTGS/NEFT/Fund Transfer transactions on its behalf solely based on the details uploaded by the Customer in accordance with the Process Flow. The Customer undertakes that it shall not hold the Bank responsible for any failure or delay relating to the Internet or any other information technology system provided that such failure is not owing to the gross and wilful negligence of the Bank.
7. With respect to the requests of the Customer for Cheque Printing, the Customer undertakes and agrees that the Bank shall honour only those instruments, which have been printed by the Bank under the said specific account. It is agreed by and between the Parties that the Bank shall honour the instruments based on facsimile signatures received from the Customer provided that the Customer has provided a specimen of the same to the Bank and the same is in terms of the board resolution furnished to the Bank by the Customer. The honouring of the instruments based on facsimile signatures shall be done by the Bank solely at the risk and responsibility of the Customer. The Customer further agrees that all cheques presented at the branches outside the arrangement contemplated under this Agreement shall be returned unpaid and the Bank shall in no way be responsible or liable for such instruments returned. The Customer further agrees that once the cheque, DD, Corr cheque, Corr DD has been printed by the Bank, they shall be hand - delivered or dispatched to the Customer either through a courier service or through post. It is expressly agreed that such dispatch shall be at the sole risk and responsibility of the Customer and the said courier service/post shall be deemed to be an agent of the Customer for the purposes of this Terms & Conditions.
8. The Customer undertakes that the data shall be uploaded by an authorized person and the Customer shall furnish a copy of the Board Resolution evidencing this authorization to the Bank. The signatures of the authorizers will also be updated in the accounts opened with the bank.

SEAL & SIGNATURE OF AUTHORISED SIGNATORY (as per board resolution)

Name: _____

Place: _____ Date: _____

Name: _____

Place: _____ Date: _____

Seal & Signature

Seal & Signature

9. No implied duties or obligations shall be read or deemed to be read into these terms and conditions against the Bank. Apart from duty to remit funds as aforesaid, the provisions of any agreement, arrangement or understanding executed between the Customer and/or the beneficiary shall not bind the Bank.
10. The Bank shall have the right to act upon the aforesaid requests on the Payment Platform Module without going into the authenticity and/or validity and/or authorization of the requests which are received by the Bank on the aforesaid site and such requests shall be deemed to be authentic, valid and duly authorized by the Customer. The Customer hereby agrees that the Customer shall be irrevocably and unconditionally be bound by such above mentioned requests given to the Bank by the Customer through the Host to Host Service and the Customer shall not be entitled to dispute the authenticity, validity or authorization of any such requests appearing to have been sent to the aforesaid site by the Customer.
11. The Customer undertakes that the web facility including Host to Host Service, provided to it shall be utilized for the specific purpose as determined by the Bank.
12. The Customer shall receive the details of the transactions executed via reverse feed or otherwise and it shall be the obligation of the Customer to cross check the list with the transaction data.
13. If online password generation and reset facility is availed, it is understood that the bank will register this information given to send the passwords. Any change in the mobile no or email id or token of any user will be intimated to the bank in letter head, signed by authorized signatory as and when such change occurs. The Customer will keep the bank indemnified for actions of the bank in the case of late information or no information to the bank to change the registered information.
14. Customer agrees to safeguard the software and hardware provided under the arrangement from damages, misuse, unauthorised access and theft.
15. In case of any variation, the Customer will inform the bank within such time as mutually agreed upon.
16. The Customer agrees to allow unrestricted access to the Bank's officials and its authorized representatives for deployment, replacement and periodic maintenance of hardware and software in its premises for facilitating exchange of data between the systems at the Bank and at the Customer, at mutually convenient time.
17. In the event of discontinuation of this service, the Bank shall recall all hardware and software, which have been provided by the Bank to the Customer under this arrangement.
18. In the event of discontinuation of this service, the Customer agrees to immediately and permanently destroy all software, which has been deployed by the Bank or its representatives in Customer's hardware systems, to return all media containing software and documents to the Bank, which have been provided by the Bank under this arrangement.
19. The Customer agrees and confirms that, Bank will process the H2H transactions as pre-approved transactions i.e. once the payments are initiated from the customer's ERP/application, basis the instructions of the customer and once such instructions are received from processing of such pre-approved transactions same will be processed seamlessly as 'straight-through' without further authorisation for the same. In such case, Customer shall not hold the Bank liable or responsible in any manner whatsoever in respect of any loss/damage, if any, caused to Customer for the reason that Bank having taken action in good faith basis said instructions of the Customer;

