

TERMS & CONDITIONS ♦ CUB eWALLET APPLICATION

These terms and conditions are an Agreement between the User and City Union Bank and shall regulate the provisions of the specified products & services provided by City Union Bank through eWALLET Application. These Terms are in addition to and not in derogation with following terms and conditions and such other terms and conditions, as may be specified by City Union Bank from time to time ♦

- **CUB Saving Account/ Net Banking / Mobile Banking terms & conditions**

In case of any inconsistency between these terms & conditions and other primary/ specified terms and conditions, these Terms & conditions shall prevail.

1. Definitions

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

♦**CUB eWALLET Application**♦ or ♦**eWALLET**♦ refers to eWALLET mobile Application offered by City Union Bank in India, which can be downloaded from App Store (or the services offered in www.cubewallet.in) by the User to avail various products and services offered by City Union Bank through this eWALLET application.

♦**Account Holder**♦ shall mean a User who is holding an operative bank Account with CITY UNION BANK. Non-Resident Indians (NRIs), Foreign Account Holders and minors are not eligible to register for the Services.

♦**Account(s)**♦ shall mean an operative bank Account Operated by any User with City Union Bank, details of which provided by the User at the time of registration or authentication process of eWALLET Application and shall also include eWALLET Account offered by City Union Bank on eWALLET Application.

"Bank" and "City Union Bank" shall mean City Union Bank Limited, a company incorporated under the Companies Act 1956 and licensed as a bank under Banking Regulation Act, 1949 having its registered office at 149, T S R Big Street Kumbakonam 612 001 Tamil Nadu and Administrative Office at NARAYANA, 24-B Gandhi Nagar, Kumbakonam 612 001, Tamil Nadu.

This term shall be inclusive of any 'affiliates' of the Bank which shall mean and include any company which a holding company or a subsidiary or any person under the control of the Bank or in which the bank has a direct/ beneficial interest in more than 26% of the voting securities of such person. For the purpose of this definition "control" when used with respect to any person would mean the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" would mean a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

Internet Banking ID shall mean City Union Bank Internet Banking User ID allotted to the User through which he/she can access products and services offered by City Union Bank through Internet Banking portal hosted on: www.onlinecub.net

Law includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or applicable Reserve Bank of India circulars, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.

eWALLET refers to virtual and/or prepaid payment instrument having a monthly transaction and balance limit of Rs. 10,000/- for minimum KYC compliant Users and balance limit of

Rs. 1,00,000/- for full KYC compliant Users, offered by City Union Bank through eWALLET Application. City Union Bank has offered said prepaid payment instrument in compliance with the

RBI Policy Guidelines on Issuance and Operation of Pre-paid Payment Instruments in India.

"Mobile Phone Number" shall mean the phone number specified by the User during registration to the eWALLET Application. In case the User wishes to register as an **City Union Bank customer** he/she will have to use the Phone number registered for Mobile or SMS Banking facility offered by City Union Bank. Any other Phone number shall be treated as a **Non-City Union Bank customer**.

"Mobile Phone" shall mean a valid SIM card enabled smart-phone (running Android operating system), which is owned by the User.

Money shall mean funds in Indian Rupee (INR) held in the Account(s) or Wallet or in any other financial instrument.

"Personal information" shall mean any information about the User voluntarily provided by the User and obtained with the consent of User by City Union Bank, in relation to the services.

Registered User refers to a User who has registered for the eWALLET Application.

Services shall mean all the products and services offered by City Union Bank under the eWALLET Application, as more specifically mentioned in clause 4 of these Terms.

Transaction shall mean and includes all the eWALLET transactions in the eWALLET Application.

"User" shall mean eligible Account Holder of City Union Bank as well as any other person (not necessary having any relationship with Bank) who has downloaded the eWALLET Application and registered with City Union Bank for availing service offered by City Union Bank under the eWALLET Application.

◆**Website**◆ shall mean and includes to the website owned, established and maintained by City Union Bank located viz: www.cityunionbnak.com or any other websites which may be hosted by City Union Bank from time to time.

For the purposes of these Terms, unless the contrary intention appears:

a. All reference to the User in masculine gender shall be deemed to include feminine gender also.

b. Any reference to:

an "amendment" includes a supplement, modification, replacement or re-enactment and "amended" is to be construed accordingly;

An "authorization" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

c. The singular includes the plural (and vice versa);

2. Eligibility

i. The eWALLET Application is a standalone mobile application offered in addition to the existing mobile applications and web based services, offered by City Union Bank. eWALLET application may or may not include all the services which are being offered by City Union Bank through its existing mobile applications and web based services. Therefore, existing Account Holders of City Union Bank as well as other Users are eligible and continue to use and avail the services offered by City Union Bank' through their existing mobile applications and web based platforms.

ii. The services offered under eWALLET Application shall be available to all the Users who are Indian citizen and are above 18 years of age on the date of registration to the eWALLET Application, subject to the condition that he downloads

the eWALLET Application, successfully installs it and thereafter authenticate himself with the applicable credentials and sets his MPIN.

iii. To avail services, User has to first register in eWALLET Application with required credentials, the process for which shall be followed by User on the eWALLET Application itself as per instructions provided therein.

iv. These services shall be made available only to the user satisfying the eligibility criteria and shall be provided at the sole discretion of City Union Bank and may be discontinued by City Union Bank at any time, with or without prior notice to the customer.

v. The User understands and accepts that any other condition that is a pre-requisite to access the Services, including, but not limited to a Mobile Device, Data Connection, etc. will be the sole responsibility of the User.

vi. User by registering for the eWALLET Application for availing the Services, the User acknowledges and accepts these Terms as well as certain additional service terms and conditions, as may be applicable, if any, with respect to the specified services (◆Service Terms◆) which will be communicated to the User from time to time and the User◆s conduct of continuing to avail the Services shall amount to his/her unconditional acceptance of such Service Terms and shall be binding on the User.

3. Registration on eWALLET

To avail the Services through eWALLET Application, the USER has to first register with their mobile number

a. For City Union Bank Customers

i. Customer has to select **customer of City Union Bank** and provide their 15 Digit account number

ii. In case user is existing City Union Bank Customer, User's mobile banking and internet banking details (Biller/payee) may or may not be displayed in eWALLET Application.

b. For Other Users

i. Other Users, who download the eWALLET Application, can register on it by providing basic details along with their mobile number.

4. eWALLET

Loading

1. eWALLET has a functionality to load money from various instruments such as from City Union Bank and any Bank Account etc. City Union Bank will review these loading mechanisms from time to time as per its internal processes, guidelines and shall intimate the user accordingly.

2. City Union Bank is not responsible for any delay/transaction failure for the reasons beyond its control and user shall not have any claim against Bank in such cases.

3. Users are not permitted to load money from any NRI or Foreign Account.

Refunds

All the refunds and reversals will be credited to source account i.e. to the Account from where it was debited. The refunds, in case of failed / returned / rejected / cancelled transactions shall be done in accordance with Wallet limits that are prescribed by RBI. These limits might change from time to time on Bank's discretion or as per the applicable Laws or any regulatory changes.

Recharges

- i. eWALLET can be used to recharge prepaid mobile. eWALLET does not provide any mobile service and is only a reseller of prepaid mobile services by telecommunications service providers or the providers of such prepaid recharge (the 'Telco' or 'Telcos') or other distributors or aggregators of such Telcos. eWALLET is not a warrantor, insurer, or guarantor of the services to be provided by the Telcos.
- ii. Recharge sold through eWALLET Application to user is sold without recourse against the Bank for any breach of contract by the Telco. Any disputes regarding the quality, minutes provided, cost, expiration, or other terms of the Recharge purchased must be handled directly between user (or the recipient of the Recharge) and the Telco.
- iii. City Union Bank and its business partners, reserves the right to charge and recover from the User, fees for availing the recharge Services. City Union Bank will recover any charges, whatsoever, that may be levied by any of the service provider for recharge initiated through the eWALLET Application.

Bill Pay

◆Bill Pay◆ feature allows user to pay bills pertaining to services of Mobile, Landline, DTH, Data Card, Electricity, Gas and Insurance.

If user has given standing instructions for payment of a Bill, it will be user's responsibility to ensure that there is sufficient balance in source account/wallet.

Bill Payment made through eWALLET may take 3 to 4 working days to get processed. The customer should ensure that payment is made at least 3 to 4 working days before the due date. City Union Bank bears no responsibility in such cases of late payment or late payment fees levied by the biller.

City Union Bank and its business partners, reserves the right to charge and recover from the User, fees for availing the bill payment Services. City Union Bank will recover any charges, whatsoever, that may be levied by any of the biller for bill payment initiated through the eWALLET Application.

Depending upon the City Union Bank business partner and biller/s through whom the Services are availed by user (i) the specific features of the Service may differ (ii) the number of Billers available over the Service can differ (iii) the type and range of Payment accounts that can be used to issue a Payment Instructions can differ and (iv) the modes/devices over which the Service can be accessed can differ; and (v) the charges, fees for availing the Service or any aspect of the Service can differ.

From time to time, City Union Bank, at its sole discretion, can add to or delete from such list of Billers or types of Payment Accounts that can be used in respect of making payments to a Biller.

eWALLET assumes no responsibility and shall incur no liability if it is unable to affect any Payment Instruction(s) on the Payment Date owing to any one or more of the following circumstances:

If the Payment Instruction(s) issued by user is/are incomplete, inaccurate, invalid and delayed.

If the Payment Account has insufficient funds/limits to cover for the amount as mentioned in the Payment Instruction(s)

If the funds available in the Payment Account are under any encumbrance or charge.

If user's Bank refuses or delays honoring the Payment Instruction(s)

If payment is not processed by biller upon receipt.(removed NCC)

Circumstances beyond the control of City Union Bank

In case the bill payment is not effected for any reason, user has to verify and ensure about the transaction status.

SHOPPING VIA eWALLET

a. In-app booking/ shopping

eWALLET is a platform powered by City Union Bank only for display of offers extended by City Union Bank's merchant partners to eWALLET users and City Union Bank is not selling/rendering any of these Products/Services. The Bank does not act as an agent for the merchants/the owners of the Products vis-a-vis the Customers

City Union Bank is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the merchant and the buyer. At no time shall City Union Bank hold any right, title or interest over the products nor shall the bank have any obligations or liabilities in respect of such contract. City Union Bank is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

City Union Bank is merely facilitating the payment for eWALLET users by providing the various payment options and is not responsible for the delivery/sale of the goods/ services listed herein

City Union Bank is neither guaranteeing nor making any representation with respect to the offers made by the merchant. City Union Bank is not responsible for sale/quality/features of the Products/Services accessible through the eWALLET platform. In case the user receives damaged goods or goods of unsatisfactory quality, City Union Bank bears no responsibility for the quality/ features for the same

If the user proceeds from here, any purchase of a Product/Service will only be through the eWALLET payment instruments or as per City Union Bank's discretion. The Products/Services offered by merchants may also be available at other stores/ online platforms. The Customer's discretion is advised in this regard

Pricing on any product(s)/ service(s) as is reflected on the eWALLET platform, due to some technical issue, typographical error or product information published by seller, may be incorrectly reflected and in such an event seller may cancel your order(s)/ booking(s)

eWALLET by City Union Bank does not at any point of time during any transaction between Buyer and Seller on the platform come into or take possession of any of the products or services offered by Seller nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller to Buyer

By agreeing to the terms & conditions, the user releases and indemnifies City Union Bank and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users on the eWALLET platform and, specifically, waives any claims that the user may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, City Union Bank cannot take responsibility or control the information provided by sellers which is made available on the eWALLET platform

Links to Third-party sites

The eWALLET mobile app may contain links to certain websites ("Linked Sites"). The Linked Sites are not under the control of City Union Bank and City Union Bank is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. City Union Bank is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. eWALLET by City Union Bank is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by City Union Bank of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.

Cancellation/ refunds

Any purchase(s)/ booking(s) made through eWALLET are subject to the cancellation policy of the respective merchant/ seller that the purchase is made from. Any/ all cancellation charges and terms and conditions of the individual merchant/ seller will be applicable to that purchase. City Union Bank is not responsible for any failed cancellations and is not party to any conversations therewith

Any purchase(s)/ booking(s) made through eWALLET are subject to the terms and conditions of the respective merchant. In case of return of goods/ services or refunds, the user must be guided by the return/refund policy laid down by the merchant. In all cases, City Union Bank is not responsible for any losses/ expenses incurred

Offers

All offers listed on this platform are subject to change/ withdrawal without prior notice

All offers have no monetary value, are not transferrable, are not for sale or re-sale nor redeemable for cash

No two eWALLET offers can be clubbed together

Any discounts herein are valid only on the net amount (excluding taxes or any other additional charges)

Any transactions for purchase or booking via eWALLET are subject to the terms & conditions of the respective sellers. Availing offers is subject to availability and the merchant's discretion

Individual merchant's terms & conditions apply to all customer transactions with them

City Union Bank bears no responsibility for the products/ services availed using any offer. The products are sold and the services are provided by respective merchants, under such terms and conditions as determined by the merchants, and City Union Bank accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by City Union Bank and under no circumstances shall the inclusion of any product or service in offers be construed as an endorsement or recommendation of such product or service by City Union Bank

eWALLET SAVINGS

eWALLET Savings account is a mobile only account offering by City Union Bank Ltd available only on eWALLET app.

City Union 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, for carrying out KYC authentication. The use of Business Correspondent services

for fulfillment of KYC will be as per RBI's guidelines. eWALLET Savings Bank Account should be used to route transactions of only non-business/non-commercial nature. In the event of occurrence of such transactions or any such transactions that may be construed as dubious or undesirable. City Union Bank reserves the right to unilaterally freeze operations in such accounts and/or close the accounts. Cheque book will not be provided in welcome kit after opening the account. However, if required Cheque book can be issued from branch at a charge of Rs. 100 (Plus service charges) for 20 cheque leaves.

Account will have debit freeze and credit freeze until the verification is complete and account opening information provided are scrutinized and found to be satisfactory. eWALLET Savings account will be fully operational only after it has been activated. Any violation of this will constitute as a default & the Bank reserves the right to close the said account.

Delivery and/ or receipt of the Welcome Kit cannot be construed to mean that City Union Bank has opened or agreed to open the account. City Union Bank Ltd. at its sole discretion, can either call for further documents or reject the application for any reason whatsoever. In case of rejection, the Welcome Kit & Letter shall be construed as withdrawn and Customer undertakes to return the same to the Bank.

Customer declares and confirms that for opening an account with City Union Bank, local address, which is recorded as customer's mailing address in the account is correct and complete. Customers authorize the Bank to send all correspondence, including all deliverables to the mailing address. Customer further confirms that if the copy of the proof of address is not submitted to the satisfaction of the bank, within 6 months, the Bank shall have the right to freeze / close the account. I hereby agree and undertake to hold harmless and keep City Union Bank fully indemnified against claims and damages, which may be made in respect hereof by reason of City Union Bank relying and acting on this declaration. Any change of address should be immediately communicated by visiting to the nearest City Union Bank branch along with Address Proof.

Any special instructions, both financial and non-financial in nature, like standing instructions, stop payment instructions, Issuance of Cheque books, Demand Drafts, Pay Orders, requests for hot listing ATM/Debit Cards, issuance of duplicate card/PIN, etc. must be communicated in writing and/or via valid City Union Bank Internet Banking ID (wherever such option is available subject to terms and conditions applicable for such facility), otherwise it shall not be binding on the Bank to comply with such Instructions.

City Union Bank may apply suitable charges from time to time as described under ♦Fees and Charges♦ in account opening kit.

RBI is coming up a centralized repository for KYC, City Union Bank may need additional information subsequently. For fulfillment of the same, we may seek additional documents for KYC verification from the customer.

FATCA- CRS Terms and Conditions

The Central Board of Direct Taxes has notified on 7th August 2015 Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/ appointed agencies/ withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e. within 30 days. If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or greencard holder, please include United States in the foreign country information field along with your US Tax Identification Number. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form. I am aware that the bank reserves the right to consolidate any existing customer IDs as it may decide, without any prior notice to me

I do hereby solemnly declare that the information provided above is up to date and correct and I hereby submit my recent photograph and photographs of the KYC documents.

Minimum Balance Requirement

There is no minimum balance requirement in eWALLET Savings account. The balances in the account must adhere to the minimum average balance stipulation laid down by the Bank and shall be communicated to you at the time of opening of the account and any change may be advised to you. Non-maintenance of this average balance will attract applicable penalty as per the rules stipulated in the Schedule of Charges decided by the Bank. Any changes on requirement of minimum balance will be communicated to the customer through banking channels of communication.

Interest

Interest on savings bank deposit is calculated at a rate fixed by RBI. The present rate is 4% and RBI has revised the method of application. With effect from 01.04.2010, Interest shall be paid on daily product method on quarterly basis.

Channel Facilities

The eWALLET Savings Bank Account entitles free access to City Union Bank ATMs, Internet Banking and Telebanking unless otherwise stated. All channel facilities provided by City Union Bank including Debit Cards, ATM Cards, ATMs, Internet Banking etc. are subject to specific guidelines that are provided on www.cityunionbank.com. Availing of the Anywhere Banking facility and the At Par Cheque facility is contingent upon the limits and service charges stipulated for these facilities.

Fees and Charges

Primary Debit card issuance fee is Nil and No Annual Fees if MAB is maintained

Cheque Book Issuance Cost: Rs 100(Plus Tax)/20cheque
leaves at

Detailed ♦Fees and charges♦ will be mentioned in the welcome kit of eWALLET Saving account and also in our website www.cityunionbank.com.

Dormancy and Closure of accounts

If there are no transactions in the account for a period of two years, the account will be treated as an inoperative account. The customer should thus transact on the account periodically, so that it does not become inoperative. In case there are no customer induced debit, credit and/or third party transactions in the account, it may be classified as inoperative. The service charges levied by the Bank and/or interest credited by the Bank would not be considered as customer induced transactions.

Please note that in the event of the account balance being zero consecutively for 3 months or more. The Bank reserves the right to close the account without any obligation to intimate the customer.

Satisfactory conduct of the account entails maintaining stipulated minimum average balance as well as sufficient balance to honor cheques issued to third parties. If there are high incidences to the contrary, the Bank reserves the right to close the account under intimation to the customer.

Change in terms

City Union Bank expressly reserves the right, at any time and without prior notice to the Customer/s, to add to and /or alter, modify, change or vary all or in part, the Terms related to this Program.

Tax

Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customer/s due to provision of the Program, shall be to the sole account of the Customer/s.

Jurisdiction

Disputes, if any, arising out of or in connection with, or as a result of this Program or otherwise shall be subject to the laws of India and the exclusive jurisdiction of the competent courts/tribunals in Chennai only.

5. Authority to City Union Bank

The User irrevocably and unconditionally authorizes City Union Bank to access his Account for effecting instructions for all the Transaction(s) (defined above) and Banking Transactions in relation to the services availed by them under eWALLET Application and to share the Account information with any third parties for the purpose of accepting/executing such requests of the User.

Authorization

The User irrevocably and unconditionally authorizes City Union Bank to operate his Account for effecting instructions for all the Transaction(s) (defined above) and Banking Transactions in relation to the services availed by them under eWALLET Application.

The User irrevocably and unconditionally authorizes City Union Bank to access his Account and the Personal details registered while authentication of eWALLET Application for availing the service including effecting Banking or other transactions of the user through the services.

The User expressly authorizes City Union Bank to disclose to the service provider or any other third party and under applicable Laws, all their personal information in its possession, as may be required by them to provide the services offered under the eWALLET Application to the User.

The authority to record the User's details and transaction details is hereby expressly granted by the User to City Union Bank. All records of City Union

Bank generated by the Transactions arising out of use of the services, including the time of the transaction, beneficiary details, etc; recorded shall be conclusive proof of the genuineness and accuracy of the Transactions.

The User authorizes City Union Bank to send any message or make calls to his mobile phone Number or display banners or any other communication on eWALLET Application to inform him about any promotional offers including information regarding Banks' new products either now available or which City Union Bank may come up with in the future, greetings, banners or any other promotional messages or any other message that City Union Bank may consider appropriate to the User.

The User irrevocably and unconditionally agrees that such calls or messages made by the City Union Bank and/or its Agents shall not be construed as a breach of the privacy of the User and shall not be proceeded against accordingly.

The User authorizes City Union Bank to send any rejection message or to reject any transaction/request, if it finds that the request sent by the User is not as per the requirements stipulated by City Union Bank for availing the services.

City Union Bank shall make all reasonable efforts to ensure that the User's personal information is kept confidential. City Union Bank however shall not be responsible for any divulgence or leakage of confidential User information by the User.

The User expressly authorizes City Union Bank to carry out all request(s) or Transaction(s) for and/or at the request of the User as are available to the User through use of Social Connect on eWALLET Application without the Bank having to verify the authenticity of any request or Transaction purporting to have been received from the User through eWALLET Application.

City Union Bank shall have the option to introduce any new services through these services at any time in future and the User shall be deemed to have expressly authorized City Union Bank to register the User for such new services.

Liabilities and Responsibilities of the User

1. The User shall be responsible for the accuracy of any information provided by the User for availing the services.
2. The User shall be solely responsible for fund transfer, recharge, bill payment and any other services through availed eWALLET Application.
3. The User availing services under eWALLET Application shall be bound by the applicable guidelines on Know Your Customer/Anti-Money Laundering/Combating Financing of Terrorism guidelines issued by RBI from time to time and the provisions of Prevention of Money Laundering Act (PMLA) and rules thereunder, as amended from time to time .
4. The User shall be liable and responsible in case of any discrepancy found in the information provided by him for availing services offered through the eWALLET Application.
5. If, the User suspects that, there is an error in the information supplied by City Union Bank, he shall inform the Bank immediately. City Union Bank will endeavor to correct the error promptly wherever possible on a best effort basis.
6. City Union Bank shall not be held liable for any loss suffered by the User due to disclosure of the Personal information to any service provider or third party by the Bank, for reasons including but not limited to participation in any telecommunication or electronic clearing network, in compliance with any legal or regulatory directives, for statistical analysis or for credit rating or for any legal or regulatory compliance.
7. The User shall be solely responsible for protecting his Mobile Phone and MPIN for the use of the said services.
8. The User shall be liable to the Bank for any kind of unauthorized or unlawful use of any of the above mentioned MPIN or the credentials provided on the eWALLET Application or any fraudulent or erroneous instruction given and any financial charges thus incurred, which shall be payable by the User only.
9. The User accepts that for the purposes of the said services any Transaction emanating from the Mobile Phone Number registered by User by use if valid MPIN, shall be assumed to have initiated by the User at his sole discretion.

10. It is the sole responsibility of the User to request the Bank, to suspend the said services due to change of his registered Mobile Phone Number or if his Mobile Phone has been lost or has been allotted to some other person. The User shall also be obliged to inform the Bank, if any, unauthorized Transaction in his account, of which he has knowledge.

11. It shall be the responsibility of the User to update him with regard to any information relating to the Services as City Union Bank may decide to provide certain other additional services. City Union Bank shall not be responsible for any disregard on the part of the User.

12. The User shall be liable for all loss, if he has breached the Terms and Service Terms contained herein and other applicable terms & conditions or contributed or caused the loss by negligent actions or a failure on his part to advise City Union Bank within a reasonable time about any unauthorized access made in his behalf in the eWALLET Application.

13. The User shall agree that by use of these services, User shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on User in the same manner as if the User has agreed to the same in writing.

Other terms of Service

These terms & conditions are in addition to the general terms & conditions of any Account or any other services provided by City Union Bank to its Customers.

1. These services shall be available to all the users who are Indian citizen and are above 18 years of age on the date of registration to the eWALLET Application.

2. User shall register himself for using the eWALLET Application in such manner and through such modes as may be specified and made available by City Union Bank from time to time for availing and using the services.

3. City Union Bank reserves right to charge the User for the services offered under the eWALLET Application.

4. These Services will be provided by City Union Bank at the request of the User and based on the instructions received from User.

5. The User irrevocably and unconditionally authorizes City Union Bank to debit his account/s with the Bank registered for availing the services.

6. User agrees and confirms that, for the purpose of availing said services:

a) eWALLET Application will access User's Social profile to fetch friend list, mobile number & email ID.

b) eWALLET Application would send notification to User's Social profile, mobile number and email ID.

c) If User is existing City Union Bank customer then user's account information will be displayed in the eWALLET Application.

d) Any details provided by user would be stored at City Union Bank server database.

e) User shall adhere to the limit set City Union Bank for all the services under eWALLET Application.

7. For the purpose of availing these services, User shall take all necessary precautions to prevent unauthorized and illegal use of eWALLET Application and services offered through the services.

8. The User shall be responsible for maintaining the confidentiality of MPIN/OTP/Code/password and for all the consequences which may arise due to use or misuse of such MPIN/OTP/Passcode/password.

9. The User shall be responsible for any and all the fund transferred to beneficiaries at their request or received by user using the eWALLET Application.

10. The User shall be liable for all loss caused due to negligent actions or a failure on his part to immediately notify City Union Bank within a reasonable time, about any unauthorized use/access

made on his behalf in the eWALLET Application or misuse of MPIN/ OTP/Passcode/password or any other breach of security regarding the services, of which he has knowledge.

11. The User shall not, while using the eWALLET Application, upload, download, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable, or invasive of another's rights including but not limited to rights of celebrity, privacy and intellectual property.

12. The User irrevocably and unconditionally authorize City Union Bank to access all the necessary information for effecting transactions executed by him under the services and to share his necessary information with any third parties for the purpose of accepting/ executing such requests.

13. City Union Bank may keep records of the transactions in any form it wishes. In the event of any dispute, Bank's records shall be binding as the conclusive evidence of the transactions carried out through the said eWALLET Application.

14. The User shall not to use/access the eWALLET Application and/or services offered through the same in any manner other than as authorized by City Union Bank. In case the User uses the eWALLET Application for any purpose which is illegal, improper or which is not authorized under these terms /other specified terms & conditions then City Union Bank has a right to take all reasonable measures in order to prevent such unauthorized access by the User.

15. The User confirms that, any instructions given by him shall be effected only after validation of authentic MPIN/OTP/Passcode/Password used by him for availing such services.

16. The User agrees and confirms that, once the transaction is materialized, any stop-payment instructions given by him cannot be accepted and acted upon by City Union Bank.

17. The User shall while utilizing the services ensure that:

a) He/She has authority to access and avail the services obtained and shall duly complies with the applicable laws and regulations prevailing in India.

b) He/She shall provide City Union Bank with such information and/or assistance as is required by City Union Bank for the performance of the service and /or any other obligations of City Union Bank under these services.

c) He/She shall be responsible for providing the accurate and authentic information/instructions to City Union Bank for availing such services.

d) He/She shall not at any time provide to any person, with any details of accounts held by him with City Union Bank or any other Bank including the passwords, account number which are allotted, from time to time.

18. The User acknowledges that, the services offered by City Union Bank under the eWALLET Application shall be availed by him at his own risk and these risks shall include the following risks:

a) any technical error, failure, glitch, network failure, legal restraints and other reasons which is beyond control of City Union Bank, for which City Union Bank shall not be held responsible.

b) any loss, damages, etc. that may be incurred/suffered by User, for the reason that the information provided by him turns out to be wrong/incorrect/inaccurate, for which City Union Bank shall not be held responsible.

c) any risks arising from the performance of any service provider/other third party/entity involved in the process; and from any loss or damage incurred or suffered by User for any error, defect, failure or interruption of the service or consequences arising out of delayed fund transfer.

d) any loss of damage arising or resulting from delay in transmission delivery or non-delivery of online/electronic instructions or any mistake, omission or error in transmission or delivery thereof or in decrypting the instructions from any cause whatsoever or from its misinterpretation received or any act or even beyond control of City Union Bank.

e) the technology for enabling services offered by City Union Bank under eWALLET Application could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may be possible that the said eWALLET Application/ server of City Union Bank may require maintenance and during such time it may not

be possible to process the request/transaction of the Users. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. User understands that City Union Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by the Bank to honour any User instruction for whatsoever reason.

f) City Union Bank shall not be held responsible for any loss or damage incurred by the User due to his/her ignorance of the fact about the services offered by City Union Bank through eWALLET application.

19. The User agrees that City Union Bank shall assume no responsibility with respect to:

a) Transactions carried out under the service in good faith relying on User's instructions.

b) Not carrying out transactions where City Union Bank has reason to believe in its sole discretion that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.

c) For any loss or damage incurred or suffered by User for any error, defect, failure or interruption of the service or consequences arising out of delayed transfer/remittance and for any reason which is beyond control of City Union Bank.

d) User acknowledge and agree that City Union Bank remains a mere facilitator for this service and that City Union Bank does not warrant or claim any responsibility for these services nor does City Union Bank endorse any such service and/or its standing or reputation whatsoever and City Union Bank shall not be liable for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that User may suffer. The risk in this regard is entirely on the User.

e) Unauthorized access of any third party to the information/instructions given by user to third party using said services.

f) For any direct, indirect or consequential damages occurred to User while availing these services, arising out of any error in the services and which are beyond control of City Union Bank.

g) When City Union Bank acted in good faith.

h) Any loss, damage, liability caused or suffered by User due to disclosure of all information of confidential nature

20. The User agrees that, charges if any for the services offered by City Union Bank under eWALLET Application will be at the sole discretion of City Union Bank and City Union Bank is at the liberty to withdraw/modify/vary the same from time to time, without giving any notice to user.

21. The User agrees that, if his bank account is closed/ blocked pursuant using the services, for any reason whatsoever, user shall settle the issue directly with his Bank and shall not hold City Union Bank any way responsible for the same.

22. The User shall remain responsible for any and all the transactions made through the eWALLET Application. City Union Bank may withdraw or terminate any or all the services anytime or in case of breach of terms by user without a prior notice; or if City Union Bank learns of demise, bankruptcy or lack of legal capacity of the User or for any reason whatsoever.

23. The User agrees that he/she is not entitled to consolidate amounts available in his/her different bank accounts maintained with bank(s) for making payments using said eWALLET Application.

24. The User agree to indemnify, defend and hold harmless City Union Bank and its directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, 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 attorney's fees, and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from :

a) any breach or non-compliance by User of any term of these Terms of Service or any other additional terms & conditions and policies of City Union Bank;

b) any dispute or litigation caused by Users actions or omissions;

c) any negligence or violation or alleged violation of any law or rights of a third party

25. City Union Bank may provide any services through this eWALLET Application, directly or through its associates or contracted service providers on its behalf.

26. All payments are subject to the following conditions:-

The description of services of fee making are specific to your need, when you log in with your unique password. Normally payment is required in advance (i.e. before you commence your activity).

All rates quoted are in Indian Rupees. The MERCHANT reserves the right to change the rate at any time.

- Your payment will normally reach the MERCHANT account to which you are making a payment within two working days.
- We cannot accept liability for a payment not reaching the correct MERCHANT account due to you quoting an incorrect account number or incorrect personal details. Neither can we accept liability if payment is refused or declined by the credit/debit card supplier for any reason.
- If the card supplier declines payment the MERCHANT is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.
- In no event will the MERCHANT be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

Refund Policy

- Refunds, if applicable, at the discretion of the Management, will only be made to the debit/credit card used for the original transaction. For the avoidance of doubt nothing in this Policy shall require the MERCHANT to refund the Price (or part thereof) unless such Price (or part thereof) have previously been paid.

Privacy Policy

This Privacy Policy applies to all of the [products, services and websites](#) offered by MERCHANT. Sometimes, we may post product specific privacy notices or Help Centre materials to explain our products in more detail.

Changes to our Privacy Policy

MERCHANT reserves the entire right to modify/amend/remove this privacy statement anytime and without any reason. Nothing contained herein creates or is intended to create a contract/agreement between MERCHANT and any user visiting the MERCHANT website or providing identifying information of any kind.

Indemnity

In consideration of City Union Bank agreeing to provide the Services and access to the eWALLET Application and/or services to the User, the User shall, at his own expense, hereby irrevocably agrees, to indemnify and keep City Union Bank its directors and employees, representatives, agents and/or affiliates (hereinafter referred to as ♦the related parties♦), as the case may be, indemnified and harmless, at all times hereafter, from all losses, damages, costs, legal fees, charges and expenses and consequences whatsoever, on full indemnity basis, suffered or incurred or likely to suffer by City Union Bank or the related parties on account of any claims, actions, suits or otherwise instituted by the User, or any third party whatsoever, arising out of or in connection with the use of the services and any and all transactions initiated by the use of the eWALLET Application services and/or whether with or without the knowledge of the User, or whether the same have been initiated bona fide or otherwise which transactions, the User hereby acknowledges, City Union Bank or the related parties has processed on the User♦s transaction instructions and authority of the User in accordance with these terms and conditions and other applicable specific terms and conditions, as the case may be. The User further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the User notwithstanding partial withdrawal of the services.

The User will pay City Union Bank and /or the related parties such amount as may be determined by City Union Bank and/or the related parties to be sufficient to indemnify it against any such loss or expenses even though they may not have arisen or are contingent in nature.

The User agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

Confidentiality and Disclosure

To the extent not prohibited by applicable law, the City Union Bank shall be entitled to disclose, share or transfer any Personal information relating to the User and/or any other information given by the User for utilization of the services to and between its branches, representative offices, affiliates, representatives, auditors and third parties selected by City Union Bank, wherever situated, for confidential use in and in connection with the eWALLET Application. Further, City Union Bank shall be entitled at any time to disclose any and all Personal information concerning the User within the knowledge and possession of City Union Bank to any other bank/association/financial institution or any other body. This clause will survive the termination of this agreement.

Accuracy of Information

The User takes the responsibility for the correctness of the information supplied by him to the Bank through the use of the services or through use of the eWALLET Application or by any other means.

The User herein accepts that in case of any discrepancy in the information provided by him with regard to these services the onus shall lie upon the User only and thus agrees to furnish accurate information at all times to City Union Bank. If the User suspects that there is an error in the information supplied by City Union Bank to him, he shall inform the Bank immediately. City Union Bank will endeavor to correct the error promptly wherever possible on a best effort basis.

City Union Bank shall also not be responsible for any incidental error which occurs in spite of necessary steps being taken by the Bank to ensure the accuracy of the information provided to the User and the User shall not have any claim against City Union Bank in an event of any loss/damage suffered by the User as a consequence of the inaccurate information provided by the Bank.

Termination

City Union Bank may, at its discretion, withdraw temporarily or terminate the Services of eWALLET Application, either wholly or in part, at any time without giving prior notice to the User. City Union Bank may, without prior notice, suspend the Services at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for technical or security reasons, which require the suspension of the Services.

The closure of the account of the User will automatically terminate the Services.

City Union Bank may suspend or terminate Services without prior notice if the User has breached these terms and conditions or City Union Bank learns of the death, bankruptcy or lack of legal capacity of the User.

Except as otherwise provided by the applicable law or regulation, City Union Bank reserves the right to terminate the Services and/or expand, reduce or suspend the transactions allowed using these services, change the process and transaction limits associated with these services based on security issues, at any time, without any prior notice to the User.

Disclaimers

City Union Bank shall be absolved of any liability in case:

The User fails to avail the services due to *force majeure* conditions including but not limited to not being in the required geographical range or any other reason including natural calamities; legal restraints any technical lapses in the telecommunication network or any other reasons beyond the actual control of City Union Bank, the Bank shall not be accountable. Also the Bank is herein absolved of any kind of liability arising due to a loss; direct or indirect incurred by the User or any other person due to any lapse in the services owing to the above-mentioned reasons.

The User is acting in good faith on any transaction instructions received by City Union Bank; There is any unauthorized use of the User's MPIN, Password, OTP or

Mobile Phone or Mobile Phone Number for any fraudulent, duplicate or erroneous transaction instructions given by use of the User's MPIN, Password, OTP or Mobile Phone Mobile Phone Number;

There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.

There is any lapse or failure on the part of the service providers or any third party affecting the said services and that City Union Bank makes no warranty as to the quality of the service provided by any such service provider or any third party.

City Union Bank does not warrant the confidentiality or security of the messages or notifications whether personal or otherwise transmitted through the eWALLET Application in respect of the said Services. City Union Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the User or by any person resulting from or in connection with the Services. City Union Bank, its directors and employees, agent or contractors, shall not be liable for and in respect of any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profit, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the User or any person howsoever arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the User and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the User, the Bank's system or the network of any service provider and/or any third party who provides such services as is necessary to provide the Services.

Notwithstanding anything in the contrary provided in this terms and conditions, City Union Bank shall not be involved in or in any way liable to the User for any dispute between the User and cellular services provider or any third party service provider (whether appointed by the Bank in that behalf or otherwise).

Any loss incurred by the user due to use of the services by any other person with an express or implied permission of the User. City Union Bank shall not be held

responsible for the confidentiality, secrecy and security of the personal or account information being sent through the services for effecting the User's instructions.

City Union Bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

Modification / Alterations to eWALLET Application Services

City Union Bank reserves the absolute discretionary right to make any amendments in the given terms and condition at any time as it may deem fit without any prior notice to the User. Any such amendment shall be communicated to the User by displaying on the website <http://www.cityunionbank.com>; and the User shall be bound by such amended terms and conditions.

Communication

City Union Bank and the User may give notice under these terms and conditions electronically to the mailbox of the User (which will be regarded as being in writing) or in writing by delivering them by hand or by sending them by post to the last address given by the User and in case of City Union Bank at its office at our Administrative Office, City Union Bank Limited, NARAYANA, 24-B Gandhi Nagar Kumbakonam Tamil Nadu 612 001. In addition, City Union Bank shall also provide notice of general nature regarding the services and terms and conditions, which are applicable to all Users of the Services, on the website <http://www.cityunionbank.com> and/ or also by means the customized messages and notifications sent to the User over his Mobile Phone Number as short messaging service ("SMS"). In addition City Union Bank may also publish notices of general nature, which are applicable to all users of the services. Such notices will be deemed to have been served individually to each User.

Right of set-off and Lien - City Union Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the

deposits/scripts held in the Account(s) or Wallet or in any other account, whether in singly or jointly, to the extent of all outstanding dues, whatsoever, arising as a result of the provision of Services to the User and/or access by the User of Application.

Governing law and jurisdiction

The construction, validity and performance of these terms and conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Chennai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter. City Union Bank is absolved of any liability arising, direct or indirect, for non-compliance with the laws of any country other than India where the services is accessible.

ARBITRATION:

In the event of any disputes, differences or claims arising between the parties out of this Agreement or in any way relating to any term, condition or provision herein mentioned or in the construction or interpretation of any of the clauses, the parties hereto shall first endeavour to settle such disputes, differences, or claims by friendly consultation, failing which the same shall be referred to arbitration by a Sole Arbitrator appointed by CUB whose decision shall be final and binding on all parties to this agreement. The venue of the arbitration proceedings shall be Chennai, India and shall be governed by the rules of the Arbitration and Conciliation Act of 1996. The language used in the arbitration shall be English.

ANNEXURE A

DIGITAL CONTENT SUBMISSION POLICY AND GUIDELINES

1. The User represents and warrants that, he is authorized to and has a valid license for using any or all the Digital Contents and all the Intellectual Property Rights contained therein duly vests with the User.

2. The User hereby agrees and confirms , and further, represents and warrants that, the User has the adequate right and power to grant City Union Bank including its agents, affiliates and service providers, an irrevocable, non-transferable, non-exclusive, royalty-free, worldwide right to use, modify, print/emboss, copy, store and reproduce any Digital Contents used/uploaded by the User or any part thereof, to the extent required by City Union Bank for providing the services and/or facilities to the User through the eWALLET Application.

3. The User confirms to have the ownership/license in all Intellectual Property Rights contained in the Digital Contents used/uploaded by him and further represents to continue to retain the same. City Union Bank understands that, ownership/license in the Intellectual Property Rights contained in the Digital Contents vests in the User and City Union Bank shall not claims any right, interest, title over the said owned/licensed Digital Contents.

4. The User further represents that, the use of the Digital Contents by City Union Bank including its agents, affiliates and service providers, as authorized by the User in accordance with these Terms, shall not violate any Intellectual Property Rights of any third party/(ies) and/or any prevailing laws, rules or regulations.

5. The User shall be solely responsible for the use/uploading of the Digital Contents while availing any services using the eWALLET Application. However, City Union Bank is allowing the User to avail services, at the request of the User and City Union Bank shall is not be liable or responsible in any manner, for any use of the Digital Contents by the User therein.

6. The User agrees and confirms that, any claim or dispute which may arise between the User and any third party with regard to the Digital contents used/submitted by the User shall be resolved between the User and said third party without any reference, whatsoever, to City Union Bank in relation to such a claim or dispute. City Union Bank shall not be held liable for any loss/damage/harm suffered by either the

User or any third party in this regard and shall keep City Union Bank including its directors and employees, representatives, agents and/or affiliates indemnified and harmless from the same.

7. The Digital Contents uploaded by the User on the said eWALLET Application, should be free of any spyware, malware, virus, error or any other content which is harmful to the eWALLET Application and/or any system, software, server, etc; of City Union Bank or its affiliates, service providers.

Terms & conditions for usage of Digital Contents

Digital Contents containing any of the following elements would not be allowed ❖

1. Trademarks or copyright material that is famous or recognized, including any Digital Contents or part thereof carrying ❖, ❖ or ❖ signs, having advertising, promotional material including images/audio-visuals of products of specific brands and all the contents that have telephone numbers, URLs, account numbers or email addresses;
2. Any images/audios/audio-visuals of celebrities/ musicians/ athletes/ entertainers/ public-figures/ cartoon characters etc. who are widely recognized;
3. Any Digital Contents which is provocative, vulgar, violent, pornographic, obscene or sexual images/ audios/ audio-visuals including those containing nudity, offensive and/or racist and including any images/audios/audio-visuals in which weapons, violence or fire arms have been displayed.
4. Any images/audios/audio-visuals portraying or promoting or likely to incite communal, anti-social or obscene behavior.
5. Any images/audios/audio-visuals wherein intoxication, smoking, narcotics and/or gambling or activities of similar nature have been displayed.

6. Any images/audios/audio-visuals provoking religious or political beliefs and faiths, including anything that portray groups banned by law/ views of which are likely to cause social unrest, anti-social disorder or political or religious statements and/or text or illustrations.

7. Any images/audios/audio-visuals containing subject matter of any nature that might result in confusion regarding the eWALLET Application or that might result in transaction fraud through the use of the said eWALLET Application.

8. Any image/audios/audio-visuals that might reflect poorly or might engender hostility toward the Master Card  or Visa  or any other payment network brands/gateways.

9. Any images/audios/audio-visuals where money or currency is in focus/displayed.

10. Any reference to the Olympic Games trade names, logos, slogans or any other reference identifying of any Card Processing Associations (e.g. Visa, Master Card, American Express, etc.).

11. Any images/audios/audio-visuals that portray profanity or obscenity which portray City Union Bank, City Union Bank logo, or City Union Bank Cards, Brand Name, Trademark, etc; in bad manner.

12. Any images/audios/audio-visuals which show the names, brands, products, services or images of any other Banking or Financial Institution.

13. Any images/audios/audio-visuals that have any emblems, flags, marks, names, logos or any contents pertaining to the Constitution of India or any other government body.