

MOST IMPORTANT TERMS AND CONDITIONS

The Most Important Terms and Conditions (“MITC”) are to be read and understood in conjunction with the Terms and Conditions.

The Card is issued by SBM Bank (India) Ltd (“**SBM Bank**” or “**Bank**”) in partnership with Resilient Innovations Pvt Ltd (“RIPL”) through PostPe application

USE OF THE CARD

(i) In case of an internationally valid Card, the Card is valid world-wide. In case of other Cards, the use is restricted at only the merchant accepting Visa in India. However, SBM Bank and the merchant concerned, reserve the right, at any time, to refuse the use of the Card at that merchant for any reason whatsoever. The Card may be used only for bonafide personal, or official purposes and its use is not permitted to be exploited by the Card Holder. In the event any charge for the avilment of the purchase or other facility is levied by the merchant, on the charges incurred by the Card Holder, the same shall be settled with the merchant and SBM Bank shall in no manner be held liable for the same. On usage of the Card at the merchant, the Card Holder must collect the copy of the charge-slips at the time of signing the charge-slip. The Card Holder shall be responsible for signing the charge-slip; in the event the charge-slip is not signed by the Card Holder, the Card Holder shall continue to be liable for the transaction/s and all charges in relation thereto. SBM Bank shall not provide copies of the charge slips to the

Card Holder; provided however if the Card Holder makes such request within forty-five days of the relevant transaction, SBM Bank may, at its sole discretion, provide copies of the charge slips at a charge mentioned in the Tariff Annexure. SBM Bank may, at its sole discretion agree to provide the Card Holder with the facility of effecting mail order or telephone order purchases. The use of the Card shall be restricted to payments &/or purchases through the mobile. The Card Holder is aware that in case of mail order telephone order or mobile purchases, the charge slips will not be signed by the Card Holder at the time of the purchase. Accordingly, the Card Holder accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Holder will make payment to SBM Bank of all out standings due.

- (b) All disputes shall be a matter between and will be settled by the Card Holder with the concerned merchant. SBM Bank shall not be liable, in any manner whatsoever, for the same.
- (c) The Card may be used not after the last date of the month embossed on its face.
- (d) The Card Holder’s right to use the Card shall determine forthwith: (i) In the event of termination pursuant; or (ii) in the event of loss /misuse or theft of Card.
- (e) By usage of the Card, Card Holder is deemed to have made a standing request that renewal of period of the Card and/ or replacement Cards be issued to each Card

Holder until such time as the SBM Bank Customer Care Centre/ internet banking is notified otherwise by the Card Holder, and such renewal and/or replacement shall be subject to the sole discretion of SBM Bank.

(f) In the event of a Card program closure or at the time of renewal of Card, SBM Bank Limited at its sole discretion reserves the right to provide a card type that is different from the existing Card type held by the Card Holder.

(g) The Card Holder shall act in good faith at all times in relation to all dealings with the Card and SBM Bank.

(h) The internationally valid Card issued to the Card Holder is valid world-wide except for payment in foreign exchange at merchant in Nepal & Bhutan. In respect of Cards, the use of which is restricted only in India / Nepal / Bhutan, use outside India / Nepal / Bhutan is a breach of the "Foreign Exchange Management Act" (FEMA) or any other corresponding law. The Card Holder accepts full responsibility for wrongful use in contravention to these conditions and undertakes and agrees to indemnify SBM Bank to make good any loss, damage, interest, conversion, any other financial charge that SBM Bank may incur and / or suffer as a result of the Card Holder committing violations of the provisions thereof.

(i) Internationally valid Card can be used on Internet for any purpose for which exchange can be purchased from an Authorized Dealer in India, complying with FEMA guidelines.

(j) Internationally valid Card and all other Cards cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc.

(k) SBM Bank reserves the absolute discretion and liberty to decline or honor the authorization requests on the Card without assigning any reason. In certain cases, subject to its sole discretion, SBM bank may require the Card Holder to contact SBM Bank Customer Care Centre to authenticate the transaction before approving it and charging to the Card Account (as defined under Clause 4 below). (i) The Card Holder agrees that he will not use the Card as payment for any illegal/unlawful purchase/purposes.. The Card should be used only for lawful, bonafide purposes and must not be used for any money laundering, anti-social or speculative activities.

(l) If the Card is found to be used for prohibited, restricted, or any purposes as mentioned above, SBM Bank may, at its sole discretion, exercise its right to close the concerned Card and additional/add-on cards thereof, without any notice to the Cardholder. SBM Bank has the right to enquire over phone or through other means of formal communication and 'seek details, information, proofs, etc. about the Card transactions, pattern of usage etc.

and the Cardholder is contractually bound to provide the information sought by SBM Bank, from time to time. Non- satisfactory responses or no responses from the Cardholder may lead to blocking/closure of the Card by SBM Bank. (i)The Cardholder must not obtain or introduce credit to the Card Account for any reason other than as refund for any goods or services previously purchased with the Card. Transactions on the Card will be allowed only up to the un-used amount of total credit limit on the Card Account (as defined under Clause 4 hereinbelow).

2. FEES AND CHARGES

Please note that the entire Schedule of Fees and Charges (given below), benefits and features may change at any point of time at the discretion of SBM Bank or RIPL without prior notice to customers.

All fees and charges are non-refundable. All fees and charges as determined by RIPL will be debited to the PPI or through other means as available. All government charges, duty or tax payable due the use of PPI will have to be borne by the user. RIPL will debit such charges as discussed in the above point.

- i. Schedule of Charges:. Joining Fees, Annual Fees and Supplementary Card Fees

Joining Fee	₹ 0
Annual Fee/Renewal Fee	₹ 0

- ii. Other Fees and Charges

Issuance Fees	0
Reloading Fee	0
Fund Transfer to other PPIs	N/A
Fund Transfer to Bank Account	N/A
GST Applicable on Fees and Charges	18 % or as may be directed by Government

- i. **Contact Particulars Customer Care Centres:** Customers can write to us- help@postpe.app
- ii. **Grievances Redressal/Complaints/Escalations:** In the event that you are not satisfied with our services, you may register your grievance by (i) visiting at <https://www.smbank.co.in/aboutus/grievance-redressal-mechanism.php> and writing us via contact us portal or ii) calling at our Toll free number
- iii. **Toll-free Number for Grievance Redressal:** In the event you are not satisfied with our services, you may register your grievance by dialing SBM toll-free number 1800 1033 817

3. TERMINATION/REVOCATION/SURRENDER OF CARD HOLDERSHIP:

- I. The Card Holder may at any time choose to terminate the Card Account with or without giving any prior notice. For avoiding misuse, it is advised to cut the Card into four pieces ensuring that the hologram and magnetic Cash strip are destroyed permanently. The Card Holder may terminate the Card Holdership at any time by writing to help@postpe.app by indicating the complete Card number. The termination shall only be effective once SBM Bank receives the payment of all amounts due and outstanding in respect of the said Card Account.
- II. In the event of a Card program closure or at the time of renewal of Card, SBM Bank at its sole discretion reserves the right to provide a Card type that is different from the existing Card type held by the Card Holder.
- III. The Card application shall continue to be valid for any replacement card provided at the time of closure/renewal.

4. LOSS/THEFT/MISUSE OF CARD:

- I. In case of loss/theft/misuse of the Card, it must be reported immediately to SBM Bank either through the Customer Care or through net banking portal. SBM Bank shall thereupon suspend the Card. The Card Holder is advised to file an FIR with the local police station so that the Card Holder can produce its copy whenever requested by the Bank.

- II. The Card Holder shall be primarily responsible for the security of the Card including theft and for the transactions using the Card. The Card Holder shall not be liable for any transaction/s made on the Card post reporting its loss/theft/damage. However, in case of any dispute relating to the time of reporting such loss/ theft/damage and/or transactions made on the Card post reporting of the loss/theft/damage/ misuse, SBM Bank reserves the right to ascertain such time and or the authenticity of the disputed transactions.

SBM Bank reserves the right to block the Card on suspected risk of compromise in order to protect the interest of the Card Holder and to avoid misuse in any manner on the Card Account. The Card Holder shall not be able to use the blocked Card for any transaction/s and shall receive a replacement Card within 7 (seven) working days. In the event, the Card Holder, after being informed by SBM Bank of the probable fraud risk, still requests to unblock the Card, SBM Bank shall not stand liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.

SBM Bank/Group Companies reserve the right to retain the application forms and documents provided therewith, including photographs, and will not return the same.

5. SETTLEMENT OF DISPUTES

All disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai only.

6. CHANGING TERMS AND CONDITIONS OF MITC

SBM Bank shall have the absolute discretion to amend or supplement any of the terms and conditions specified in MITC, features and benefits offered on the Card including, without limitation to, changes which affect existing balances. The Card Holder shall be liable for all charges incurred and other obligations, if any, under these revised terms and conditions. SBM Bank may communicate the amended Terms by hosting the same on the internet banking or in any other manner as decided by SBM Bank. The Card Holder shall be responsible for regularly reviewing these terms and conditions specified in MITC including amendments thereto as may be posted on the internet banking portal or website of the Bank and shall be deemed to have accepted the amended terms and conditions specified in MITC by continuing to use the Card. Any change in the terms and conditions specified in MITC shall be communicated to the Card Holder, in the manner as aforesaid, one month prior to the date of their implementation.

7. NOTICES

All notices or other communications under or in connection with terms and conditions specified including all amounts due from the Card Holder shall be given in writing to SBM Bank (India) Limited or RIPL, and, unless

otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to SBM Bank or RIPL shall be effective unless actually received and acknowledged by SBM Bank or RIPL. Notices or communication may be made to: (i) the Card Holder's address or facsimile number as recorded in SBM Bank's records and to which notices / communications are to be sent (as specified in the Application Form), and (ii) SBM Bank's zonal / regional / branch /office address or facsimile number (as specified in the application form), or to such other address or facsimile number as may be designated by the Card Holder and SBM Bank in writing to each other. In the event of any failure by the Card Holder to notify SBM Bank or RIPL in writing of any changes in its contact address or details, service of a notice/ correspondence to the address specified in the Application Form or last given by the Card Holder shall be deemed to be proper and sufficient service on the Card Holder irrespective of whether or not such notice shall be returned "unserved" to SBM BANK or RIPL. A notice published in the newspaper available in the area of residence or work of the Card Holder shall be sufficient notice to

the Card Holder from the date of its publications; provided however, a notice in a newspaper shall not be effective against SBM Bank unless acknowledged by SBM Bank.

SBM Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services. SBM Bank and SBM Bank's logos are trademark and property of SBM Bank Ltd. Any misuse of any intellectual property, or any other content displayed herein is strictly prohibited.

Any notice or communication to be sent on following co-ordinates:

Address: SBM Bank (India) Ltd., 306 - A, The Capital, G block, Bandra-Kurla Complex, Bandra East, Mumbai 400 051, Maharashtra
Tel No: +91 022 4007 1500 or +91 828 756 9687

Mail ID: customercare@smbank.co.in
help@postpe.app

8. EXCLUSION OF LIABILITY

13.1. Without prejudice to the remedies available to SBM Bank and the terms and conditions, SBM Bank and/or RIPL shall be under no liability whatsoever to the Card Holder in respect of any loss or damage arising directly or indirectly out of:

- a) any defect in any goods or services supplied;
- b) refusal of any person/ merchant to honour or accept a Card;

- c) malfunction of any computer terminal;
- d) giving of transaction instruction by any person other than by the Card Holder;
- e) SBM Bank and RIPL shall not be liable for any consequences arising out of use/misuse/sharing of confidential information of the Card by the card holder to any third party or any kind of use/misuse if the Card comes into the hands of any third party. If any third party gains access to the services, including the Card, the Card Holder shall be responsible for and shall indemnify SBM Bank and RIPL against any liability, costs or damages arising out of such misuse/use by any third party due to or in connection with such access and use or otherwise.
- f) handing over of the Card by the Card Holder to anybody ;
- g) SBM Bank exercising its right to demand and procure the Card prior to the expiry date as featuring on the face of the card;
- h) exercise by SBM Bank of its right to terminate any Card and the Card Account;
- i) any injury to the credit character and reputation of the Card Holder alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any merchant/ mail order establishment to honour or accept the Card;
- j) any mis-statement, misrepresentation, error or omission in any details disclosed by SBM Bank; In the event a demand or claim for settlement of outstanding dues

from the Card Holder is made, either by SBM Bank or any person acting on behalf of SBM Bank, the Card Holder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Card Holder, in any manner.

13.2 The Card Holder acknowledges that the provision of the facility of receiving alerts on mobile phone number or e-mail, provided by the Cardholder while applying for the Card facility, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by SBM Bank or otherwise. The Card Holder accepts that timelines, accuracy and readability of alerts sent by SBM Bank will depend on factors affecting other service providers engaged by SBM Bank or otherwise. SBM Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the Cardholders.

13.3 QUALITY OF GOODS & SERVICES

SBM Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Holder from merchant, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Holder. It must be distinctly understood that the Card is purely a facility to the Card Member to purchase

goods and/or avail of services, SBM Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Holder with the merchant. The existence of the claim or dispute shall not relieve the Card Holder of his obligation to pay all the Charges to SBM Bank and the Card Holder agrees to pay such charges promptly.

15. MISCELLANEOUS

SBM Bank reserves the right to offer to the Card Holders, whose accounts have been maintained in good standing as per the credit norms of SBM Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. SBM Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Card Holder. Any termination of membership, because of a violation of these Terms and Conditions, shall result automatically in the termination of such facilities and services. SBM Bank shall not be liable, in any way, to the Card Holder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by SBM Bank, or a merchant or any other third party. SBM Bank reserves the right to use the information provided by the Card Holder on his application and during surveys, information from external sources,

including consumer reports, for marketing activities carried out by SBM Bank / Affiliates. SBM Bank may use this information to develop mailing lists that may be used by companies with whom SBM Bank shall work to develop marketing offers for the Card Holders. SBM Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Card Holder of any such revisions/changes in any manner as deemed appropriate. The Card Holder will be bound by such revisions/changes unless the Card is returned to SBM Bank for cancellation before the date on which the revisions/changes are made. The details of all transactions recorded in the Card Account of the Card Holder may be shared with credit reference agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Card Holder and/or his family members, and for fraud prevention. The Card Holder shall forthwith notify SBM Bank of any change in his name, address, contact number and email id for communication as stated in the application form for the Card. SBM Bank reserves the right to change the Card Holder's address in its records if such change in address comes to the notice of SBM Bank. The responsibility shall be solely of the Card Holder to ensure that SBM Bank has been informed of the correct address for communication, and SBM Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Card Holder. The Card Holder shall comply with all

such terms and conditions as SBM Bank, or its Affiliates may prescribe from time to time for facilities/ services availed of by the Card Holder. All such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of SBM Bank or its Affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by SBM Bank or its Affiliates for such facilities/ services, as may be prescribed from time to time.

Disclaimer:

*SBM Bank may at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to the Cards.

TERMS AND CONDITIONS

The following Terms and Conditions and Privacy Policy govern the Access, Purchase, Possession and Usage of any PostPe branded prepaid instrument. Additional or over riding terms and conditions govern specific prepaid instruments. The terms and conditions mentioned herein, and those additional terms will together form the terms and conditions of that instrument. The combined terms and conditions will be binding on the purchaser,

acceptor and beneficiary of the prepaid instruments.

In case of denial to accept the terms and conditions mentioned herein, the purchaser, beneficiary or acceptor cannot possess, purchase, reload or use PostPe branded prepaid instruments in any form.

1. DEFINITIONS

- a. The term PPI (Prepaid Instrument) refers to co-branded open loop or semi closed prepaid instruments issued by SBM Bank (I) Ltd under authorization by RBI. These are marketed, distributed and managed by RIPL.
- b. When the instrument is in 'use', it implies any of the following, purchase, access, possess, transact, transfer the prepaid instruments

2. Eligibility

- a. Only residents of India above the age of eighteen years are eligible to use PPI.
- b. Users are liable for any misrepresentation or wrongful usage in violation to these terms and conditions and/ or applicable rules and laws issued by regulatory bodies in India
- c. If RIPL believes or is instructed by a competent authority that the terms, rules, laws, regulations and guidelines have been violated, it reserves the right to deny, suspend or terminate the services at its sole discretion

3. Purchase of PPIs

- a. Pursuant to the KYC guidelines issued by the RBI from time to time, RIPL has the right to ask for appropriate Officially Valid documents from the purchaser or beneficiary.
- b. Payment made for the purchase of prepaid instruments is nonrefundable

- c. All information provided by the acquirer or beneficiary must be true and correct. Any misrepresentation either intentional or unintentional can lead to cancellation of card and appropriate actions by competent regulatory authority.

- a. Validity of PPI shall be intimated to User at the time of issuance.

4. Loading funds in Prepaid Instruments

- a. PPIs can be funded by debit cards, Credit cards, Bank transfer, Cash/ Cheque at bank deposit or cash deposit at recognized agents.
- b. The funds deposited should be within the limits of the PPI
- c. Reloads of PPIs are non-refundable
- d. The time taken for reflecting funds in PPIs is up to 48 working hours.
- e. The maximum amount which can be loaded in a full KYC compliant PPI is INR 200,000 whereas a minimum detail KYC compliant PPI can be loaded up to a maximum of INR 10,000. RIPL will abide by the guidelines issued by RBI on this behalf from time to time

5. Purchasing Goods and Services using PPIs

- a. RIPL may not be responsible for any misrepresentation by the merchants. User is expected to be satisfied with the quality, quantity and all other properties of the good or service being purchased using the RIPL Card.

- b. All domestic transactions will be settled in INR.

6. Withdrawals, Transfers & Refunds

- a. No cash withdrawals are permitted when the mode of KYC is not full KYC as prescribed by RBI

- b. Person to person or person to bank transfers may be made available to the users at the discretion of RIPL as per the guidelines issued by RBI from time to time. Limits on such transactions will be at least as stringent as those set under the guidelines
- c. Transferee Information as provided by the user will be treated as final. RIPL will not verify or claim any responsibility towards consequences of incorrect information
- d. User is liable to RIPL for the full amount of the purchase or reload value of a PPI plus any fees, if the purchase or reload is later invalidated for any reason including but not limited to chargeback, reversal of Transaction, dispute by the owner of funding source of a Transaction. User agrees to allow RIPL to recover any amounts due to it by debiting the RIPL PPIs of the user. If there are insufficient funds in User's PPIs to cover his liability, User agrees to reimburse RIPL through other means. If RIPL is unable to recover the funds from User's PPIs, RIPL may attempt to contact User's Bank and/or recover the funds from User's alternate funding sources, or may at its discretion, can take appropriate legal actions to collect the amount due, to the extent allowed by Applicable Law. In addition, RIPL reserves the right to suspend or terminate one or more PPIs of the user.

No refund shall be granted to the user for any fees charged in the event of termination, suspension or discontinuance of service

7. Termination of PPIs

- a. RIPL may at its sole discretion close or wind up the services or modify any of its features with a notice to its users
- b. User agrees to transfer any funds held in RIPL PPI at the time of closure or

termination of PPI to any other PPI or another bank account

- c. User will have the right to terminate or cancel the PPI at any time without any reason to RIPL
- 8. Responsibilities of the User
 - a. Services of RIPL should not be utilized for illegal, criminal or fraudulent activities
 - b. User shall bring to our notice of any violations of this terms and conditions
 - c. User shall use services provided by RIPL at its own risk and understand the risks associated with electronic payments
 - d. User bears full responsibility of the transactions happening though his/ her PPI whether or not he /she is aware of the same
 - e. All passwords and OTPs will be kept secret by the user and not to be shared with anyone. User understands that any fraud or misappropriation of funds due to stolen passwords will be the responsibility of the user alone and RIPL will not be liable in any manner
 - f. User shall hold RIPL indemnified for its actions in the normal course of business based on transactions
- 9. Prevention of Fraud
 - a. RIPL may rely on user's personal, financial, device, location data gathered directly or indirectly from third party applications to prevent or mitigate fraudulent transactions

- b. RIPL uses third party systems and tools to safeguard its system from potential threats and unintended behavior. These systems may have access to anonymous or non-anonymous data passing through RIPL

10. Access protection

- a. RIPL provides users with best-in-class systems to check misuse of user's account and information. User acknowledges that he /she is solely responsible for protecting his/her account information. RIPL is indemnified from the loss or theft or damage from the misuse of such information
- b. In case of any reasonable doubt abuse or non-complaint activity associated with the account or as instructed by competent authorities, RIPL may deny access to deny users access to their account maintained with it.
- c. User's information like personal, contacts, financial, transactional and biometric data is used by RIPL for authentication or re authentication purposes. User acknowledges that RIPL's efforts in this regard are on a best effort basis. User indemnifies RIPL of any consequences whatsoever arising out of mistaken identity or compromised access

11. Content posted by Other Users

- a. RIPL provides users to post content, request payment or solicit trade and credit through its portals. RIPL does not vouch for veracity of this data. User agrees to check the truthfulness of user provided data before taking any action

12. Disclaimer, Limitation of Liability and Indemnification

- a. RIPL relies on various third-party service providers for offering its services. RIPL will not be held liable for deficiency of services owing to nonperformance of these service providers
- b. RIPL takes reasonable care to ensure its systems and platform are always available but many factors beyond its control can also impact the availability of these services. RIPL shall make reasonable care to inform the users of any disruption in its services
- c. RIPL takes all efforts to process all payment instructions but assumes no responsibility and shall incur no liability in case of failure to process any Payment Instruction for any reason whatsoever
- d. RIPL reserves the right to modify its partnerships with and reliance on third

party systems and tools without intimating the users

- e. RIPL upgrades its services from time to time. However, in this process, inadvertently, RIPL may lose past transaction information, may introduce faulty behavior, may break previously available services. RIPL may make all efforts to restore normal functionality, but all RIPL disclaims all warranties of any kind about the performance of the services.
- f. RIPL employs state of the art security systems on its products but does not guarantee that no person can subvert or obviate the security measures and gains unauthorized access to user's accounts. RIPL is not liable if any unauthorized person hacks into or gains access to user's account. User shall indemnify RIPL of any liability arising out of such hacks or exploited vulnerabilities

13. General Provisions

- a. Force Majeure: If performance of any service or obligation under this Agreement by RIPL is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or

communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of RIPL or its third parties performing such services as sub-contractor to RIPL and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then RIPL shall be excused from such performance to the extent of and during the period of such Force Majeure Event. RIPL shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

- b. Assignment: RIPL's can transfer or assign its rights and/or obligations under the agreement to third parties without seeking User's prior consent. RIPL will inform the User of this transfer in line with the requirements under the agreement on a best effort basis. User cannot assign or transfer his/ her rights or obligations under the agreement to any third party. Any such assignment or

transfer or purported assignment or transfer shall be null and void at the onset

- c. Severability: If a court of competent jurisdiction finds any provision of this agreement as non-enforceable, then that provision shall be enforced to the maximum extent possible so as to give effect to the intent of the parties as reflected by that provision. The remainder of the agreement shall continue to be in force.
- d. Waiver: Any failure or delay by a party to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under this Agreement or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.
- e. Notwithstanding the foregoing, such terms of this Agreement as are meant to survive termination / expiry of this Agreement, will survive indefinitely unless and until RIPL chooses to terminate them.

Except as otherwise agreed by the parties, the user agrees that any claim or dispute that he may have against RIPL and/or SBM Bank must be resolved by a court in Mumbai, India. You agree to submit to the personal jurisdiction of the courts located within Mumbai, India for the purpose of litigating all such claims or disputes. This Agreement shall be governed by the laws of India, without giving effect to any principles of conflicts of law.

14. Governing Law and Dispute Resolution