

# Terms and Conditions Usage of SBI Card on Token Requestors

# Terms & Conditions - Usage of SBI Card on Token Requestors

Applicable to Mobile Credit Card stored in the SBI Card App/Token Requestor mobile application of your Eligible Device, for making following type of transactions, wherever applicable: (1) Tap to Pay NFC enabled POS Transactions (2) Scan & Pay Bharat QR code based Payments at online & offline merchants (3) Payments on services built within Token Requestor mobile application (4) Online Payments at several Online Merchants.

IMPORTANT – Before you store and use your Mobile Credit Card, please read these Terms and Conditions, MITC and the Cardholder Agreement carefully. By storing and using your Mobile Credit Card, you will be considered to have accepted these Terms and Conditions, MITC and the Cardholder Agreement and will be bound by them. The terms used in these Terms and Conditions are defined at the end.

### 1. Terms and Conditions supplement Cardholder Agreement

- (a) The Cardholder Agreement applies to your Mobile Credit Card as well. References in the Cardholder Agreement to "Card" and "Card Transactions" include your Mobile Credit Card and your Mobile Credit Card Transactions respectively.
- (b) These Terms and Conditions supplement the MITC, Cardholder Agreement and, together, they govern your Mobile Credit Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Cardholder Agreement for usage of SBI Card on token requestor/for the purpose of tokenisation, the provisions of these Terms and Conditions shall prevail.

### 2. Registering, storing and activating Mobile Credit Card

- (a) You may store a digital version of your Credit Card (i.e. Mobile Credit Card) in the Token Requestor for payment feature on your Eligible Device only if your SBI Credit Card is of a type and/or card scheme designated by us from time to time and is in good standing.
- (b) SBI Card allows the user to register for certain types of SBI Credit Cards on Token Requestor which will be defined from time-to-time. All extant instructions of RBI on safety and security of card transactions, including the mandate for Additional Factor of Authentication (AFA) shall be followed.
- (c) You should follow the instructions of Token Requestor payment feature (including installation of the latest operating system for your Eligible Device), and the registration and verification flow in order to register and store the Mobile Credit Card in your Mobile Wallet.
- (d) By registering a Mobile Credit Card on Token Requestor, you consent to us sending SMS message to you for verification and activation purpose, if applicable, based on your registered mobile phone number last recorded with us. If the phone number last recorded with us is not the phone number of your Eligible Device, the SMS message will be sent to the phone number last recorded with us but not to your Eligible Device. If we do not have record of your phone number, we cannot send SMS message to you in which event you will need first update your correct phone number with SBI Card and then follow the steps again to register, store and activate your mobile credit card.
- e) Add on cards and corporate cards are not eligible for making mobile based contactless transactions. SBI Card may allow use of these cards in future, with or without informing its customers.
- f) The Cardholder authorizes SBI Card to receive Cardholder's information (such as Billing Pin Code, Device Details ID, IP Address, Location, Wallet ID, etc.) from Token Requestor, if applicable, to provide services in connection with operation of his/her card account.

\*Note: Cardholders will have to switch on specific transaction level controls to make purchases. However, registration requests for any token requestor/wallets will be allowed even if transaction level controls are switched off at the time of making a registration request.

### 3. Card holder's responsibility

- (a) Please take appropriate security measures including the following to avoid any risk which may arise from or in connection with your mobile credit card. SBI Card is not liable for any such loss.
  - i. Safeguard your Eligible Device and Token Requestor and keep them under your personal control at all times
  - ii. DO NOT allow anyone else to use or log on to your Eligible Device and Token Requestor
  - iii. DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device for the purpose of operation of mobile credit card.
  - iv. DO NOT choose obvious numbers as Device Passcode (such as date of birth, telephone number, number with same digits or other that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or write down or keep your Device Passcode close to your Eligible Device
  - v. DO NOT install or launch SBI Card App in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device)
  - vi. Change the Device Passcode regularly and use alphanumeric code for Device Passcode vii. Remove the Mobile Credit Card from the SBI Card App upon termination of your Mobile Credit Card
- (b) You are fully responsible for any disclosure of your SBI Credit Card Details, Device Passcode or other security details relating to your Eligible Device, Token Requestor and Mobile Credit Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Token Requestor and Mobile Credit Card being used by unauthorised persons or for unauthorised purposes.
- (c) You have to use an Eligible Device of a type or model specified by Token Requestor from time to time to register, store and use Mobile Credit Card in your Mobile Wallet. Token Requestor have the right to vary the type or model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- (d) You require Internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, store and use your Mobile Credit Card.

### 4. Card Account and credit limit

- (a) SBI Credit Card in its plastic card form and in its digital version (i.e. Mobile Credit Card) constitute one and the same Card and share the same Card Account.
- (b) All Mobile Credit Card Transactions will be billed to card statement of the SBI Credit Card. There will not be a separate statement for your Mobile Credit Card.
- (c) Your SBI Credit Card in plastic card form and your Mobile Credit Card share the credit limit of the same Card Account. There will not be a separate credit limit for your Mobile Credit Card.

### 5. Transaction Limits

- (a) Cardholder can manage the following transaction limits for payment feature on Token Requestor using 'Manage Payments' section on SBI Card Website and SBI Card Mobile App for transactions like NFC, Bharat QR, In-app, MST, etc.: (1) Daily count of tokenized transactions, (2) Per tokenized transaction spend limit.
- (b) Daily counter of tokenized transaction will be refreshed as per Indian Standard Time between mid-night to early morning.
- (c) To use the Token Requestor you must turn on the POS usage on your SBI Credit Card using the 'Manage Payments' section on SBI Card Website and SBI Card Mobile App.

### 6. Mobile Credit Card Transactions, ATM Transactions & Cash Advance Details

- (a) You may make Mobile Credit Card Transactions where Token Requestor's payment feature is accepted for payment. We will not be responsible if any retailer refuses to accept your Mobile Credit Card.
- (b) You cannot use your Mobile Credit Card for cash withdrawals or cash advance at ATM or over the counter. Your Mobile Credit Card may also be subject to certain transaction limits (for example, payment amount) imposed by regulator, retailers or payment terminals.
- (c) Your Mobile Wallet may not be accepted at all places where your SBI Credit Card is accepted.

### 7. Limitation of our liability

- (a) The limitation of our liability for mobile credit card is governed by the Cardholder agreement, Most Important terms and Conditions (MITC) document and SBI Card Grievance Redressal policy.
- (b) We are not liable to refund you for any unauthorised transactions where you fail to take appropriate security measures including those provided in Clause 3(a), Clause 7(a) and Clause 10.
- (c) SBI Card shall not be liable in any manner for any loss caused to the customers for the actions, omissions and negligence of a Token Requestor.

### 8. Loss, theft or misuse

### Report promptly

(a) You must tell SBI Card straight away using the telephone numbers on the back of your SBI Credit Card, on designated SBI Card helpline numbers if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Credit Card or Eligible Device, or if you believe someone else has used your Mobile Credit Card or Eligible Device, or has discovered the security details of your Eligible Device, Token Requestor or Mobile Credit Card or the security of your SBI Credit Card, Mobile Credit Card, Token Requestor or Eligible Device has been compromised in any other manner.

Your liability for unauthorised transactions shall be governed by SBI Card Grievance Redressal Policy which covers liability of the customers in unauthorised credit card transactions.

However, please note that the limit DOES NOT APPLY (and you will be liable for the full amount) if:

i. You have knowingly (whether or not voluntarily) permitted any other person to use your SBI Card App or Mobile Credit Card or Eligible Device; or

ii. You have acted fraudulently or with gross negligence in using or safeguarding your SBI Card App, Mobile Credit Card or Eligible Device. Your failure to follow any of the security measures recommended by us from time to time regarding the use or safekeeping of your Token Requestor, Mobile Credit Card or Eligible Device may be treated as your gross negligence.

### 9. Fees and charges

- (a) All applicable interest, fees and charges that apply to your SBI Credit Card will also apply to the Mobile Credit Card.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, retailer or for making transactions using your Mobile Wallet and the Mobile Credit Card.

### 10. Termination of Mobile Credit Card

(a) You shall follow the instructions of the Token Requestor to remove your Mobile Credit Card from the Token Requestor payment feature should you wish to terminate the Mobile Credit Card. Termination of the Mobile Credit Card will not terminate the SBI Credit Card in plastic card form unless you also terminate it in accordance with the Cardholder Agreement.

- (b) We have the rights to suspend, restrict or terminate your SBI Credit Card under the Cardholder Agreement. These rights will be extended to your Mobile Credit Card. Your Mobile Credit Card will be suspended, restricted or terminated at the same time if your SBI Credit Card is suspended, restricted or terminated under the Cardholder Agreement.
- (c) We will also have the right to suspend, restrict or terminate the use of a Mobile Credit Card if your Mobile Wallet has been suspended, restricted or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 7(a).
- (d) Upon termination of physical Credit Card whether by you or by us, you must remove the Mobile Credit Card from your SBI Card App/Token Requestor App based on the instructions provided. You should contact SBI Card if you have any question on how to remove the SBI Card App or the SBI Card App from your Eligible Device.
- (e) You are responsible for all Mobile Credit Card Transactions whether or not authorised by you unless and until you have removed the Mobile Credit Card from your SBI Card App and Eligible Device upon termination.

### 11. Variation of these T&Cs

We have the right to vary these Terms and Conditions from time to time with or without notice. You will be bound by a variation unless your Mobile Credit Card is terminated by you and removed from the Token Requestor/SBI Card app and Eligible Device in accordance with Clause 10 before the date on which that variation takes effect.

### 12. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to laws of India.
- (b) You submit to the non-exclusive jurisdiction of the Delhi courts.

### 13. Questions/ complaints

If you have any questions or complaints about your SBI Credit Card, then please contact us at the telephone number on the back of your Card, available on SBI Card Website.

### **Definitions**

- Token Requestor or Mobile Wallet is a mobile software application which works on the tokenization technology. It allows the Mobile Credit Card to be registered and stored to make payments using Eligible Device in several ways such as (1) Tap to Pay NFC enabled POS Transactions (2) Scan & Pay Bharat QR code based Payments at online & offline merchants (3) Payments on services built within Token Requestor mobile application (4) Online Payments at several Online Merchants. Token Requestor may or may not support all types of payment use cases as mention. Examples where SBI Card is live on Token Requestors include Samsung Pay, SBI Card Mobile App, and Google Pay.
- **Tokenization** refers to replacement of actual card details with an unique alternate code called the "token", which shall be unique for a combination of card, token requestor and device.
- Card Account means the Card Account referred to in the Cardholder Agreement.
- Cardholder Agreement means the cardholder agreement governing the supply and use of SBI Credit Card.
- Device Passcode means the access passcode of your Eligible Device and SBI Card App.
- Eligible Device means such model of smartphone, tablet or other device (such as laptop, desktop, watch etc.) with in which a Mobile Credit Card can be registered and stored, as designated by us from time to time.
- Mobile Credit Card means a digital version of your SBI Credit Card which you store in the Token Requestor on your Eligible Device.
- Mobile Credit Card Transaction means any transaction effected by using your Mobile Credit Card.

# **OSBI Card**

## Know us better

**By Phone** For more information call 1860 180 1290 39 02 02 02 (prefix local STD code) Please keep your card handy

By e-mail

Write to us at: customercare@sbicard.com for any queries on your card account

By Letter Write to us at SBICPSL, Post Bag No. 28, GPO, New Delhi - 110001

> By Web Log onto sbicard.com