

## TERMS & CONDITIONS

### Recurring e-mandates set at merchant platforms

#### A. Definitions:

1. The term "e-mandate" shall mean consent given by a customer at a merchant platform (website/mobile App) to debit their SBI Credit Card for recurring payment requests received from merchant.
2. The term "Merchant" shall mean a company, organization or entity that sends a Bill, statement, invoice or a request for payment for a product or service to the customer basis customer giving consent for recurring e-mandate on their SBI Credit Card.
3. The term "merchant platform" refers to website or Mobile App of the merchant.
4. 'SBI Card' / 'SBI Credit Card' refers to SBI Cards & Payment Services Limited (SBICPSL)
5. The term "TSP" shall mean 'Technology Service provider' to SBI Card who will have integrations with various payment ecosystem stakeholders for enabling setup, authentication and authorization of recurring e-mandates set at merchant platforms
6. The term 'Network' shall mean card associations like Visa, Mastercard, Rupay & American Express
7. The term 'recurring e-mandate' shall mean a service offered by SBI Card to its cardholders. The scope of service includes all associated functions that SBI Card carries out as an Issuer
8. The term "AFA" refers to "Additional Factor of Authentication". Wherever applicable, AFA will be done via sending OTP SMS to registered mobile number of cardholder

#### B. Terms & Conditions

1. The said service is applicable for merchants that are compliant to RBI guidelines on processing of e-mandate on card for recurring transactions issued in August 2019 and amended from time to time.
2. The said service will be available to the credit card holders who have registered for this service at any merchant platform using their SBI Credit Card and to the exclusion of all others.
3. This service is available on primary and add-on retail cards only. The said service will be effective subject to SBI Credit Card being valid and in good standing. In case of registration of e-Mandate using add-on card, the cardholder can view, modify & delete the e-Mandate at Merchants website/ app only
4. SBI Card may at its discretion and without prior notice choose to not offer the service to cards which are blocked or in case it suspects fraudulent/malicious behavior.
5. Once a recurring e-mandate is setup at merchant platform, payment debit to SBI card shall be done as and when a payment authorization request is received from the merchant via acquirer, technology service provider (TSP) and network subject to meeting other transaction processing criteria. SBI Card will not be liable for any missed payments if the payment authorization request is not received at its end for any bill.
6. Notwithstanding any other terms, it is stipulated that processing of all the payments is subject to the availability of free, clear and available limits in the cardholder's SBI Credit Card Account at the

time of processing the transaction. In the event of credit limits not being available, cardholder will receive a payment failed alert.

7. It will be the responsibility of merchant and acquirer to ensure correct bill details are passed on to TSP & SBI Card. SBI Card will not be liable for any failed payments on account of incorrect/incomplete bill details shared by merchant or acquirer.
8. SBI Card will not bear the responsibility of late payments if the authorization requests are received late from merchant/acquirer/network.
9. The Cardholder should keep track of any SMS or Email alert/s pertaining to e-mandates set at merchants. Cardholder must report any discrepancy to SBI Card within 2 days of receiving alert.
10. In case Cardholder wants to delete an e-mandate registered at merchant platforms, then he/she must do so through merchant platform or SBI Card website/mobile App post login section. Till the time cardholder receives a SMS/Email confirmation of e-mandate deletion, any payment made to the merchant will be construed as valid and binding on him/her.
11. In case Cardholder wants to modify e-mandate limit amount (upto permissible limit of Rs. 5000) or validity of an e-mandate registered for Standing Instruction at merchant platform, then he/she must do so through merchant platforms or SBI Card website/mobile App post login section. Till the time cardholder receives a SMS/Email confirmation of e-mandate limit amount/validity modification, any payment made to the merchant will be construed as valid and binding on him/her.
12. In case no e-mandate limit amount is set while registering an e-mandate at merchant platforms, SBICPSL will make payment to merchant as per the bill amount claimed by merchant without AFA upto permissible limit of Rs. 5000.
13. In case the bill amount payment requested by merchant is more than Rs.5000 or the e-mandate set by the cardholder, SBICPSL will send a notification to cardholder atleast 24 hours prior to due date for validation of the transaction via an OTP. SBICPSL will process the payment only if cardholder approval is received through OTP validation of transaction details in a timely manner. In case an approval is not received from cardholders before payment authorization is received from merchant via acquirer and network, SBICPSL will reject the transaction payment to merchant. It is the cardholder's responsibility to pay directly to biller in such cases and SBICPSL is not liable for any claims for non payment or charges levied by merchant
14. The cardholder shall take precaution to ensure that no double payment is made from his end for the same bill. SBI Card will not be liable for reversals in cases where double payments are made on account of multiple authorization requests for the same bill.
15. In case of Utility merchants, cardholder is liable for any dispute/s and payment liability arising out of disconnection of the utility facility/service or due to change in location of the cardholder. Cardholder is required to proactively delete / modify existing e-mandate details through the SBI Card website/mobile App post login section for such cases. The cardholder will not hold SBI Card responsible/liable and make any claims for payment reversals/benefits towards any payment debit/dispute arising out of not deleting/modifying the e-mandate for such cases
16. In case of change in card number, e-mandate registrations will not be transferred to the new card automatically. Cardholders are required to update new card number for e-mandate(s) at respective merchant platforms. SBICPSL is not liable for any late payment charges/benefits on account of cardholder not performing this action

17. All disputes regarding the e-mandate recurring payments should be raised at SBI Card channels (website post login/Mobile App/Call Centre). Prevailing chargeback rules and guidelines as defined by Networks will apply.
18. SBI Card shall have the right to revoke and/or discontinue this service to certain cardholders if it has reason and/or reasonable apprehension to believe that such continuing of this service shall gravely prejudice the commercial situation of SBI Card. Such a determination by SBI Card shall be at its sole and absolute discretion with reference to its cardholders. In case SBI Card observes abuse/incorrect credit of any card value proposition (eg. Accelerated Reward points, Cashback etc), SBI Card reserves the right to reverse such value proposition benefits. If the value proposition is Reward points based and if the same have been redeemed, then SBI Card reserves the right to debit the equivalent value of the reward points to card, as per the prevailing value per reward point applicable at that time.
19. Processing of recurring transactions not compliant with RBI guidelines shall not be continued beyond 30 September 2021
20. In all situations where the cardholder services are discontinued/disrupted due to any acts of the merchant, governmental or regulatory orders, force majeure and acts of God, SBI Card shall not be responsible and/or liable for the same and the cardholder shall be solely responsible and liable to settle such matters with its merchant and/or statutory authority
21. The cardholder indemnifies SBI Card from and against all actions, suits, claims, liabilities and proceedings due to or arising out of any or all disputes between the cardholder and merchant or by reason of SBI Card acting in good faith and bonafide belief
22. SBI Card will endeavor to effect recurring payments received by it within Bill due date. However, SBI Card does not warrant that Payment / fulfillment of instructions will not be delayed for reasons beyond its control including any default on the part of the ecosystem stakeholders (Merchant/Acquirer/TSP/Network) or technology related reasons. For all such delays, SBI Card will not be held liable.
23. In case of any wrong amount debited to card due to issue/incorrect customer mapping at merchant end, Cardholder must liaise directly with merchant for refund. Refund policies of merchant will apply over and above these terms and conditions. SBICPSL will only act as a facilitator for refunds basis chargeback guidelines laid down by the networks.
24. SBI Card is not in any manner party to the contracts that may be executed between the cardholder and the merchants. The merchants shall be solely responsible to the cardholder to render the Products & Services for which Payment is to be made by SBI Card and SBI Card shall not be responsible/liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc., and shall not be made party to any disputes between the cardholder and any merchants.
25. The cardholder shall not hold SBI Card liable for any non-service, delayed service or faulty service rendered by the merchant/s and shall not contact or communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS, or personal meeting with SBI Card in this regard.
26. SBI Card will not accept any cancellation request by the cardholder if the recurring payment transaction has been authorized or already in pipeline for authorisation. Any disputes will follow the chargeback guidelines laid down by the networks.

27. The record of charges in respect of the said services received or availed by cardholder and submitted by merchants to cardholder's Card Account will neither bear Cardholder signature nor the imprint of Credit Card. Cardholder therefore undertake to unconditionally honor and pay without protest and contention of the said charges including interim charges booked by cardholder under the said services, as and when cardholder is billed for the same by SBI Card during the validity period of his Card and subsequent renewals thereof.
28. SBI Card reserves the right to revoke / stop this facility if the credit behavior on the card is unsatisfactory
29. No receipt will be given for bills paid through this facility. It is clarified here that cardholder statement is adequate and conclusive proof that such payment was paid to merchant.
30. SBI Card neither endorses the merchant, nor is it in any manner party to the contracts that may be executed between the cardholder and the merchants
31. The cardholder is liable to honour all his/her credit card commitments irrespective of any grievances/complaints that cardholder may have with merchants.
32. Cardholder agrees to resolve disputes (if any) of whatsoever nature directly with merchant and will not hold SBI Card liable for any deficiency of services provided by the merchant.
33. Nothing contained herein shall prejudice or affect the terms and conditions as mentioned in the Terms & Conditions booklet sent in the Credit Card welcome kit. The terms of this service shall be in addition to and not in derogation of the terms contained in the Terms & Conditions booklet
34. Nothing contained in the said services shall be construed as binding obligation on SBI Card or any participating merchant to continue the services after the services are terminated.
35. All disputes and differences arising out and in connection with this service shall be subject to arbitration under the Arbitration and Conciliation Act, 1996 with any amendments thereof. The arbitration shall be conducted by a sole arbitrator appointed by SBICPSL. The place of arbitration shall be New Delhi and language of arbitration shall be English. The award passed by the arbitrator shall be final and binding on parties. Existence of a dispute/difference shall not constitute a claim against SBICPSL. Notwithstanding the foregoing the courts in New Delhi shall have the exclusive jurisdiction to decide any matters related and connected to the instant terms.