

Terms & Conditions: Paytm First Membership

Following are the terms and conditions ("**Terms**") for Paytm First Subscription. These Terms are between Cardholder and One97 Communications Limited and/or its affiliates ("**Paytm**") and governed by respective rights and obligations of Paytm. Please note that Cardholder's use of the Paytm website and Paytm First Subscription are also governed by the agreements listed below (details available for reference on <https://paytm.com/about-us/our-policies/#tandc>), as well as all other applicable terms, conditions, limitations, and requirements on the Paytm website, all of which (as changed over time) are incorporated into these Terms. With signing up for Paytm First Subscription, Cardholder agrees to accept the terms, conditions, limitations and requirements including and not limited to the below -

- Paytm Terms & Conditions
- Paytm Privacy Policy

For having a better understanding of the type of the services & offers available as part of Paytm First Subscription please refer <https://paytm.com/offer/paytmfirst/>

Membership Plan

- Complimentary Paytm First Membership is provided to Paytm SBI Card and Paytm SBI Card SELECT Cardholders upon card activation i.e. post first settled retail transaction on Cardholder Account
- Also, Paytm SBI Cardholders are eligible for a complimentary Paytm First Membership on renewal on achieving annual milestone retails spends of Rs. 1 Lakh
- Membership Plan shall be valid for a period of 12 months from its date of activation for Cardholder. For example, if Cardholder has activated the plan on 10th of January 2020, the membership will end on 10th of January 2021.
- Membership Plan will be terminated after the end of 12 months.
- Cardholder can choose to avail Membership Plan and subscribe for auto renewal on an annual basis only and it shall be automatically renewed upon the expiry of the 12 months period. For example, if Cardholder has activated the plan on 10th of January 2020, then the membership will be automatically renewed on 10th of January 2021
- Cardholder shall have the option to cancel Paytm First Subscription Auto Renewal any time or elect to auto-renew his/her membership on different plan (if any) which is offered solely at the discretion of Paytm
- The 12 months Membership Plan is being made purely on a best effort basis
- Nothing contained herein amounts to a commitment by Paytm to launch or offer, similar or other Paytm First membership plans
- The offers extended in the Paytm First Membership are by different third parties. Paytm is not responsible for the third party offers. Therefore, Paytm may change and/or remove the offerings in the Paytm First Membership from time to time at its sole discretion.

- Paytm reserves the right to amend these and the terms and conditions of Paytm First Membership including the price changes from time to time.
- Paytm First Membership Subscription cannot be cancelled, however, Paytm reserves the sole discretion to do so on a case to case basis.

Paytm First Subscription Auto Renewal Cancellation

The auto renewal of the Paytm First Membership shall be annual. Cardholder may cancel the subscription to Paytm First Membership auto renewal anytime before the renewal period begins.

Other Limitations

- Paytm & SBICPSL reserve the right to accept or refuse membership in their respective discretion.
- Paytm & SBICPSL may send Cardholder email and other communications related to Paytm First Membership (regardless of any settings or preferences related to your Paytm account).
- Cardholder may not transfer or assign his/her Paytm First Membership or any Paytm First Membership benefits, including promotion codes for First memberships or benefits, except as allowed in these terms.
- Paytm First Members are not permitted to purchase products for the purpose of resale, rental, or to ship to their customers or potential customers using First benefits.
- Some Paytm First Membership benefits may require certain purchase thresholds, have quantity or shipping address limitations, or require members to meet specified criteria in order to access them.
- From time to time, Paytm may choose in its sole discretion to add or remove Paytm First Membership benefits.

Agreement Changes

Paytm may in its own discretion change these Terms, Paytm's Conditions of Use and Privacy Notice, or any aspect of Paytm First Membership, without notice to Cardholder. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. CARDHOLDER'S CONTINUED MEMBERSHIP AFTER PAYTM CHANGES THESE TERMS CONSTITUTES CARDHOLDER'S ACCEPTANCE OF THE CHANGES.

Termination by Paytm

Paytm may terminate Cardholder's First membership at their respective discretion without notice and will not be liable to refund any amount to the Cardholder for the same. Paytm may terminate the Cardholder's Membership in relation to conduct that Paytm determines, in its discretion, violates these Terms or any applicable law, involves fraud or misuse of the First membership, or is harmful to Paytm's interests or another user.

Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN PAYTM'S CONDITIONS OF USE, PAYTM'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST MEMBERSHIP FEE CARDHOLDER PAID. THIS LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR FIRST MEMBERSHIP.

Disputes

In the event of any dispute arising out of or in relation to this Terms and Conditions, including any question regarding to its existence, validity or termination, Cardholder shall first seek settlement / resolution of that dispute through the grievance redressal cell with Paytm. If within 14 days of grievance redressal, Cardholder feels that he/she did not get a satisfactory response from Paytm Cardholder shall approach for mediation / conciliation with Paytm and which shall be carried out at Paytm's premises in accordance with the mediation rules.

Any dispute or claim, not settled by mediation / conciliation and relating in any way to these Terms or Cardholder's use of Paytm First Membership, will be resolved by binding arbitration, under the Arbitration and Conciliation Act (amended) and Indian Arbitration Rules shall apply.

To begin an arbitration proceeding, Cardholder must send a letter requesting arbitration and describing his/her claim to Paytm and the arbitration will be conducted by under its rules. Paytm and Cardholder agree that any dispute resolution proceedings will be conducted only on an individual basis. Paytm and Cardholder also both agree that Cardholder or Paytm and Cardholder may bring suit in court to enjoin infringement or other misuse of intellectual property rights.