

Terms & conditions for recurring e-mandates set at merchant platforms

Bank of Baroda (“Bank”)

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Definitions:

1. The term “e-mandate” shall mean consent given by a customer at a merchant platform (website/mobile application) to debit their Bank of Baroda account using Debit 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 mandate or payment instruction on their Bank of Baroda Debit Card.
3. The term “Merchant Platform” refers to website or mobile application of the merchant.
4. Bank of Baroda Debit Card means the debit cards issued by Bank of Baroda in India.
5. Bank of Baroda Debit cardholders means a customer of the Bank who has been issued a debit card by the Bank.
6. The term “TSP” shall mean ‘Technology Service provider’ to Bank of Baroda who will have integrations with various payment ecosystem stakeholders for enabling setup, authentication and authorization of recurring e-mandates set at merchant platforms.
7. The term ‘Network’ shall mean card associations like Visa, Mastercard, RuPay.
8. The term ‘Recurring e-Mandate shall mean a service offered by the Bank to its Bank of Baroda Debit cardholders. The scope of service includes all associated functions that the Bank carries out as an issuer.
9. The term “AFA” refers to “Additional Factor of Authentication”. Wherever applicable, AFA will be done by the Bank by sending one time password (OTP) via SMS to the registered mobile number of the Bank of Baroda Debit cardholders.

B. Terms & Conditions

1. The Recurring e-mandate can be given by Bank of Baroda Debit cardholders at Merchants that are compliant with the Reserve Bank of India guidelines and regulations on processing of e-mandate on card for recurring transactions issued in August 21, 2019, as amended from time to time.
2. The Recurring e-mandate service will be available to the Bank of Baroda Debit cardholders who have registered for this service at any Merchant Platform using their Bank of Baroda Debit Card and to the exclusion of all others.

3. The Recurring e-mandate services will be effective subject to Bank of Baroda Debit Cards being valid and in good standing.
4. Bank of Baroda may at its discretion and without prior notice choose to not offer the Recurring e-mandate service Bank of Baroda Debit Cards which are blocked or in case it suspects fraudulent/malicious behaviour.
5. Once a recurring e-mandate is setup on a Merchant Platform, payment debit to Bank of Baroda Debit 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. Bank of Baroda 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 clear funds available in the account linked to the Debit Card, at the time of processing the transaction. In the event of limits not being available or clear funds not being available in the account to which the debit card is issued, cardholder will receive a payment failed alert.
7. It shall be the responsibility of Merchant and acquirer to ensure correct bill details are passed on to TSP and Bank of Baroda. Bank of Baroda will not be liable for any failed payments on account of incorrect/incomplete bill details shared by Merchant or acquirer.
8. The Bank of Baroda Debit cardholders should keep track of any SMS or email alert/s pertaining to e-mandates set at Merchants. Bank of Baroda will not bear the responsibility or consequence of late payments if the authorization requests are received late from Merchant/acquirer/Network.
9. In case Bank of Baroda Debit cardholders wants to delete an e-mandate registered at Merchant Platforms, then the cardholder must do so through Merchant Platform or Bank of Baroda mobile application pre login section. Bank may introduce this facility through other channels also in future. Till the time cardholder receives a SMS or email confirmation of e-mandate deletion, any payment made to the Merchant will be construed as valid and binding on the cardholder.
10. In case Bank of Baroda Debit cardholder wants to modify e-mandate limit amount (up to permissible limit of Rs. 5000/- [Rupees Five Thousand only] or any other amount stipulated by RBI in the future from time to time) or validity of an e-mandate registered at Merchant platform, then the cardholder must do so through Merchant Platforms or Bank of Baroda mobile application pre login section or Bank's Website. Bank may introduce this facility through other channels also in future, till the time cardholder receives a SMS or email confirmation of e-mandate limit amount/validity modification,

any payment made to the Merchant will be construed as valid and binding on the cardholder.

11. In case no e-mandate limit amount is set while registering an e-mandate at Merchant Platform, Bank of Baroda will make payment to Merchant as per the bill amount claimed by Merchant without AFA up to permissible limit of Rs. 5000/- (Rupees Five Thousand only) or up to any other amount stipulated by RBI in the future from time to time.
12. In case the bill amount payment requested by Merchant is more than Rs.5000/- (Rupees Five Thousand only) or the e-mandate amount set by the cardholder, Bank of Baroda will send a notification to cardholder at least 24 hours prior to due date for AFA validation of the transaction via an OTP. Bank of Baroda 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, Bank of Baroda will reject the transaction payment to Merchant. It is the cardholder's responsibility to pay directly to biller in such cases and Bank of Baroda is not liable for any claims for non-payment or charges levied by Merchant.
13. Processing of recurring payments on Bank of Baroda Debit Cards are compliant with RBI guidelines.
14. The Bank of Baroda Debit Cardholder shall take precaution to ensure that no double payment is made from cardholders end for the same bill. Bank of Baroda will not be liable for reversals in cases where double payments are made on account of multiple authorization requests for the same bill. Before registering the utility bills for this service, the Bank of Baroda Debit Cardholder should ensure that the same bill is not registered/paid through any other service provider or channel.
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 cancel / modify existing e-mandate details through the Bank of Baroda mobile application pre login section for such cases. The cardholder will not hold Bank of Baroda 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 Bank of Baroda Debit 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. Bank of Baroda is not liable for any late payment charges/discontinuance of service on account of cardholder not performing this action.
17. All disputes regarding the e-mandate recurring payments should be raised with Bank of Baroda through CRM Portal provided on Bank of Baroda website or Branch or call

centre channels. Prevailing chargeback rules and guidelines as defined by Networks will apply.

18. Bank of Baroda shall have the right to revoke and/or discontinue the Recurring Mandate service to certain Bank of Baroda Debit Card customer if it has reason and/or reasonable apprehension to believe that such continuing of this service shall gravely prejudice the commercial situation of Bank of Baroda. Such a determination by Bank of Baroda shall be at its sole and absolute discretion.
19. In all situations where the card services are discontinued/disrupted due to any acts of the merchant, governmental or regulatory orders, force majeure and acts of God, Bank of Baroda 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.
20. The Bank of Baroda Debit cardholder indemnifies Bank of Baroda 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 Bank of Baroda acting in good faith and in a bonafide manner.
21. Bank of Baroda will endeavour to effect recurring payments received by it within bill due date. However, Bank of Baroda does not warrant that payment / fulfilment 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, Bank of Baroda will not be held liable.
22. In case of any wrong amount debited to the Bank of Baroda Debit Card holder 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. Bank of Baroda will only act as a facilitator for refunds basis chargeback guidelines laid down by the Networks.
23. Bank of Baroda is not in any manner party to the contracts that may be executed between Bank of Baroda and Debit Cardholder and the Merchants. The Merchants shall be solely responsible to the cardholder to render the products and services for which payment is to be made using the Bank of Baroda Debit Card and Bank of Baroda 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.
24. The Bank of Baroda Debit Cardholder shall not hold Bank of Baroda 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 Bank of Baroda in this regard.
25. Bank of Baroda will not accept any cancellation request by the Bank of Baroda Debit Cardholder if the recurring payment transaction has been authorized or already in

pipeline for authorization. Any disputes will follow the chargeback guidelines laid down by the Networks.

26. Bank of Baroda reserves the right to revoke / stop this Recurring e-mandate service if the account transaction behaviour on the card is unsatisfactory.
27. No receipt will be given for bills paid through this Recurring e-mandate service. It is clarified here that Bank of Baroda Debit Cardholder statement is adequate and conclusive proof that such payment was paid to Merchant.
28. The Bank of Baroda Debit Cardholder agrees to resolve disputes (if any) of whatsoever nature directly with Merchant and will not hold Bank of Baroda liable for any deficiency of services provided by the Merchant.
29. Nothing contained in the said services shall be construed as binding obligation on Bank of Baroda or any participating Merchant to continue the services after the services are terminated.
30. Nothing contained herein shall prejudice or affect the Client Terms, Debit Card terms and conditions. The terms of this Recurring e-mandate service shall be in addition to and not in derogation of the aforesaid terms. In the event of any conflict between these terms and conditions and the aforesaid terms and conditions, these terms and conditions shall prevail with respect to the Recurring e-mandate service.

All disputes and differences arising out and in connection with this Recurring e-mandate service shall be subject to the exclusive jurisdiction of the courts in Mumbai.
