

TERMS AND CONDITIONS FOR TOKENISATION OF CARDS

Tata Payments Limited (“**TPL**”, “**we**”, “**our**” or “**us**”) is offering, *inter alia*, Card on File Tokenisation Services (“**COFT Services**”), through Tata Pay Platform (“**Platform**”) in association with third party partners through which users of the Platform (“**User**” or “**you**”) may tokenise their valid credit cards, debit cards etc. issued by authorised card issuers (“**Card(s)**”) for the purpose of future payment transactions.

By proceeding to use COFT Services, you signify your consent to avail COFT Services and to be bound by these terms of use (hereinafter “**COFT terms**”) in addition to the Tata Pay User Agreement (“**General Terms**”). Capitalized terms used but not defined shall bear the same meaning as ascribed to it in the General Terms.

We reserve the right, in our discretion, to make changes or modifications to COFT Terms at any time for any reason. We will alert you about any changes by updating the ‘Last updated’ date of these COFT Terms and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these COFT Terms to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised COFT Terms by your continued use of COFT Services after the date such revised terms are posted.

Wherever the context requires User shall mean any natural or legal person who is a resident of India, at least 18 (eighteen) years of age who is eligible to contract within the meaning of the Indian Contract Act, 1872, and is not undischarged insolvent.

When you avail COFT Services from TPL, respective Merchant’s Terms and Conditions and applicable laws, regulations in relation thereto including but not limited to any guidelines issued by the RBI will be applicable to you in addition to these COFT Terms.

By impliedly or expressly accepting COFT Terms, you also agree and consent to be bound by all relevant policies of TPL including the Privacy Policy as available on the Platform and www.tatadigital.com/legal.

1. Definitions:

- 1.1. “**Cardmember**” shall mean the User to whom the valid Card has been issued by an authorised card issuer.
- 1.2. “**PAN**” means the primary card account number that identifies card issuer and particular Cardmember account.
- 1.3. “**Token**” means a surrogate value which corresponds to a PAN.
- 1.4. “**Tokenised Card**” shall mean the Cardmember’s Card for which unique Token has been assigned on the Platform.
- 1.5. “**Tokenised Card Transaction**” shall mean the transaction effected by using the Tokenised Card for making payment to any other person.
- 1.6. “**Token Requestor**” shall mean TPL or TPL’s service provider which is acting in the capacity of token requestor with token service provider for providing Tokenisation Service.
- 1.7. “**Tokenisation Service**” shall mean the service of replacement of actual Card details of Cardmembers with Token; and other processes involving Tokens which shall include but not be limited to transaction processing or deregistration of Tokens.

2. Tokenisation of Cards

- 2.1 The Cardmember acknowledges and agrees that:
 - 2.1.1 The Cardmember may initiate a request to Token Requestor for tokenisation of Card after providing explicit consent.
 - 2.1.2 Token Requestor will collect relevant data including Card details and share the same with its third-party partners, card issuers and/or card networks for the purpose of providing the Tokenisation Services.
 - 2.1.3 TPL, card networks, card issuers and TPL's third party partners will have the right to use, transfer and process the data collected from you by TPL to provide the Tokenisation Services. Such use, transfer and processing will be in accordance with the applicable laws and may be used by card networks for various purposes including internal research, fraud, security, and risk management. TPL, card networks, card issuers or merchants in their sole discretion, shall allow or deny tokenisation of the Card on the Platform and such decision of TPL, card networks, card issuers or merchants shall be final and binding on the Cardmember.
 - 2.1.4 The use of the Tokenised Card may be subject to certain transaction limits (whether in value or number of transaction) imposed, from time to time, by your card issuer or in terms of the applicable law or internal policies and procedure of your card issuer, card network or TPL.
 - 2.1.5 The laws of India without regard to the principles of conflict of laws will govern the Tokenisation Services and any dispute of any kind that may arise between you and TPL. The Cardmember will at all times adhere to all applicable laws, rules, and regulations applicable to use of the Tokenisation Services.

3. Loss/misuse of Tokenised Cards

- 3.1 The Cardmember must immediately notify respective bank/card issuer if Token/Card is misplaced, damaged, lost or stolen or if the Cardmember suspects that the Token/Card is being used without Cardmember's permission.
- 3.2 If the Tokenised Card is hotlisted due to card damage, loss or theft and such Tokenised Card is blocked by card issuer or card network and TPL shall not be liable or responsible for any transaction incurred using the Tokenised Card prior to time the Tokenised Card being blocked and the Cardmember will be wholly liable for the same.
- 3.3 The Cardmember shall be solely liable for all losses in case of misuse of the Tokenised Card by someone who obtained access to the Tokenised Card with the consent of the Cardmember.

4. Cardmember's undertakings

- 4.1 The Cardmember undertakes to take appropriate security measures in relation to Tokenised Card including, without limitation, ensuring that no person has unauthorised access to the Tokenised Card.
- 4.2 The Cardmember shall strictly comply with the terms of card issuer.
- 4.3 The Cardmember shall be fully and solely responsible for any disclosure of the details of Cards/Tokenised Card details, password/ security credentials or other security details even if such disclosure is accidental or unauthorised. The Cardmember shall be solely responsible for all risks and consequences of the Tokenised Card being used by unauthorised persons or for unauthorised purposes, if any.

- 4.4 The Cardmember hereby agrees that the Cardmember is aware of the various risks (including, without limitation, fraudulent usage of Tokenised Card) associated with usage of the Tokenised Card. The Cardmember hereby agrees and undertakes to assume and bear all the risks involved in respect of Tokenised Card and usage of the same and TPL shall not be responsible in any manner for the same and shall also not be liable for any claims, loss, damage, cost or expense and liability arising therefrom or in connection therewith.

5. De-registration of Token

- 5.1 The Cardmember shall follow the instructions/terms and conditions agreed with TPL or communicated by the Token Requestor to suspend/stop/delete/terminate/close the Token and not use the features thereof any longer. The Cardmember hereby acknowledges and agrees that the termination of the Token will not terminate, suspend, close or in any other manner affect the underlying PAN or any payment or other obligations arising therefrom.

6. Disclaimer

- 6.1. You agree that (i) all risks arising from online transactions using Tokenised Cards will be borne by you; and (ii) Tokenisation Service is provided on 'as is' basis.
- 6.2. TPL and any third-party partners make no warranty, express or implied regarding the quality of the COFT Services including but not limited to the following: i) the COFT Services will meet your requirements; ii) COFT Services will be uninterrupted, timely or error free; or iii) any products, information or material obtained by you in connection with the COFT Services will meet your requirements.
- 6.3. Except as otherwise expressly set forth in COFT Terms, all provisions of the General Terms, including without limitation, with respect to term and termination, intellectual property, indemnity and limitation of liability, privacy and compliance with applicable laws, shall apply to the COFT Services. Any breach by you of these COFT Terms shall be deemed to be a breach of General Terms. In the case of any conflict between these COFT Terms and General Terms (i) with respect to the COFT Services, these COFT Terms shall prevail; (ii) for all other matters, General Terms shall prevail.