

Terms & Conditions for IDFC FIRST BANK TMW GIFT CARD

The TMW Fintech Private Limited (formerly known as Mobile Wallet Private Limited) (hereinafter referred to as "TMW") having its registered office at Tower 3, Equinox Business Park, Off Bandra Kurla Complex, Kurla West, Mumbai-400070.

The words We/Us/Our shall for the purpose of this agreement mean and include TMW. The words Customer/User/You/Applicant shall for the purpose of this agreement mean and include "Customer". The use of IDFC FIRST BANK TMW GIFT CARD by the Customer shall be subject to acceptance of the terms and conditions as detailed herein below ("Terms and Conditions").

By applying for use of IDFC FIRST BANK TMW GIFT CARD , the Customer acknowledges that the Customer has read, understood and agrees to be bound by these Terms and Conditions defined hereunder and as may be amended from time to time by TMW. These terms and conditions apply to all transactions involving use of the IDFC FIRST BANK TMW GIFT CARD ('Card') and form the complete contract between the Cardholder and TMW subject to which the Card is issued by the TMW. TMW may update these Terms and Conditions at any time. All the relevant terms and conditions of TMW platform are also applicable to Customers / Cardholder. We recommend Cardholder / Customer to check these Terms and Conditions periodically for changes.

1. DEFINITIONS:

- a) "Account" or "Card Account" refers to a prepaid account with an account balance equivalent to amount loaded on such PPI, for the purpose of monitoring the limits available on such PPI.
- b) "Application Form" shall mean as the context may permit or require, the Gift Prepaid Card application form submitted by the Customer to TMW for the purpose of applying for and/or availing the Gift Prepaid Card along with all requisite information, particulars, clarifications and declarations, if any, furnished by the Customer from time to time in connection with the Gift Prepaid Card.
- c) "Applicant" shall mean an individual person above the age of 18 (eighteen) years, who wish to use IDFC FIRST BANK TMW GIFT CARD.
- e) "Card" means IDFC FIRST BANK TMW GIFT CARD.
- f) 'Card Account' shall mean the account opened in the name of the Cardholder and maintained by IDFC Bank for the purpose of usage of the IDFC FIRST BANK TMW GIFT CARD as per the terms and conditions contained herein.
- g) "Charges" means such levy, costs and charges levied by TMW for usage of the Gift Prepaid Card, as amended from time to time.
- h) 'Corporate' or 'Client' shall mean an organization which instructs IDFC Bank to issue a IDFC FIRST BANK TMW GIFT CARD for the exclusive use of its employees / business associates etc.
- i) 'Consumer(s) / Cardholder(s)' shall mean an employee / business associates of the Client who has been issued a valid IDFC FIRST BANK TMW GIFT CARD. The terms "you" and "your" refer to employee/ business associates of the Client who has been issued a valid IDFC FIRST BANK TMW GIFT CARD (i.e. the ultimate beneficiary or the "Cardholder")
- j) "Customer" or "Card Holder" shall mean any individual, limited liability partnership firm, partnership, society, company or any other organization or entity under applicable laws, who obtain/purchase PPIs from TMW and use the same for purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments.

k) "Customer Care Centre" refers to Program Phone Banking Service provided by TMW for addressing all queries, complaints raised by the Customer or any details or information sought by the Customer in relation to the Card.

m) "IDFC Bank" shall mean IDFC Bank Ltd, a Company incorporated and registered under the Companies Act, 1956, having its registered office at KRM Tower, 7th Floor, No. 1, Harrington Road, Chetpet, Chennai - 600 031, Tamil Nadu, India includes its representatives and assignees.

n) "Know Your Customer /KYC" shall mean the various norms, rules, laws, guidelines and statutes issued by RBI from time to time under which tmw may be required to procure personal identification details along with supporting documents from the Customer. Such information or documents may be required at the time of submission of AOF and/or at a later date, for availing and/or continuation of the TMW Wallet.

o) "Merchant(s)" shall mean seller(s), retailers or e-commerce marketplace, including but not limited to brick and mortar or electronic merchants or such other business entities who accept the PPI as payment options for collecting payments from the Customer.

p) "Merchant Establishment" means commercial establishments of any nature, wherever located, which honour the PPI for transactions done with them.

q) "Personal Identification Number (PIN)" shall mean a set of confidential number/s given to the User by the Bank/Service Provider, while issuing the PPI (in case the same is a card) or later selected by the User from time to time, which is used to identify the User at an ATM or a terminal for putting through Transactions using the PPI (in case the same is a card) or which may be used as a second factor authentication in case the PPI is a wallet.

r) "Platform" shall mean the TMW website www.tmwpay.com and TMW mobile application or any other website as may be notified by TMW which are owned, established and maintained by TMW.

s) "RBI" shall mean the Reserve Bank of India.

t) "RBI Guidelines" shall mean the applicable guidelines, regulations, notifications and instructions issued by RBI in relation to the issuance and operation of pre-paid payment instruments in India and operation of TMW Account and mobile wallet Services and all other guidelines and instructions inclusive of their respective amendments as may be issued and notified by RBI from time to time including The Payment and Settlement Systems Act, 2007 & regulations made there under.

l) "Schedule of Fees/Charges" shall mean the details of fees or charges as may be prescribed by TMW from time to time and displayed on its platform, amended from time to time.

m) "Transaction" means any transaction initiated on the GIFT Prepaid Card by the Customer at any MasterCard affiliated Merchant Establishment or over the internet.

2. ABOUT THE CARD & USE :

a) The Card shall be valid only in India. Card is not reloadable. It is valid until the expiry date mentioned on the front of the Card and cannot be used after expiry. The card cannot be used outside the territory of India or for any transactions denominated in foreign currency.

b) By accepting delivery of this Gift Card and using the Gift Card the Cardholder shall be deemed to have accepted terms and conditions guiding the usage of this Card. Further, Customer are advised to read and understand Frequently Asked Questions ("FAQ") and terms and conditions made available by TMW on its Platform, from time to time The Card shall be issued by TMW, subject to the Customer fulfilling the eligibility criteria as stipulated by TMW, from time to time.

c) On expiry of Gift Card, the remaining available balance will be forfeited. Customers are hereby requested to kindly ensure that the contact information is kept abreast. Customer needs to utilize the entire credit balance available on the Card prior to the expiry of the Card. In case the Customer does not utilize the credit balance available on the Card within the validity period, TMW will inform or intimate the Customer 45 days prior to the expiry of the GIFT Prepaid Card through SMS on the registered mobile number of the Customer. Customer needs to utilize the entire credit balance available on the GIFT Prepaid Card prior to the expiry of the GIFT Prepaid Card. In case the Customer does not utilize the credit balance available on the GIFT Prepaid Card within the validity period, the Customer can approach IDFC Bank for refund/transfer of outstanding balance to the account maintained with IDFC Bank or any other bank account of the Customer. In case the Customer does not approach IDFC Bank within a specified period, the outstanding credit balance available on the GIFT Prepaid Card will be transferred to a Fund in compliance with the regulatory guidelines.

d) The Card may be used for transactions up to the then available amount. Card cannot be used to make transactions that exceed the available balance. For such transactions you shall be required to pay the differential amount by any another method as may be accepted by the merchant.

e) The Card is transferable. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or for repayment of loan instalment payments.

f) In case, sufficient available amount is not present in the Card to process the transaction, the transaction shall not be processed.

g) The usage of the Card shall be deemed acceptance of the terms and conditions of IDIDFC FIRST BANK TMW Gift Card.

h) The Card shall not be used at any Automated Teller Machine ("ATM") for cash withdrawals or for any other activity at the ATM. However, if the Card is attempted to be used at an ATM, besides the transaction being declined by the ATM, you shall be charged a fee of Rs. 20/- plus taxes per attempt which amount shall be deducted from the Card without further notice.

i) No interest shall be payable by TMW on the amount available / loaded on the Card.

j) The Card shall remain the property of TMW at all times. You agree to be bound by these terms and conditions by purchasing, activating, using or attempting to use the Card, or making transaction enquiry or exercising any right to redeem the value loaded on the Card. If you are giving the Card to another person, you should ensure that he or she is aware of these terms and conditions that apply to the Card. The user of the Card is advised to sign at the appropriate place provided on the reverse side of the Card immediately upon its receipt. TMW reserves the right to reject or cancel any Transaction in absence of the signature or mismatch of the signature, without further notice or intimation to the Customer.

k) The Cardholder shall be able to load the Card only once subject to a maximum value of Rs.10,000/- (Rupees Ten Thousand only) or such other limit as may be specified by TMW subject to internal and applicable regulatory and statutory guidelines. The Card cannot be reloaded thereafter by the Cardholder and / or any other person.

l) The Customer acknowledges that all refunds in case of failed, returned, rejected or cancelled Transactions done by the Customer using any other payment instrument cannot be credited in the GIFT Prepaid Card.

3. NOTIFICATION OF ERROR

The Cardholder agrees to bring all disputes about a Transaction or entry in the Card Account to the notice of IDFC First Bank IDFC FIRST BANK TMW GIFT CARD within 15 days from the date of such Transaction or entry, in absence of which all Transaction and Card Account entries shall be constructed as correct and accepted by the Cardholder. The Cardholder can notify IDFC FIRST BANK

TMW GIFT CARD in writing (cs@tmwpay.com). IDFC First Bank TMW Gift Card will conduct a thorough investigation and revert with the findings, and our findings shall be final and conclusive.

4. SAFE KEEP OF THE CARD

Keep the Card and PIN in a safe place. Keep the PIN separate from the Card and do not give or otherwise make available to others the Card or PIN. You should sign on the reverse of the Card immediately upon receipt. IDFC FIRST BANK TMW GIFT CARD will NOT entertain any fraud or ZERO LIABILITY claims for IDFC FIRST BANK TMW GIFT CARD.

5. PURCHASE OF GOODS AND SERVICES/TRANSACTIONS:

a) IDFC Bank and the Merchant Establishments, reserves the right to refuse the acceptance of the Card at any time for any reasons whatsoever, without any prior intimation to the Customer. The Card shall be used only for bonafide personal or official purposes. It is clarified that charges incurred may, in case of certain Merchant Establishments, include a charge for availing certain additional service or other facility being provided by such Merchant Establishments.

b) The Customer shall sign and retain all the charge slips generated for each of the Transaction consummated at a Merchant Establishment. TMW shall not provide copies of the charge slips or transaction slips to the Customer.

c) The Customer agrees that he/she will not use the Card for making payment(s) of any goods and services, which is illegal under the Applicable laws. The Card cannot be used for making purchases of prohibited or contraband products or services, e.g. lottery tickets, banned or prohibited magazines, participation in sweepstakes, purchase of bitcoins, payment for call-back services, etc.

d) Any charge or cost levied by the Merchant Establishment in relation to any Transaction, shall be directly settled by you with the Merchant Establishment. TMW shall not be liable or responsible, either directly or indirectly, for any act or omission on the part of the Master Merchant or the charges or cost levied by them in relation to the Transaction.

e) All refunds and adjustments due to any Merchant Establishments on account of device error or communication link will be processed manually and the Card Account will be credited after due verification by TMW pursuant to the applicable rules, regulation and internal policy of TMW. The Customer agrees that any subsequent Transactions will be accepted or honoured only basis the available credit balance in the Card Account(s) without taking into account any disputed amount under consideration by TMW. You hereby agree to Indemnify and keep TMW indemnified and harmless from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which TMW may at any time Incur, sustain, suffer in respect of your use of Card or otherwise arising from the Card. Unless, expressly provided herein, TMW disclaims any liability to you in this regard that may arise from the use of the Card.

f) The Customer hereby agrees to receive SMS or emailing alerts from TMW for all Transactions done using the Card. The SMS or email alerts from TMW shall stipulate debit and credit Transactions, balance available or remaining on the Card or such other information or details as stipulated by TMW, from time to time.

6. CARDHOLDER OBLIGATIONS AND COVENANTS :

a) The Cardholder shall notify TMW immediately in case of change of his address. In addition to the terms and conditions provided herein, Customer will also be subject to the terms, guidelines and conditions available on TMW website and mobile app.

b) The Cardholder shall at all times ensure that the Card is kept in safe place.

c) The Cardholder shall be liable for all Transaction and for the related charges. The Cardholder accepts that at his request and risk TMW has agreed to provide him the Card and accepts full responsibility for all transaction recorded by use of his Card.

d) The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with his knowledge or his authority, expressed or implied

e) The Card shall be issued by TMW, subject to the Customer fulfilling the eligibility criteria as stipulated by TMW, from time to time.

7. Breach:

In the event of any breach of these Terms and conditions by the Customer, TMW shall have the sole right to forthwith cancel or terminate the Card, without any further claim, demand or dispute upon TMW.

8. TERMINATION :

a) The Card shall be valid for a period until the expiry date printed on the face of the Card.

b) The Customer agrees and undertakes to destroy the Card upon its expiry to prevent any third party from using it.

c) Customer may at any point of time, request for termination of the GIFT Prepaid Card, by giving a prior written notice of thirty (30) days to TMW, save and except, upon request by the Customer for hot listing or blocking the Card, in which case the Card shall be terminated and/or cancelled with immediate effect.

m) Upon termination of the GIFT Prepaid Card as stated above, TMW will inform or intimate the Customer 45 days prior to the expiry of the GIFT Prepaid Card through SMS on the registered mobile number of the Customer. Customer needs to utilize the entire credit balance available on the GIFT Prepaid Card prior to the expiry of the GIFT Prepaid Card. In case the Customer does not utilize the credit balance available on the GIFT Prepaid Card within the validity period, the Customer can approach IDFC Bank for refund/transfer of outstanding balance to the account maintained with IDFC Bank or any other bank account of the Customer. In case the Customer does not approach IDFC Bank within a specified period, the outstanding credit balance available on the GIFT Prepaid Card will be transferred to a Fund in compliance with the regulatory guidelines.

d) If TMW temporarily or permanently, withdraw the privileges or terminates the GIFT Prepaid Card, TMW shall not be held liable or responsible for any delays or laches in notifying the customers.

e) TMW may at its sole discretion terminate the Card

i) In the event the Customer is declared insolvent or death of the Customer.

ii) In the event of the Customer committing breach of any of the terms, conditions, stipulations or its obligations under these "Terms and Conditions".

iii) In the event of any restriction imposed on the Customer by an Order of a competent Court or Order issued by any regulatory or statutory authority in India or any investigating agency.

iv) In the event the Card Program becomes illegal under the applicable laws, rules, and guidelines or circular.

v) In the event the entire Card Program is terminated.

9. CARD LOSS:

a) If the Card is lost, the Cardholder must forthwith report such loss to TMW over the telephone (Phone Banking i.e. Customer care number) or by way of written communication to TMW.) The Cardholder must file a report of Card loss with the police and send a copy thereof to TMW.

b) TMW upon verification of the lost Card report will temporarily suspend the Card on working day following the day of receipt of such lost Card report.

c) The Cardholder will continue to be liable for all Transactions carried out on his Card till he reports the loss of his Card to TMW.

d) TMW reserve the right to place a stop on your Card, only under the following circumstances:

i. Cardholder reports to TMW that Card has been lost, stolen or damaged; or

ii. TMW reasonably suspects that the Card has been used (or shall be used) contrary to any of these terms and conditions.

e) TMW may issue a replacement Card to the Cardholder against such lost, stolen or damaged Card, upon a request being made by Customer, in this regard and at its sole discretion. A fee of Rs. 100 plus taxes shall be applicable for every replacement Card that is issued to the Cardholder.

10. CARD CANCELLATION AND REFUND

The Card issued to you shall remain the property of IDFC First Bank TMW Gift card and shall be surrendered to IDFC First Bank TMW Gift Card, on request. Once issued, a card can only be cancelled by the Client and not the Cardholder. Under no circumstances will IDFC First Bank TMW Gift Card entertain card cancellation and refund requests directly from the Cardholder. If a Client requests IDFC First Bank TMW Gift Card to cancel an active card, the same will be communicated to the Cardholder. Once a card is cancelled the Cardholder must destroy the card or return it to IDFC First Bank TMW Gift Card.

11. MODIFICATION, CANCELLATION AND WAIVER

Except where prohibited by applicable law, IDFC First Bank TMW Gift Card may cancel or modify any terms, conditions, or services related to use of the IDFC First Bank TMW Gift Card including any part of this Agreement without notice to you. We may delay or waive any right at any time but such delay or waiver shall not affect exercise of those rights in the future.

12. FEES AND CHARGES :

a) Charges shall include any fees charged by TMW in respect of the Card, including replacement, renewal, handling and other fees, if any. These fees are non-refundable, non-transferrable and non-assignable in nature.

b) Charges shall also include service charges on specific types of Transactions. The method of computation of such Charges will be as notified by TMW from time to time on its website

c) TMW reserves the right at any time to charge the Cardholder any fees / charges for the Transactions carried out on the Card. Details of applicable fees and charges can be obtained from TMW and are subject to change from time to time.

d) Any government charges, or details, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility.

e) Any refunds on transactions that are carried on the Card are subject to the policy of the specific merchant and TMW shall not be responsible in the event the merchant refuses to provide you the refund. Refunds may be in the form of a credit to the Card or as per Merchants in-store credit policy.

f) Surcharges on TMW Gift card will be applicable as per below table.

MCC	Merchant Description	Surcharge % (Inclusive of Taxes)	Minimum Surcharge Amount (IN INR)* (Inclusive of Taxes)
5541	Service Stations	2.5	
5542	Automated Fuel Dispenser	2.5	
5983	Fuel Dealer (Non - Automotive)	2.5	
5172	Petroleum and Petroleum Products	2.5	
9752	Petrol Stations	2.5	
4011	Freight Railways	2.5	
4111	Local Passenger Transportation	2.5	
4112	Passenger Railways	2.5	11.8
4900	Utilities-Electric, Gas, Water, and Sanitary	2.5	
5960	Direct Marketing Insurance Services	2.5	
6300	Insurance Sales and Underwriting	2.5	

13. TRANSACTION HISTORY :

a) Customer is responsible for checking transaction history online and knowing available balance. Customer can check his / her balance using TMW platform or by calling tmw customer care or by using the details provided along with the Card.

b) If Customer has any query about the Card, Customer can contact us at or write us at cs@tmwpay.com

c) TMW reserve the right to change these terms and conditions anytime and the same shall be updated on the website and all fees and charges related to the Card at any time at their sole discretion. Customer are requested to make a note of all such terms and conditions at their own end. All fees and charges related to Card will be recovered by a debit to the Card as available and applicable.

14. LIMITATIONS ON OUR LIABILITY

IDFC First Bank TMW Gift Card is not responsible or liable for any special, direct, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits with regards to the use of the card, the quality of products or services purchased from the Merchant, user experience or in connection with this arrangement.

15. COMPLIANCE WITH LAW

The IDFC Bank is governed by the Reserve Bank of India (“RBI”) guidelines and is also subject to directions/instructions issued by the regulators from time to time. IDFC Bank is not responsible or liable for any violation of applicable laws by the User. All transactions done using the IDFC First Bank TMW Gift Card are subject to applicable Indian laws. The User shall not use the TMW Gift Card for any unlawful activity. By using this Card, the User(s) hereby declare that his/ her name does not, at any time, appear in the consolidated list of Terrorist Individuals Organizations as circulated by RBI from time to time.

16. DATA PROTECTION AND PRIVACY

During any Customer Service call, we may request for information such as your phone number, date of birth, and postal code that you have provided to IDFC Bank at the time of registration. We may also obtain personal information about you, including information

1. provided to us by the Customer, such as your name and/or your address,
2. provided by you at the time of activation/ KYC submission or during Customer service calls, and about purchases made with the Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance.

We will use this information to process Card transactions, provide Customer service, enhance usage at Merchants, process claims for lost or stolen Cards and help protect against fraud. We may also use such Information for marketing purposes and to conduct research and analysis. We may provide certain Information to others outside of IDFC Bank as permitted by any law, such as to government entities or other third parties as required by any law.

We may develop marketing programs and send you offer for products and services. We do not share Cardholder Information including Cardholder addresses and mobile numbers with other companies for them to market their own products and services. We may also be required to disclose information to RBI or such other authority as may be required by RBI or under any other applicable law, relating to you and/or to the transactions entered using the IDFC Bank.

Telephone Monitoring/Recording: From time to time we may monitor and /or record telephone calls between you and Customer Service Executive to assure the quality of our Customer service or as required by applicable law.

17. DATA PROTECTION AND PRIVACY

During any Customer Service call, we may request for information such as your phone number, date of birth, and postal code that you have provided to IDFC First Bank TMW Gift Card at the time of registration. We may also obtain personal information about you, including information

3. provided to us by the Customer, such as your name and/or your address,
4. provided by you at the time of activation/ KYC submission or during Customer service calls, and about purchases made with the Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance.

We will use this information to process Card transactions, provide Customer service, enhance usage at Merchants, process claims for lost or stolen Cards and help protect against fraud. We may also

use such Information for marketing purposes and to conduct research and analysis. We may provide certain Information to others outside of IDFC First Bank TMW Gift Card as permitted by any law, such as to government entities or other third parties as required by any law.

We may develop marketing programs and send you offer for products and services. We do not share Cardholder Information including Cardholder addresses and mobile numbers with other companies for them to market their own products and services. We may also be required to disclose information to RBI or such other authority as may be required by RBI or under any other applicable law, relating to you and/or to the transactions entered using the IDFC First Bank TMW Gift Card.

Telephone Monitoring/Recording: From time to time we may monitor and /or record telephone calls between you and Customer Service Executive to assure the quality of our Customer service or as required by applicable law.

18. NO WARRANTIES

IDFC First Bank TMW Gift Card is not responsible or liable to you;

1. for any loss or misuse of the Card,
2. for any interruption of Card service,
3. for the quality, safety, legality, or any other aspect of the products and services purchased from any Merchant with the Card.

If a Merchant fails to honour the Card or discriminate the user using other mode of payment, please write to us at cs@tmwpay.com to report the incident immediately. If you have a complaint with any purchase made with the Card, or a dispute with a Merchant, you must try and directly resolve the same with the Merchant involved to the best of your ability.

19. REGULATORY COMPLIANCE

The TMW Gift Card are classified as Payment Instruments as defined under the Issuance and Operation of Pre-Paid Payment Instruments in India (Reserve Bank) Directions, 2009 which is governed by the Payment and Settlement Act, 2007 ('PSS Act, 2007'). All relevant Regulations will be binding on all the system participants as applicable from time to time.

In compliance with RBI directions issued under PSS Act, 2007, the amount received from the Client for value of cards is deposited in an Escrow Account with IDFC Bank, to ensure honouring of payments against Valid Card transactions to the Merchant.

The user agrees to provide IDFC First Bank TMW Gift Card with necessary information/documents as may be required to comply with Know Your Client / Anti - Money Laundering & Combating Financial Terrorism Guidelines issued by RBI including any amendments thereto.

20. NOTIFICATION OF ERROR

The Cardholder agrees to bring all disputes about a Transaction or entry in the Card Account to the notice of IDFC first bank TMW Gift Card within 15 days from the date of such Transaction or entry, in absence of which all Transaction and Card Account entries shall be constructed as correct and accepted by the Cardholder. The Cardholder can notify TMW in writing (cs@tmwpay.com). IDFC First Bank TMW Gift Card will conduct a thorough investigation and revert with the findings, and our findings shall be final and conclusive.

20. GOVERNING LAW AND JURISDICTION :

These Terms and Conditions and / or the transaction shall be governed by Indian Law and all courts in Mumbai shall have the exclusive jurisdiction as regards any claims or matters arising out of the use of the Card.