

Terms & Conditions:

Please read these Canara ai1Pe terms and conditions ("Terms") carefully before registering, accessing or using the Canara UPI Application ("Canara ai1Pe" or "App") owned by Canara Bank ("Canara Bank", "We", "Us" and "Our"). These Terms govern your ("User", "you", "your" and "yourself") use and access to the App. By registering on the App, accessing and/or using the App indicates that you have read, understood, accepted and agreed to be bound by these Terms & condition as amended by Canara Bank from time to time. However, if you do not agree to or wish to be bound by these Terms, you may stop using the Features and uninstall the App immediately. These terms and conditions and shall be in addition to and not in derogation of the Terms and Conditions relating to any account of the User and / or the respective product or the service provided by Canara Bank unless otherwise specifically stated.

ACCEPTANCE:

These Terms and Conditions are an electronic record in terms of the Information Technology Act, 2000, and the rules framed thereunder, as applicable and amended from time to time, pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

DEFINITIONS:

- "Authorization" means approval of a Transaction by an Issuing Bank.
- "Account" means a bank account in the name of the Payer or Beneficiary maintained with an Issuing Bank or Beneficiary Bank, respectively, and is linked to the UPI ID of the Payer or the Beneficiary, respectively, and is used for a Transaction.
- "Beneficiary" means a person or an entity, including a Merchant holding a valid Account, to whom the Payer initiates payment through the App.
- "Beneficiary Bank" means the bank regulated by the Reserve Bank of India ('RBI'), in which the Beneficiary holds an Account, where payment is to be credited as per the Transaction instruction received from the Payer through the App.
- "Merchant" means a merchant accepting UPI-based payments from its customers towards the sale of goods and services by such merchant.
- "Canara Bank" means a banking company incorporated under Indian laws.
- "Payer" means a person holding a valid and active Account who intends to pay the Beneficiary through the App.
- "Issuing Bank" means the bank regulated by the RBI.
- "Features" means the features extended or enabled by Canara Bank such as UPI Payments (both pay and collect or pull transaction), Bill Pay, nearby,

offers and such other features or services as may be extended or enabled by Canara Bank in the future, on the App.

- “Transaction” means the features extended or enabled by Canara Bank on the App, such as UPI Payments (both pay and collect or pull transaction), Bill Pay, nearby, offers, and such other features or services as may be extended or enabled by Canara Bank in the future.
- “Transaction Amount” means the amount entered by the Payer or the Beneficiary in the App at the time of initiating a Transaction that is to be transferred from the Payer’s Account to the Beneficiary’s Account as a part of such Transaction.
- “UPI PIN” means the authentication credentials set by the User, which the User enters in the App to authenticate and complete the Transaction through the App.
- “UPI Payments” means Unified Payment Interface (UPI)- based payment facilities offered to you/the User by your Issuing Bank or Beneficiary Bank (i.e., pay someone (push) or collect from someone (collect or pull) transaction) that are enabled on the App to enable a User to make UPI-based payments through the App.
- “UPI ID” or “Virtual Payment Address” or “VPA” means a unique payment identifier issued to a User that, among other things, can be used to identify the User’s Account linked by the User to such UPI ID for carrying out Transaction.

USERS ELIGIBILITY:

- The App is available only to an individual or duly constituted legal entity that is competent to contract under the prevailing laws of India and has a valid Account.
- The User agrees that these Terms, along with other guidelines prescribed by the RBI, NPCI, Canara Bank and the other relevant banks (Issuing Bank or Beneficiary Bank), shall apply to each Transaction.

YOUR ACCOUNT:

- To access the features of the App, you must download it and register by creating a User Account. During registration, you will provide details as required by Canara Bank and the Issuing Bank, including a registered mobile number linked to your Account, location access, SMS access, and other necessary information. When setting up a User Account or performing financial transactions, you agree to provide accurate and complete personal and sensitive information, including but not limited to your name, email address, mobile number, device information, location data, passwords, and financial information. Canara Bank’s handling of this information is governed by the App’s Privacy Policy. You agree to maintain up-to-date and accurate information on your User Account. Canara Bank reserves the right to suspend

or terminate your User Account and restrict access to the App if the information provided is untrue, inaccurate, or outdated without prior notice.

- Upon creating a User Account, you will be issued a UPI ID linked to the Account of your choice for Transactions through the App. You must set a UPI PIN approved by the Issuing Bank, which will be used to authenticate your identity when approving Transactions. If one Account is linked to the UPI ID, that will be your default Account for Transactions. If multiple accounts are linked, the default account you select will be used for all transactions in the App.
- You are responsible for maintaining the confidentiality of your User Account password and UPI PIN and all activities conducted using them and your mobile device. You agree to notify Issuer Bank immediately of any unauthorized use of your password, UPI PIN, or other security breaches related to the App or User Account. If you suspect that someone else knows your password or UPI PIN, you should inform Issuer Bank and take steps to change them immediately. Canara Bank will process Transactions based on your instructions through the App, including Transaction details, validation, and authorization via your UPI PIN. Canara Bank is not responsible for any loss or damage arising from your failure to secure your password, UPI PIN, or mobile device. You will be solely responsible for inadvertent divulgence of your UPI Id UPI Pin to any third party and resulting in any misuse.
- You are responsible to provide correct information to the Bank through use of facility. In case of any discrepancy in the information provided by you, you understand that the Bank will not be in any way responsible for action taken based upon on information provided by you.
- Canara Bank reserves the right, at its sole discretion, to deny the creation of, suspend, or terminate any User Account or UPI ID issued for the App. Canara Bank may also require you to change your password or UPI PIN at any time without notice or liability to any party.

TERMS AND SCOPE OF FEATURES THROUGH THE APP:

- Understanding the Platform: You acknowledge that the App serves as a platform facilitating Transactions (such as payments and collections) through Features like UPI Payments, Bill Pay, Nearby, and others, which are provided/offered by third parties.
- UPI Payments: The UPI Payments Feature on the App allows you to request or collect funds and respond to fund collection requests for any of your linked accounts via your VPA. When receiving a collect request in the App, you must review the request details before authorizing the Transaction by entering your UPI PIN. Availability of UPI Payments depends on the UPI services and systems of the Issuing Bank or Beneficiary Bank, which may experience downtime.
- BILL PAY: The Bill Pay Feature facilitates bill and utility payments through BHARAT BILLPAY, managed by NPCI Bharat BillPay Private Limited (NBBL). This Feature enables you to view eligible bills or prepaid plans and make payments to billers using the App. Please note that Bill Pay only facilitates

bill presentation and payment, connecting you to the Bharat Bill Payment System (BBPS) of NBBL. This service is provided by the biller's operating unit (BBPOU), which registers and onboards billers for participation in BBPS. Bill payments made through the App are also governed by the terms and conditions set forth by NBBL and the relevant BBPOUs.

- **Nearby:** This Feature helps you find Merchants near your location who accept UPI Payments.
- **Offers:** Canara Bank may provide offers and cashback schemes through the App, either directly or through third-party Merchants.
- **Transaction Limits and Restrictions:** Transactions may be subject to maximum amount limits, daily limits, or other periodic restrictions set by the App, Issuing Bank, RBI, or other regulatory authorities, as applicable. You agree to comply with these limits at all times.
- **Security Measures:** Canara Bank may implement various security measures, including multi-layered authentication processes, to ensure the safety of each Transaction. You agree to comply with all prescribed security measures.

TERMS AND CONDITIONS - UPI CIRCLE:

- These terms and conditions ("UPI Circle Terms") govern the use of the UPI Circle feature on the Canara ai1Pe. Please read these UPI Circle Terms carefully before accessing or using the UPI Circle feature.
- The UPI Circle Terms are in addition to, and do not supersede, the terms and conditions governing the use of the Canara ai1Pe ("App Terms"). By enabling or using the UPI Circle feature, you acknowledge that you have read, understood, and agree to be bound by these UPI Circle Terms.

DEFINITIONS:

- In these UPI Circle Terms, the following words shall have the meanings set out below unless the context indicates otherwise. All other capitalized terms used but not defined herein shall have the meanings ascribed to them in the Canara ai1Pe Terms.
- **"UPI Circle":** A feature that allows a Primary User to authorize a Secondary User to link their UPI ID with the Primary User's UPI ID for making UPI payments/transactions on a Full Delegation or Partial Delegation basis. In Full Delegation, the Primary User can assign a maximum transaction limit to the Secondary User for making such payments.
- **"Full Delegation":** A mode where the Primary User authorizes the Secondary User to initiate and complete UPI Circle transactions within the defined maximum spending limits.
- **"Partial Delegation":** A mode where the Primary User authorizes the Secondary User to initiate and complete a UPI Circle transaction, subject to authorization by the Primary User via their UPI PIN.

- “Primary User”: An individual using the Canara ai1Pe to avail of UPI-based services and delegate payments to a secondary user using the UPI Circle feature.
- “Secondary User”: A user authorized by the Primary User to make UPI Circle transactions from the Primary User's linked bank account.

TERMS:

You understand, agree, confirm, and undertake the following:

1. For Primary User:

- You are solely responsible for verifying and validating the UPI ID and mobile number of the Secondary User before linking their UPI ID with yours and authorizing them to make UPI transactions via UPI Circle. This ensures that the correct person is authorized as the Secondary User.
- You can modify or revoke the authorization granted to the Secondary User for UPI Circle at any time.
- You will have access to and visibility of all transactions the Secondary User makes under UPI Circle.
- You represent that you are aware of the identity of the Secondary User and will comply with applicable Indian laws while using UPI Circle.
- You will be solely responsible for all transactions and actions performed by the Secondary User under UPI Circle. You shall not hold Canara Bank responsible for unauthorized transactions made by the Secondary User. Canara Bank will not be liable for any losses, damages, or liabilities arising from acts or omissions by you or the Secondary User in complying with the terms and conditions of UPI Circle.
- If no transactions are made using UPI Circle for a period specified from time to time, the Secondary User's authorization to conduct UPI Circle transactions may be suspended or terminated.

2. For Secondary User:

- By accepting the request to link your UPI ID to the Primary User's UPI ID under UPI Circle, you agree to share your name, phone number, UPI ID, and transaction details with the Primary User and other third parties involved in processing UPI Circle transactions.
- You may de-link your UPI ID from the Primary User at any time.

3. The UPI Circle Terms shall be read in conjunction with the Canara ai1Pe Terms. In case of any conflict between these UPI Circle Terms and the Canara ai1Pe Terms, the UPI Circle Terms shall prevail.

HARDWARE AND COMMUNICATION SYSTEM:

- You understand that you are solely responsible for arranging, obtaining, and maintaining all necessary equipment, electronic devices, internet services, etc., required to access the App and use its Features.
- You may need to install updates to the App that Canara Bank may introduce occasionally to access, use, or continue using the Features. The App may periodically communicate with the app store servers to check for available updates, such as bug fixes, patches, new functions, enhanced features, and new versions (collectively, "Updates"). By using the App, you agree to receive these Updates automatically. If you do not agree to automatically receive Updates, please refrain from using the App. Notwithstanding the above, Canara Bank may update the App to a new version, regardless of your selected update settings, if Canara Bank determines that the update addresses a critical security vulnerability related to the App or is required by applicable law.

USER COVENANTS AND OBLIGATIONS:

- You are hereby required to acquaint yourself with the process for using the facility and that you shall be responsible for any error made while using the facility.
- You hereby authorize Canara Bank to act as a payment system provider and instruct your Issuing Bank to debit your Account(s) based on Transaction requests received by Canara Bank from you via the App or any e-mandates you set up. Although multiple bank accounts can be linked to the UPI services, debit/credit transactions will be conducted from your selected default account. You may change the default Account prior to initiating any Transaction.
- You agree and undertake to indemnify Canara Bank against any consequences or risks arising from Transactions conducted through the App. You shall be solely responsible for any liabilities incurred by Canara Bank in executing any instruction or Transaction initiated via the App.
- Once a fund collection or transfer request/Transaction is submitted through the App, the default Account will automatically be credited or debited, as applicable, with the specified amount(s). You are responsible for ensuring that the correct details of the Beneficiary (e.g., UPI ID or mobile number) are provided when initiating or authorizing any.
- Transaction using the App. As the Payer, you will bear full responsibility if incorrect details are provided, which may result in the funds being transferred to the wrong Beneficiary. Once the funds are credited to the Beneficiary's Account or debited from the Payer's Account, they cannot be reversed by Canara Bank or the User.

- Bank does not ask any personal information like debit card no. Login PIN, nor TPIN from its customers. Customers are to be aware of this and should not part with sensitive information to anybody over phone or mail or through any other channel.
 - The customer shall be liable and responsible for legal compliance and adherence of all commercial terms and conditions in respect of the mobile connection/SIM card/Mobile phone through which facility is availed and the Bank does not accept/acknowledge any responsibility in this regard.
 - The customer who are resident of India collecting and effecting/remitting payments directly / indirectly outside India in any forms towards overseas foreign exchange trading through electronic/internet trading portals would make himself/herself/themselves liable to be proceeded against with for contravention of Foreign Exchange Management act (FEMA), 1999 besides being liable for violation of regulations relating to Know Your customers (KYC) norms/Anti-Money Laundering (AML) standards.
- You agree and acknowledge that:
 - In the event of a dispute, Canara Bank's records will be considered conclusive evidence of the Transactions and other activities carried out through the App.
 - Canara Bank is not responsible for any communication or data you provide through the App.
 - Canara Bank as a payment system provider will not be a party to any refund, chargeback, or other disputes between the Payer, Beneficiary, and/or their respective banks. Canara Bank will not share any data with any party in relation to disputes or claims arising from Transactions conducted through the App.
 - Transactions are authorized by the User and validated by the Issuing Bank and may be subject to chargeback (applicable for person-to-merchant Transactions only) or other complaints raised through the App.
 - Canara Bank reserves the right to decide what services may be offered. Additions/Deletions to the services offered under the facility are at its sole discretion.
 - Bank will try, to the best of its ability and effort, to provide accurate information and you shall not hold the Bank responsible for any errors or omissions that may occur due to reasons beyond the control of the Bank.
 - Bank shall not be responsible for any errors which may occur in spite of the steps taken by the Bank to ensure the accuracy of the information and shall not have any claim against the Bank in an event of any loss/ damage

suffered as a consequence of an inaccurate information provided by the Bank.

- The Services are subject to guidelines prescribed by the RBI from time to time, if applicable.

FEES AND PAYMENT TERMS:

Registration on the App is free. There is no fee for using the App; However, Canara Bank reserves the right to introduce fees at any time. Any changes to the fee or pricing policies will be posted on the App and will become effective immediately after posting, or on a date specified by Canara Bank. Display of such fee/charges on the Canara ai1Pe serve as sufficient notice and same is binding on the customer.

USE OF THE APP:

Subject to your compliance with these Terms, Canara Bank grants you a non-exclusive, revocable, and limited right to access and use the App and its features. You agree to use the App only for: (a) purposes permitted by these Terms, (b) purposes for which the App is intended and (c) in compliance with all applicable laws and regulations. All material added, created, uploaded, submitted, distributed, or entered into the App by you is your sole responsibility. Canara Bank reserves the right to review any information or data you upload and may delete any content that is inconsistent with these Terms.

PROHIBITED USES:

- You agree to use the App only for legitimate transactions and not for any illegal activities, including the sale or purchase of banned products. Canara Bank is not responsible for verifying your compliance with these Terms. Canara Bank reserves the right to suspend or terminate your User Account at its sole discretion if it suspects you are using the App or Services for illegitimate or fraudulent purposes.
- You agree not to use the App:
 - In a manner that violates any local, state, national, or international law, statute, regulation, or treaty.
 - To impersonate any person or entity or misrepresent your affiliation.
 - To upload, post, email, transmit, or otherwise make available any unlawful, harmful, threatening, abusive, defamatory, or offensive content.
 - To reverse engineer, modify, copy, distribute, or otherwise use any information or software obtained from the App for unauthorized purposes.
 - To interfere with or disrupt the App or its connected servers or networks.
- You further agree not to:

- Use any data mining, robots, or similar data-gathering methods in connection with the App.
- Upload, post, email, or transmit any material containing viruses or other harmful computer code designed to interrupt or limit the functionality of any system.
- Attempt to gain unauthorized access to any portion of the App, its features, or any connected networks or systems.

MODIFICATIONS TO PLATFORM:

Canara Bank reserves the right to modify, suspend, or discontinue the App, including its Features, at any time without prior notice. Canara Bank also reserves the right to modify or change these Terms at any time without notice.

LINKS TO THIRD-PARTY WEBSITES:

Links on the App to third-party websites, platforms, content, services, and products (collectively referred to as "Third-Party Sites") are provided solely for your convenience. Including a link to a Third-Party Site does not imply endorsement by, or affiliation with, Canara Bank of that Third-Party Site, its operator, or its contents, services, and offerings. By using these links, you may leave the App. Canara Bank is not obligated to review such Third-Party Sites, does not control them, and is not responsible for their content. Therefore, Canara Bank does not endorse or make any representations about these Third-Party Sites, including any information, software, products, services, content, materials, or the results obtained from using them. If you decide to access any of the Third-Party Sites linked to from the App, you do so entirely at your own risk.

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS:

- Canara Bank owns the App, which is protected under Indian and international laws. Any unauthorized use of the App may violate copyright, trademark, and other applicable laws.
- Unless otherwise stated in these Terms, Canara Bank expressly reserves all intellectual property rights in the services, text, photographs, images, illustrations, designs, logo, icons, programs, video clips, products, processes, technology, content, and other materials that form part of the App. Access to the App does not grant any license to use Canara Bank's or any third party's intellectual property unless expressly stated here. All rights, including copyright, in this App, are owned by or licensed to Canara Bank. Any use of the App, services, or content, including copying or storing it, other than for your personal, non-commercial use without Canara Bank's permission is prohibited. You may not modify, distribute, or re-post anything from the App for any purpose.
- Unless otherwise provided in these Terms, all trademarks, service marks, logos, trade names, and designs used in connection with the App are owned by Canara Bank and may only be reproduced or used according to Canara

Bank's prescribed guidelines. You may not use or display any such trademarks, service marks, logos, trade names, or designs without Canara Bank's prior written consent.

INDEMNIFICATION:

In consideration of the Bank providing these facilities, You agree to indemnify, defend, and hold harmless Canara Bank and its affiliates from any actions, demands, claims, liabilities, damages, losses, costs, charges, expenses, or fees (including reasonable attorneys' fees) that result from or arise out of your (or anyone using your account's) breach of these Terms, misrepresentation of your information, or violation of any applicable laws, regulations, or intellectual property rights. Additionally, you shall indemnify the Bank for unauthorized access by any third party to any information/ instructions/ triggers given by the Customer or breach of confidentiality. Canara Bank reserves the right to assume exclusive defence and control of any matter subject to your indemnification. In such cases, you agree to cooperate with Canara Bank in defending the claim. This clause shall survive the termination or expiration of these Terms.

In no event will Canara Bank will be liable for any indirect, consequential, incidental, special or punitive damages liabilities (including statutory), including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to use the functionalities provided in the app.

ELECTRONIC COMMUNICATIONS:

- By using the App, you consent to receive calls and messages, including auto-dialled or pre-recorded messages, from Canara Bank or its third-party vendors at any time regarding your use of the App, its features, transactions, or complaints, including offers and promotions. You consent that such communications via SMS, email, or voice calls are (a) upon your request and authorization, (b) transactional, and (c) comply with relevant guidelines of the Telecom Regulatory Authority of India (TRAI) or other applicable authorities.
- When you visit the App or send emails or SMS to Canara Bank, you communicate electronically. Canara Bank may respond via email or by posting notices on the App. You agree that all such notices, disclosures, and communications satisfy any legal requirement for written communication.
- The App may be subject to limitations, delays, outages, and other issues inherent in the use of the internet, software, and electronic communications. Canara Bank is not responsible for such delays, failures, or damages resulting from these issues.

TERMINATION:

- These Terms and conditions are effective unless and until terminated by Canara Bank. Canara Bank may terminate, suspend, or modify your registration or access to the App and its Features at any time, without notice and for any reason. You may discontinue your participation at any time by deleting or deactivating your account as prescribed by Canara Bank.
- Your access to the Features will automatically terminate if (i) your linked account is closed or (ii) the bank where your account is held ceases to be a member of NPCI's payment network.
- Upon termination for any reason, all rights granted by Canara Bank concerning the App will cease, and you agree to delete or deactivate your account and uninstall the App from all devices on which it is installed, including all components of the App in your possession or control.

DISCLAIMERS:

- THE APP, FEATURES, AND SERVICES ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND ON AN "AS AVAILABLE" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE APP, THE FEATURES, AND THE SERVICES IS WITH YOU. CANARA BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, CONCERNING THE APP AND SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CANARA BANK MAKES NO WARRANTY THAT THE APP, FEATURES, AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE APP AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR THAT DEFECTS IN THE APP, FEATURES, OR SERVICES WILL BE CORRECTED. CANARA BANK MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, FEATURES, AND/OR SERVICES OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY DATA, INSTRUCTIONS, INFORMATION, OR ADVICE OBTAINED THROUGH THE APP, FEATURES, AND/OR SERVICES. CANARA BANK DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE APP. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE APP OR FROM CANARA BANK, ITS SUBSIDIARIES, OR OTHER SERVICE PROVIDERS (OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) SHALL CREATE ANY WARRANTY. CANARA BANK DISCLAIMS ALL EQUITABLE INDEMNITIES.
- CANARA BANK SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, OR DAMAGE SUFFERED BY THE USER AND/OR ANY THIRD PARTY ARISING OUT OF OR RESULTING FROM THE FAILURE OF ANY TRANSACTION INITIATED/ CARRIED OUT VIA THE APP, INCLUDING, BUT NOT LIMITED TO, TIME-OUT TRANSACTIONS (WHERE NO RESPONSE IS RECEIVED FROM CANARA BANK, THE BENEFICIARY BANK, OR THE REMITTER BANK TO THE TRANSACTION REQUEST). CANARA BANK OR THE BENEFICIARY BANK SHALL ALSO NOT BE LIABLE FOR ANY LOSS, DAMAGE, AND/OR CLAIM ARISING OUT OF OR RESULTING FROM WRONG BENEFICIARY DETAILS, MOBILE NUMBERS, AND/OR ACCOUNT DETAILS BEING PROVIDED BY THE USER.

- CANARA BANK SHALL NOT BE LIABLE FOR THIRD-PARTY WEBSITES, PLATFORMS, PRODUCTS, SERVICES, AND OTHER CONTENT. THE ADVERTISEMENTS OR SERVICES WHICH MAY BE AVAILABLE ON OR THROUGH THE APP WITH RESPECT TO THIRD-PARTY WEBSITES, PRODUCTS, CONTENT, AND SERVICES ARE FOR INFORMATION PURPOSES ONLY. THE USER AGREES THAT ANY THIRD-PARTY SERVICES AVAILABLE BY THE USER THROUGH THE APP SHALL BE AT ITS SOLE RISK AND LIABILITY, AND CANARA BANK SHALL NOT BE RESPONSIBLE FOR THE SAME.
- CANARA BANK SHALL NOT BE LIABLE FOR DELAYS OR INABILITIES IN PERFORMANCE OR NON-PERFORMANCE, IN WHOLE OR IN PART, OF CANARA BANK'S AND/OR ASSOCIATED BANK'S OBLIGATIONS DUE TO ANY CAUSES THAT ARE NOT DUE TO ITS ACTS OR OMISSIONS AND ARE BEYOND ITS REASONABLE CONTROL, SUCH AS ACTS OF GOD, FIRE, STRIKES, EMBARGO, ACTS OF GOVERNMENT, TERRORISM, CLIMATIC CONDITIONS, LABOUR UNREST, INSOLVENCY, BUSINESS EXIGENCIES, GOVERNMENT DECISIONS, CHANGES IN LAWS, OPERATIONAL AND TECHNICAL ISSUES, ROUTE ISSUES, ACTS OF THIRD PARTIES, OR OTHER SIMILAR CAUSES AND PROBLEMS. CANARA BANK SHALL NOT BE RESPONSIBLE IF THERE IS ANY LAPSE OR FAILURE ON THE PART OF THE SERVICE PROVIDERS OR ANY THIRD PARTY AFFECTING THE SAID FACILITY AND THAT THE BANK MAKES NO WARRANTY AS TO THE QUALITY OF THE SERVICE PROVIDED BY ANY SUCH PROVIDER. THE BANK, ITS EMPLOYEES, AGENT OR CONTRACTORS, SHALL NOT BE LIABLE FOR AND IN RESPECT OF ANY LOSS OR DAMAGE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFIT, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS OR GOODWILL, LOSS OF USE OR VALUE OF ANY EQUIPMENT INCLUDING SOFTWARE, WHETHER FORESEEABLE OR NOT, SUFFERED BY THE CUSTOMER OR ANY PERSON HOWSOEVER ARISING FROM OR RELATING TO ANY DELAY, INTERRUPTION, SUSPENSION, RESOLUTION OR ERROR OF THE BANK IN RECEIVING AND PROCESSING THE REQUEST AND IN FORMULATING AND RETURNING RESPONSES OR ANY FAILURE, DELAY, INTERRUPTION, SUSPENSION, RESTRICTION, OR ERROR IN TRANSMISSION OF ANY INFORMATION OR MESSAGE TO AND FROM THE TELECOMMUNICATION EQUIPMENT OF THE CUSTOMER AND THE NETWORK OF ANY SERVICE PROVIDER AND THE BANK'S SYSTEM OR ANY BREAKDOWN, INTERRUPTION, SUSPENSION OR FAILURE OF THE TELECOMMUNICATION EQUIPMENT OF THE CUSTOMER, THE BANK'S SYSTEM OR THE NETWORK OF ANY SERVICE PROVIDER AND/OR ANY THIRD PARTY WHO PROVIDES SUCH SERVICES AS IS NECESSARY TO PROVIDE THE FACILITY.
- CANARA BANK WILL NOT BE RESPONSIBLE IF CANARA ai1Pe IS NOT COMPATIBLE WITH/DOES NOT WORK ON THE MOBILE HANDSET OF THE CUSTOMER.

LIMITATION OF LIABILITY

- IN NO EVENT WILL ANY OF THE CANARA BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES), ARISING OUT OF OR IN CONNECTION WITH THE APP, FEATURES, AND/OR SERVICES (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE APP, UNAUTHORIZED ACCESS TO OR ALTERATION OF THE APP, THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE APP, INCLUDING THIRD-PARTY VENDORS,

FEATURES, AND/OR SERVICES, OR ANY OTHER MATTER RELATING TO THE APP OR SERVICES), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF ANY NPCI PARTY HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

- SUBJECT TO APPLICABLE LAW, THE USE OF THE APP, FEATURES, AND SERVICES IS AT THE SOLE RISK OF THE USER. THE FEATURES AND SERVICES MADE AVAILABLE ON THE APP ARE SUBJECT TO CONDITIONS IMPOSED BY CANARA BANK, INCLUDING BUT NOT LIMITED TO TARIFFS AND GOVERNMENT REGULATIONS.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, LIMITATION, OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. TO THE EXTENT THAT ANY OF THE CANARA BANK MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF SUCH PARTY'S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

GOVERNING LAW AND JURISDICTION:

These Terms and the relationship between you and Canara Bank shall be governed by the laws of India as applied to agreements made, entered into, and performed entirely within India, regardless of your actual place of residence. The appropriate courts and forums in Bengaluru, Karnataka shall have exclusive jurisdiction in any proceedings arising from using the App and these Terms. Canara Bank may, however, at its absolute discretion, commence any legal action or proceedings arising out of these Terms in any other court, tribunal, or appropriate forum, and you hereby consent to that jurisdiction.

GENERAL:

These Terms, along with additional terms to which you agree when using particular elements of the App and its Features, constitute the entire and exclusive agreement between you and Canara Bank with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and Canara Bank regarding such subject matter. Canara Bank shall not be liable to the other party, nor shall it be in default, if, and to the extent that, the performance or delay in performance of any of its obligations under these Terms is prevented, restricted, delayed, or interfered with due to circumstances beyond the reasonable control of Canara Bank or any force majeure event. The failure of Canara Bank to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to the intentions of Canara Bank and you as reflected in the provision

and that the remaining provisions of these Terms will remain in full force and effect. The clause titles in these Terms are for convenience only and do not have any legal or contractual effect. These Terms shall remain in full force and effect notwithstanding any termination of your use of the App and/or its Features. These Terms will be interpreted without applying any strict construction in favour of or against you or Canara Bank. These Terms and any rights and licenses granted hereunder may not be transferred or assigned by you but may be assigned by Canara Bank without restriction.

MODIFICATIONS TO THESE TERMS AND CONDITIONS:

Canara Bank may, at its sole discretion, change these Terms from time to time. Canara Bank may post such modified Terms on the App. If you object to any such changes, your sole recourse shall be to cease using the App and its Features. Your continued use of the App and its Features following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the revised terms and conditions. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the App. In such circumstances, the expressly designated legal notice or term shall be deemed to supersede the relevant provisions of these Terms.