

RBL Bank- Pre-paid Payment Instruments (PPIs) - Terms & Conditions

This Pre-paid Payment Instrument (“PPI”) is issued to you by RBL Bank Limited (formerly The Ratnakar Bank Limited), a company incorporated under the Indian Companies Act, 1913, having its registered office at Shahupuri, Kolhapur- 416 001 and operating in these presents through its corporate office at One Indiabulls Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013 (“RBL Bank/Bank”).

These ‘Terms and Conditions’ (defined below) and any attachments or accompanying supplement(s) shall also include the terms and conditions stated on the Service Provider’s website viz. www.xxxxxxx.com and RBL Bank’s website www.rblbank.com, governing usage of the PPI held by you (“You/User/Customer”). You hereby agree to abide by these Terms and Conditions and You shall be deemed to have unconditionally agreed to and accepted these terms by performing a transaction with the PPI and shall have complied with all the relevant notifications/ guidelines / circulars issued by the Reserve Bank of India (RBI)/ any other competent authority / statutory or regulatory body/ies governing the issue and use of the PPI. The Bank disclaims all liability on account of any breach by You of the relevant notifications/ guidelines / circulars in force at the relevant time and as may be modified from time to time, governing usage of the PPIs. If these Terms and Conditions are not acceptable, You must not use the PPI.

THESE TERMS AND CONDITIONS ARE AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THE SAME DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE. IT IS DISCLOSED IN COMPLIANCE WITH SECTION 21 OF PAYMENT AND SETTLEMENT SYSTEMS ACT, 2007 AND AS REQUIRED TO BE DISCLOSED UNDER POLICY GUIDELINES ON ISSUANCE AND OPERATION OF PRE-PAID PAYMENT INSTRUMENTS IN INDIA.

THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD OR OTHER MEANS) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND THE BANK FOR THE USE OF THE PPI AND YOU UNCONDITIONALLY AGREE TO ABIDE BY THE SAME. IF ANY OF THESE TERMS AND CONDITIONS CONFLICT WITH ANY OTHER DOCUMENT/ELECTRONIC RECORD IN THIS BEHALF, THESE TERMS AND CONDITIONS SHALL PREVAIL, UNTIL FURTHER CHANGES/ MODIFICATIONS ARE NOTIFIED BY THE BANK.

1. DEFINITIONS:

- i. **"Applicable Law(s)"** shall mean all applicable central, state and local laws, statute, regulations, orders or directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the force of law, including but not limited to Payment and Settlement Systems Act, 2007, Payment and Settlement Systems Regulations, 2008, Policy Guidelines on Issuance and operation of Pre-paid Payment Instruments in India, guidelines on issuance of debit cards and co-branded pre-paid cards by the banks and any other guidelines in relation to prepaid payment instruments issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued there under including any successor Applicable Law.
- ii. **"ATM"** shall mean any Automated Teller Machine in India, whether of the Bank or of a specified Network Association, at which, amongst others, the User can use his PPI (in case the same is a card) with permitted access.
- iii. **"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.
- iv. **"Merchant Establishment"** means commercial establishments of any nature, wherever located, which honour the PPI for transactions done with them.

- v. **“PPI Services”** shall mean the services relating to the offering of the PPI to the Users under the relevant guidelines of RBI.
- vi. **“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.
- vii. **“PoS”** shall mean a point of sale electronic terminal at Merchant Establishments in India capable of processing transactions and at which, amongst others, the Customer can use his PPI (where the same is a card) to access his funds using his PPI/ to make purchases.
- viii. **“PPI”** shall mean the semi-closed or open loop prepaid payment instrument/s issued by RBL Bank under the authorisation received from Reserve Bank of India and marketed, distributed and managed by the Service Provider.
- ix. **“RBI”** shall mean Reserve Bank of India.
- x. **“Network Association”** shall mean MasterCard/ Visa / RuPay Card networks, or any other networks like NFS or any other bank’s private network called by any name.
- xi. **“Terms and Conditions”** shall mean these terms and conditions.
- xii. **“Transaction”** shall mean an online or an offline purchase of goods and services from Merchants or payments for purchase of goods and services or for any other specified purpose to a Merchant or to any other customer, or transfer of funds to any bank account, by the use of PPI or through any other modes as determined by the Bank from time to time and shall also include load/reload of the PPI.

2. INTERPRETATION:

- i. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- ii. Words importing any gender include the other gender.
- iii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of these terms.
- v. These Terms and Conditions shall be independent of the terms and conditions of Service Provider’s site(s). In the event of any discrepancy/contradiction between these Terms and Conditions and the Service Provider’s terms and conditions, these Terms and Conditions shall prevail to the extent of such contradiction/discrepancy.
- vi. Use of the PPI/ PPI Services for the purposes of these Terms and Conditions shall mean and include all purchase, access, possess, transact, transfer and share activities of and associated with the PPI.

3. ELIGIBILITY AND REGISTRATION INCLUDING KYC PROCEDURE:

- i. The PPI is being issued by RBL Bank along with [____] (**“Service Provider”**) who shall act as a partner of the Bank and shall be responsible for the issuance and distribution of the PPI.
- ii. The PPI Services are available only to resident Indians who have attained the age of 18 years and are competent to contract. By accepting these Terms and Conditions or by otherwise using the PPI Services or the Service Provider’s site, You represent

that You are an Indian resident and at least 18 years of age and have not been previously suspended/debarred from the use of such similar PPI Services. You represent and warrant that You have the right, authority and capacity to enter into these Terms and Conditions and to abide by all of the terms and conditions contained herein. You shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

- iii. No individual or entity shall misrepresent its identity, age, other demographic, parental, residence, ownership, nature of business information or other such information required to enforce any laws and regulations of India, intentionally or accidentally, and wrongfully use PPIs. You shall be liable for all misrepresentations and/or wrongful usage of service in violation of these Terms and Conditions and/or the Applicable Laws and guidelines issued by the competent authorities of India.
- iv. The Service Provider as well the Bank reserve the right to deny, suspend and terminate PPI Services to You, with or without prior notice in any form, if it suspects, has reason to believe or upon request or instruction from a competent authority has been informed, that You have violated any of the terms, rules, laws, regulations and guidelines.
- v. In order to register, create and use a PPI, RBL Bank/Service Provider may require that You submit certain personal information, including but not limited to your name, address, mobile phone number, e-mail address, date of birth, preferred language of communication, etc. to RBL Bank and the Service Provider. You agree that the personal information you provide to RBL Bank/Service Provider upon registration and at all other times will be true, accurate, correct and complete. You agree to maintain and update this personal information to keep the personal information true, accurate and complete.
- vi. You hereby authorize RBL Bank and the Service Provider, directly or through third parties, to make any inquiries that RBL Bank/Service Provider may consider necessary to validate your identity and/or authenticate your identity. This may include asking You for further information and/or documentation about your account usage or identity, or requiring You to confirm identification by furnishing KYC (know your customer) documentation, ownership of your email address, telephone number or financial instruments, among others. This process is for internal verification purposes. You agree and acknowledge that the Service Provider shall assist the Bank with the KYC process. The collection, verification, audit and maintenance of correct and updated customer information is a continuous process and RBL Bank and the Service Provider reserve the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements.
- vii. Before the issuance of the PPI, the Bank shall undertake a KYC process with the help of the Service Provider for the purpose of issuing the PPI. The Bank and Service Provider shall follow the Know Your Customer (KYC)/Anti-Money Laundering (AML)/Combating Financing of Terrorism (CFT) procedures, as is applicable to banks under the RBI guidelines. The Service Provider shall provide copies of all KYC documents collected from the Customer to the Bank for its review. In view of the KYC/AML /CFT norms, the use of PPIs shall not be permitted for cross border transactions. In case of PPIs having a value below Rs. 10,000/- (Rupees Ten Thousand only), the KYC shall be minimal and the Service Provider shall not consult the Bank for its acceptance in case of such PPIs. In such PPIs, even the total value of reloads shall not exceed Rs. 10,000/- (Rupees Ten Thousand only) during any month and such PPIs can be issued only in the electronic form. However, PPIs for the value of Rs. 10,001/- (Rupees Ten Thousand and One only) to Rs. 50,000/- (Rupees Fifty Thousand only) may be issued by the Bank and the Service Provider by accepting any 'officially valid document' defined under Rule 2(d) of the Prevention of Money Laundering Rules, 2005 and the other Applicable Laws, as amended from time to time. Such PPIs can be issued only in the electronic form and shall be non reloadable in nature. For PPIs having a value upto Rs. 1,00,000/- (Rupees One Lakh only), full KYC shall be done by the Service Provider on behalf of the Bank and such

PPIs shall be reloadable in nature. However, the balance in the PPI shall not exceed Rs. 1,00,000/- (Rupees One Lakh only) any point of time. The Service Provider on behalf of the Bank shall maintain a log of all the Transactions undertaken using these PPIs.

- viii. RBL Bank reserves the right to discontinue the PPI/ PPI Services/ reject applications for PPI Services at any time if there are discrepancies in information and/or documentation provided by You or if the information/documentation provided by You is found to be incorrect or wrong. In addition, in such an event, RBL Bank reserves the right to forfeit the balance therein.

4. PURCHASE AND LOADING OF PPIs:

- i. Eligible User may purchase PPIs in electronic, physical or digital forms after presenting an officially valid document and after completion of satisfactory KYC process.
- ii. RBL Bank/ the Service Provider may ask for additional documents or information during purchase of a PPI. Any information provided during purchase of a PPI must be true and the User shall be liable for all accidental or intentional false representations.
- iii. Once You have purchased any PPI, the same may be cancelled and the money loaded on the PPI may be refunded, as provided in these Terms and Conditions and as may be determined by the Bank in its sole discretion.
- iv. All purchases are valid for a limited period as may be prescribed by the Bank.
- v. You can use multiple funding sources for depositing/loading money in the PPI. These sources could include but not be limited to cash, credit cards, debit cards, net banking and transfer from another account.
- vi. Such funds shall be loaded on the PPI after deduction of the applicable charges/ fees etc. payable by You to RBL Bank for availing the said PPI.
- vii. In order to manage risk, RBL Bank may limit the funding sources available for your use to fund any particular Transaction. For example, RBL Bank may limit your funding sources for a particular Transaction to debit cards or your net banking account.
- viii. The Service Provider and RBL Bank will monitor each deposit made into your PPI to monitor high-risk & fraudulent transactions. If your deposit is classified as a high-risk transaction or is suspected of fraud, RBL Bank will place a hold on the deposit and may ask You for more information on your personal data and your funding source.
- ix. When You make a deposit into the PPI, You are liable to RBL Bank for the full amount of the deposit plus any fees, if the deposit is later invalidated for any reason. This means that, in addition to any other liability, You will be responsible for the amount of the deposit, plus applicable fees if You lose a claim or a chargeback, or if there is a reversal of the deposit. You agree to allow RBL Bank / the Service Provider to recover any amounts due to RBL Bank by debiting your PPI balance. If there are insufficient funds in your account to cover your liability, you agree to reimburse the RBL Bank/Service Provider through other means. If RBL Bank is unable to recover the funds from your primary funding source, RBL Bank may itself or through the Service Provider attempt to contact you and/or recover the funds from your alternate funding sources, or may take other legal actions to collect the amount due, to the extent allowed by Applicable Law. In addition, RBL Bank /the Service Provider may suspend or terminate your PPI.
- x. Reloadable PPIs may be reloaded using debit cards, credit cards, bank transfer, cash/cheque deposit at bank or cash payment at any of the recognised agent outlets subject to the limits of that particular PPI.

- xi. The PPI may be reloaded as many number of times within the limits prescribed by Reserve Bank of India (“RBI”) and RBL Bank in its discretion, can assign a lower limit and/or frequency of reload as deemed appropriate. However, the Customer shall ensure that the total value of reloads during any given month does not exceed Rs.[___]/-.
- xii. You are aware that after reload of a PPI by any type of payment instrument, it would take time to reflect the usable balance thereon and the time taken shall vary depending upon the nature of the payment instrument used for the reload.
- xiii. If a User exercises the option of saving payment instruments or accounts like debit cards, credit cards, etc., in the PPI, such User authorises the RBL Bank/the Service Provider to debit those accounts to reload the PPI upon instructions. User may revoke this authorisation for an instrument by deleting reference to that instrument in his PPI. The User agrees and acknowledges that RBL Bank shall have no responsibility or liability in respect of such saved details and such details shall be stored, at the sole cost and responsibility of the User.

5. APPLICABLE LIMITS:

The PPI shall be subject to certain limits as regards balance to be maintained in the PPI, cash withdrawals to be made therefrom, maximum reloads of the PPI, maximum amount of transfers to be made therefrom, etc., which applicable limits shall be specified on the Service Provider’s website and shall be intimated to the User by the Service Provider. The User shall be liable to ensure compliance with all Applicable Limits as may be specified by the Service Provider in terms of the Applicable Laws.

6. PPI SERVICES:

- i. The PPI is valid for use only in India in Indian Rupees.
- ii. The amount that can be deposited in the PPI is governed by policies laid down by RBI. These involve monthly limits, transaction limits as well as balance limits on the PPI.
- iii. These limitations stated herein above may be reviewed and modified at the discretion of RBL Bank without prior intimation to the Customer.
- iv. The Customer shall be able to use the PPI only to the extent of the amount loaded onto the PPI.
- v. The PPI shall be activated subject to the desired amount being loaded on the PPI.
- vi. The facility of online purchase of goods and services from Merchant/s using the PPI, withdrawal of cash, balance transfer from one account to another, domestic remittance facility to transfer funds to source or bank account transactions shall be available on the PPI. Such functionalities can be added or modified at the sole discretion of the RBL Bank.
- vii. RBL Bank may further as per its discretion, introduce appropriate controls over the usage of the PPI.
- viii. The PPI may be used for purchase of goods and services in India only. Users may use PPIs for payments only after being satisfied with the purchased goods and services. RBL Bank shall not be liable for any unfulfilled purchases or any misrepresentations of the Merchant/s. User is deemed to have verified the quality, quantity or any other parameters of the purchased goods and services before making payment using the PPIs.
- ix. Usage of the PPIs for payment towards any future deliverables is at the sole discretion and risk of the User. RBL Bank shall be deemed to be acting on the instruction of the User and shall not be liable for any such future deliverables

promised by the Merchant/s. RBL Bank is neither the intermediary nor the facilitator of such Transactions and shall not be responsible for resolution of disputes in case of such Transactions.

- x. User shall be solely responsible for all payment instructions issued by the User while using any of the PPIs, using any available channel.

7. USAGE GUIDELINES:

- i. The issue and use of the PPI shall be subject to the rules and regulations issued by RBL Bank/ the Service Provider from time to time.
- ii. The Bank / Service Provider has the absolute discretion to withdraw the PPI and/or the PPI Services thereby provided or amend or supplement any of the above Terms and Conditions at any time without prior notice to the Customer.
- iii. You shall use the PPI only in India to purchase goods and services.
- iv. The PPI can be used for withdrawal (if applicable) of cash at any VISA / MASTER / Rupay ATM. The PPI cannot be used for any foreign currency transactions.
- v. The PPI may be used through the third party Merchant partners authorised by the Service Provider and RBL Bank.
- vi. Information concerning the PPI, including the available balance and/or PPI history can be viewed online at [_____] after due log-in with the User Id and Password.
- vii. You shall at all times ensure that the PPI credentials are kept safe and shall under no circumstances whatsoever allow the PPI to be used by any other individual. You shall be responsible for all facilities granted by RBL Bank and for all related charges and shall act in good faith in relation to all dealings with the PPI and RBL Bank and the Service Provider.
- viii. You are responsible for the security of the PPI and shall take all steps towards ensuring the safekeeping thereof. You shall not disclose your password to anyone verbally or in writing nor record it elsewhere.
- ix. You will be liable for all charges incurred on the PPI until the PPI is reported for closure. RBL Bank and the Service Provider shall not be liable for any hacking or unauthorized use of the PPI and it shall be your sole responsibility to ensure privacy and confidentiality of PPI details. The Customer shall, within 48 hours, intimate to the Service Provider and/or RBL Bank of the occurrence of any fraud.
- x. In case of any dispute relating to the time of reporting and/ or transaction/s made on the PPI or any other matter in relation to the said PPI, RBL Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction.
- xi. You shall inform the Service Provider and RBL Bank in writing within 10 days, if any irregularities or discrepancies exist in the Transactions/ particulars of the PPI or any records that are made available to You. If the Service Provider or RBL Bank does not receive any information to the contrary within 10 days, it shall assume that the Transactions are correct. All records maintained by RBL Bank or the Service Provider, in electronic or documentary form of the instructions from You and such other details (including but not limited to payments made or received) pursuant to the Terms and Conditions herein, shall as against You, be deemed to be conclusive evidence of such instructions and such other details.
- xii. You may use the PPI Services for Transactions with the approved Merchants only. You are also aware that the RBL Bank/ the Service Provider shall not be held liable in any manner whatsoever for the goods provided and the services rendered by the Merchants etc.

- xiii. You must ensure the availability of sufficient funds before executing any Transaction from the PPI.
- xiv. You shall intimate RBL Bank /the Service Provider about change in any information, including but not limited to change in mobile number, email id, etc. within 2 (two) days along with such proof of change.
- xv. You agree to adhere to all Applicable Laws and all such regulations, guidelines and rules prescribed from time to time by RBL Bank, the Service Provider, RBI and any other regulatory body.
- xvi. You shall be bound to comply with the terms and conditions and all the policies stipulated by RBL Bank/ the Service Provider from time to time in relation to the PPI. RBL Bank/the Service Provider may, at its sole discretion, refuse to accept the application or to issue PPI to You.
- xvii. You shall not use the PPI Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial dicta, the Service Provider policies, RBL Bank policies or public policy or for any purpose that might negatively prejudice the goodwill of the RBL Bank and the Service Provider.
- xviii. You shall accept full responsibility for wrongful use of the PPI which is in contravention of these Terms and Conditions. You shall indemnify RBL Bank and/or the Service Provider to make good any loss, damage, interest or any other financial charges that RBL Bank and/or the Service Provider may incur and or suffer whether directly or indirectly as a result of Your committing violations of these Terms and Conditions.
- xix. RBL Bank reserves the absolute discretion and liberty to decline or honor the authorization request on the PPI without assigning any reason thereto.
- xx. You acknowledge and understand that the PPI Services are linked to internet connection (in case of internet/mobile accounts and wallets) and RBL Bank shall not be responsible for any loss or interruption of the PPI Services.
- xxi. You acknowledge and understand that the information submitted by You for availing the PPI Services or information submitted while using the PPI Services may be shared with third parties *inter alia*, to facilitate the provision of the PPI Services.
- xxii. RBL Bank through the Service Provider may request You to submit additional KYC information/documents as part of ongoing monitoring and due diligence.
- xxiii. RBL Bank and the Service Provider may at their sole discretion, utilize the services of external service providers or agents and on such terms as required or necessary, in relation to its products/services.
- xxiv. The PPI and PPI Services are not transferable or assignable by the Customer under any circumstances.
- xxv. In case the PPI is a card- whether a smart card/magnetic stripe card and whether or not a physical card or otherwise, the following terms shall apply in relation to the PPI, as may be applicable:
 - a. The User shall make payment of cash and purchase the Card (in case of physical cards).
 - b. The maximum limits of retention, withdrawal, etc. from the Card have been mentioned in these Terms and Conditions.
 - c. User shall comply with the provisions of the Applicable Laws, including but not limited to the Master Circular on Credit Card, Debit Card and Rupee Denominated Co-branded Prepaid Card Operation of Banks and Credit Card Issuing NBFCs.
 - d. To protect any un-authorised use of the card, it is advised that you shall keep the card under your personal custody at all the times, and shall under no

circumstances whatsoever allow the card to be used by any other individual. The cardholder should sign on the reverse of the card in the signature panel immediately upon receipt of the card from the Bank.

- e. Cards are treated like cash, and the Bank shall not be liable for the misuse, loss or theft of cards. The Bank will not reissue new card for any reason, including the loss, theft or expiration of such card.
- f. The card is the property of the Bank and must be returned to an authorized person of the Bank / Service Provider on request or surrendered to the Bank / Service Provider in the event of the User no longer requiring the services.
- g. The new card issuance will be at discretion of the Bank / Service Provider. The User will be liable for payment of all charges incurred on the card until the card is not listed /cancelled. If the card or its PIN is lost, stolen or misused You shall immediately contact the Customer Service Centre on the telephone numbers listed on the backside of the card. The Bank / Service Provider upon adequate verification of information, will temporarily suspend the card. The User is solely liable for any Transaction or loss incurred due to the loss of the card, up to the time of the card being temporarily suspended by the Bank / Service Provider. The card shall be blocked within 24 hours of reporting and risk of protecting your money starts from the time You report the loss of the card. The Service Provider / Bank shall not be liable for any loss by the misuse of the card. The charges for usage of such services shall be borne by the User.
- h. The User may utilize the card balance by due and proper use of the card, in accordance with these Terms and Conditions. No interest is payable to the User. The User is advised to transact only upto the requisite amount loaded on the card for purchase /availing services including applicable charges, otherwise the Transaction may not be honoured.

8. UNAUTHORISED OR ILLEGAL USE AND RELATED AUTHORIZATIONS:

- i. You declare that You shall use the PPI/PPI Services only for lawful purposes in a lawful manner as may be permitted by RBL Bank and the Service Provider and for no other purposes whatsoever. You agree that You will not use the PPI/PPI Services for payment of any illegal/unlawful purchases/purposes.
- ii. You shall be responsible for using the PPI Services, in compliance with Applicable Law including without limitation all rules, financial service regulations issued by the RBI, the issuing bank and the competent authorities.
- iii. You agree and acknowledge that the Bank/Service Provider may, at any time decide not to process any Transactions, and block the PPI if the Bank/Service Provider believes that the same is in violation of Applicable Law or which may expose You, the Bank/Service Provider, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of privacy of personal information.
- iv. You agree and undertake that You shall under no circumstance, share your access credentials or permit others to use your identity in the use of PPI Services or attempt to use the PPI from any other device. If a Customer is found to be violating these Terms and Conditions, the Bank reserves its rights to prevent the relevant Customer from using the PPI/ PPI Services any further. The Customer also agrees that the Customer shall be solely responsible for any consequences resulting from any unauthorized use of the PPI Services/PPI.
- v. You may not use contact information provided by the Bank or other users or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as spam. You may not allow others to use your PPI to violate the terms of this section. We may terminate your PPI/PPI Services immediately and take other legal action if You or anyone using your credentials violates these provisions. For provision of certain services, the PPI may

have additional terms (such as policies, guidelines and rules) that will further govern your use of that particular service and supplement these Terms and Conditions. If You choose to register for or access any such services, You will be presented with any relevant additional terms and conditions at that time. By using those services, You agree to comply with such additional guidelines and rules.

9. WITHDRAWAL & TRANSFERS:

- i. No cash withdrawal is permitted on PPIs purchased without providing full KYC information to the satisfaction of the RBL Bank. Where permitted, RBL Bank reserves the right to enable or disable various withdrawal modes like ATMs, cash withdrawal at PoS at its own discretion. RBL Bank reserves the rights to set various limits like per transaction, daily, weekly and monthly transaction value, volume and frequency.
- ii. RBL Bank, at its discretion, may offer card to card, wallet to wallet, person to person, person to merchant, person to bank transfers and any other transfers as and when permitted by RBI/ any other regulatory authorities, from the PPIs. Such transfers are governed by Domestic Money Transfer (DMT) guidelines issued by Reserve Bank of India. The Bank reserves rights to set different limits for such transactions from time to time, such that those limits are at least as restrictive as the limits specified under DMT guidelines.
- iii. The Bank may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, the Bank can neither guarantee any time taken to credit the destination bank account nor can it assure success of the transfer. The Bank shall debit the transferring user's account immediately upon initiation of transfer and shall credit these funds back if the Bank is certain that the funds haven't been received by the destination account and shall never be received. The User transferring the funds is solely liable for providing accurate information of the recipient of the funds. The Bank shall not be responsible for any errors in the account identifiers or other codes specified to identify the transferee's account. User shall acknowledge that the Bank has no information to verify the intended recipient of the transfer and shall be indemnified by the transferor of any legal or financial liability arising out of such transfer, whatsoever.
- iv. RBL Bank reserves the right to delay withdrawals while screening for risk, or request You to provide additional information to verify your identity and may limit the amount You can withdraw until the information is verified.
- v. Any withdrawal found to be suspicious will be held back and reversed into the PPI. The PPI will also be suspended for operations and no Transactions will be possible pending an investigation. A notification will be given to You at the discretion of the Bank, if You are the subject of an investigation. If You are able to provide a justification for the withdrawal to the satisfaction of RBL Bank, your PPI will be removed from suspension and you would be free to transact using your PPI.
- vi. In the case of no information being provided by You for a suspended PPI - the PPI will continue to be suspended till its validity and the amount will be forfeited as required by the Bank.

10. CANCELLATION, SUSPENSION, REFUNDS & CHARGEBACKS:

- i. User shall be liable to the Bank for the full amount of the purchase or reload value of a PPI plus any fees, if the purchase or reload is later invalidated for any reason, including but not limited to chargeback, reversal of Transaction, dispute by the owner of funding source of a Transaction. User agrees to allow the Bank to recover any amounts due to it by debiting the PPIs of the User. If there are insufficient

- funds in User's PPIs to cover the User's liability, then the User agrees to reimburse the Bank through other means.
- ii. The Customer may be entitled for refund in case of reversal of Transaction and no cash shall be refunded to the Customer. The Service Provider / Bank shall recover applicable charges imposed by the respective Merchant while refunding the money.
 - iii. User agrees not to dispute the decision made by the Bank and accept the Bank's decision regarding cancellations.
 - iv. RBL Bank reserves the right to suspend/discontinue the PPI Services/ PPI at any time, for any cause, including, but not limited, to the following:
 - a. for any suspected discrepancy in the particulars, online application, documentation provided by the Customer;
 - b. suspected or potential fraud;
 - c. sabotage, wilful destruction, threat to national security or for any other force majeure reasons etc;
 - d. if the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
 - e. if the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
 - f. for any suspected violation of the rules, regulations, orders, directions, notifications issued by RBI from time to time or for any violation of the Terms and Conditions mentioned herein;
 - g. if RBL Bank believes, in its reasonable opinion, that cessation/ suspension is necessary.
 - v. The Bank may also restrict, terminate or suspend the use of the PPI/PPI Services at any time without prior notice if the Bank reasonably believes it necessary for business or security reasons.
 - vi. The Bank, at their discretion, reserves the right to either temporarily or permanently withdraw the privileges on the PPI and/or cancel the PPI at any time without giving any notice or assigning any reason thereof. In case of temporary withdrawal, the privileges may be reinstated by RBL Bank as deemed fit.

11. TERMINATION OF THE PPI/PPI SERVICES AND VALIDITY OF THE PPI:

- i. The PPI issued to You is valid for a period of [____]. **[TO BE FILLED BY THE PARTNER]** The PPI will expire on the last working day of the month and the year indicated on the PPI or as may be intimated to you by the Bank. The User shall be intimated 30 days prior to the expiry date to utilise the balance amount in the PPI by an SMS and/ or E-mail. The balance amount in the PPI after the expiration date shall be forfeited by the Bank/the Service Provider and the User cannot claim the amount under any circumstances, whatsoever. However, to the extent permitted under Applicable Laws, the Bank may at its sole discretion, close or wind up any PPI Services or amend any of its features with notice to its User, even prior to the expiry of the PPI.
- ii. If the User wishes to close the PPI at any time, then the User shall request the Bank for such closure and the Bank may close the PPI in such manner and upon such terms as the Bank may decide in its sole discretion. Termination will be effective, subject to payment of all amounts outstanding on the PPI. No fees charged, if any, to User shall be refunded in the event of termination, suspension or discontinuance of the PPI/PPI Services. No annual, joining or renewal fees shall be refunded on a pro-rata basis.
- iii. RBL Bank shall, upon adequate verification, block/suspend/close the PPI and terminate all facilities in relation thereto during working hours on a working day

following the receipt of such intimation and shall not be liable for any inconvenience caused to the Customer in this regard.

- iv. The Bank shall be entitled to terminate the PPI/PPI Services with immediate effect even prior to its expiry by efflux of time, upon the occurrence of any of the following events: (i) the User intimating the loss of the PPI; (ii) any breach of these Terms and Conditions; (iii) upon a specific request from the User to cancel or suspend the PPI; (iv) the Bank/Service Provider is unable or otherwise prevented from processing payments in relation to the PPI for reasons beyond its reasonable control, including but not limited to restrictions imposed by law or regulation; (v) demise of the User; (vi) reported lunacy/insanity/unsound mind of the User; (vii) if the Bank deems that the PPI Services are being misused / improperly used in any manner ; and (viii) if any adverse report is received from any of the Bank's branches in the network or from any regulatory or monitoring authority.
- v. In addition, RBL Bank or the Service Provider may, at any time, with or without notice, at its absolute discretion, terminate the PPI Services. RBL Bank or the Service Provider may also restrict or suspend the use of PPI Services at any time without prior notice, if the Bank reasonably believes it necessary for business or security reasons.
- vi. As regards validity of the PPI, if there is not even one Customer induced Transaction for [____] months using the PPI, then the PPI will be termed as "Inactive" and for [____] months as "Dormant" and for [____] months as "Unclaimed". For Dormant and Unclaimed status PPIs, the Customer will have to complete KYC verification again as per the Bank's policy for activation of the PPI. The Bank may specify such terms and conditions as it may deem fit in its sole discretion for activation of such Inactive, Dormant and/or Unclaimed PPIs.

12. FEES AND CHARGES:

- i. All fees and charges related to PPIs including all fees and charges due to the Service Provider /Bank (including applicable charges set out in the fee table provided by the Bank to the User, or due to third parties), as determined by the Bank will be recovered by a debit to the PPI or through other means as available and applicable. The fee is not refundable. Any government charges, duty or debits, or tax payable as a result of the use of the PPI/PPI Services shall be the User's responsibility and if imposed upon the Bank or the Service Provider (either directly or indirectly), RBL Bank shall debit such charges, duty or tax against the PPI.
- ii. The Bank reserves the right at any time to charge the User, any fees/ charges for the Transactions carried out by using his PPI.
- iii. The Customer hereby agrees that the use of certain services on the PPI may involve charges and fees which are specific to the relevant service and shall be payable by the Customer as a condition for availing of the relevant service.
- iv. RBL Bank reserves the right to change/modify/amend these Terms and Conditions and reserves the right to modify the fees and/or charges applicable to the PPI at any time. Details of the currently applicable fees and charges as stipulated by the Bank, will be displayed on the Service Provider's website [____]. The revised terms and charges, etc. shall be updated on the Service Provider's website. The changes will become effective, and shall be deemed accepted by You, after the initial posting and shall apply on a going-forward basis with respect to Transactions initiated after the posting date. You should make sure You view these Terms and Conditions periodically to make sure You are familiar with their most recent version. In the event that You do not agree with any such modification, Your sole and exclusive remedy is to terminate Your use of the PPI Services.
- v. Service Tax, if any, as may be applicable from time to time on all fees, surcharge and other charges will be levied to the User.

- vi. RBL Bank may choose to waive / alter certain fees by communicating the same to the Customer on a case to case basis.

13. USER'S OBLIGATIONS AND COVENANTS:

- i. You shall be solely liable for entering into any Transaction and the risk arising thereof.
- ii. You accept that at Your request and risk, the Bank has agreed to provide You the PPI/PPI Services and You accept full responsibility for all Transactions recorded by use of Your PPI.
- iii. All authorizations and power conferred by You on the Bank /the Service Provider are irrevocable.
- iv. Any instruction given by means of the PPI shall be irrevocable.
- v. You shall, in all circumstances, accept full responsibility for the use of the PPI, whether or not processed with your knowledge or Your authority, expressed or implied.
- vi. You irrevocably authorize the Bank to debit the amounts utilized by using the PPI for Transactions from your PPI.
- vii. The Bank will employ its best efforts in carrying out the Transactions but will not incur any liability either to the Customer or any other person for any reason whatsoever including for its delay or inability to carry out a Transaction or an instruction.
- viii. Amounts due and payable by the Customer, if not paid separately shall be recovered by the Bank from the funds available in the PPI to the extent permitted under Applicable Laws.
- ix. The Bank shall have discretion not to allow You to carry out a Transaction where it has reason to believe that the use of PPI is not authorized or the Transaction appears ambiguous or unclear or such as to raise a doubt.
- x. The User shall not use any PPI/PPI Services to commit, aid, support or conceal any fraudulent, criminal, illegal, prohibited or objectionable activity whatsoever.
- xi. The User shall bring to the notice of the Bank, any violations of these Terms and Conditions or any suspicious activity as and when the User becomes aware of it.
- xii. The User shall acknowledge the risks associated with electronic financial transactions and shall use all such services offered by the Bank at the User's own risk.
- xiii. The User shall accept the Bank's record of the Transactions as conclusive and binding for all purposes. The liability of the Bank/ Service Provider is restricted to the extent of the amount lying in the PPI only till the PPI has not been cancelled, expired, terminated.

14. DISCLAIMER AND LIMITATION OF LIABILITY:

- i. The Bank relies on several third party services in delivering its services. The Bank shall not be held liable for any delays, failures, lack of accurate status or fulfilment of Transactions or making available information about past transactions that are dependent on third parties.
- ii. The Service Provider may, at its sole discretion, make several promotional offers such as issuance of vouchers, announcing discounts ,etc. You expressly agree and acknowledge that the Bank shall not be responsible or liable in any manner in respect of any such promotional or other offers made by the Service Provider. The Bank disclaims all liability arising out of any such offer issued by the Service Provider and availed by the User.

- iii. The Bank makes reasonable efforts to effect all payment instructions but assumes no responsibility and shall incur no liability if it is unable to effect any payment instruction(s) for any reason whatsoever.
- iv. The Bank makes reasonable efforts to keep its machines, services available. Several factors outside the control of the Bank may disrupt availability and quality of services. The Bank shall make reasonable efforts to keep Users informed about the service quality and availability issues through one or more electronic or digital channels.
- v. The Bank updates its services regularly to provide better experience and/or more capabilities to Users. In the process, the Bank may introduce faulty behavior, lose information related to past transactions, discontinue or break previously available services. The Bank disclaims any and all warranties including, but not limited to any warranties concerning the availability, accuracy, usefulness, correctness or completeness of information, and any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under Applicable Laws.
- vi. RBL Bank employs reasonable technology and systems to guard access to the User's accounts and information. However, the User acknowledges that the User is solely responsible for protecting account information and that the Bank is providing authentication, authorisation and access control services for the User's information on a best effort basis and that the User cannot hold the Bank or any of its associates or affiliates responsible for any compromise, loss, theft or damage to such information, irrespective of the cause. RBL Bank may deny access to the User's accounts maintained with it, if it suspects or has reasonable doubt to suspect or if so instructed by competent regulatory or legal authority or upon its sole assessment of risk, abuse and non-compliant activities associated with such account.
- vii. RBL Bank shall be entitled to rely upon any third party systems, tools or mechanisms to safeguard its own systems against any fraud. Such third party systems may rely upon the User's data and information for detection and mitigation of fraud.
- viii. The User acknowledges that the User or third party content presented is obtained from sources believed by the Bank to be reliable. The Bank does not provide any guarantee with respect to such content and the Bank shall not be held liable for any loss suffered by Users based on their reliance on or use of such data, whether any such data is published on the website of the Bank or in its communications to the Users.
- ix. Without prejudice to the foregoing, RBL Bank shall be under no liability whatsoever to the Customer in respect of any loss or damage arising directly or indirectly out of :
 - a. Any issue emerging post availing of the goods and services from the Merchant;
 - b. The refusal to honor or to accept the PPI;
 - c. The malfunction of any computer/PoS terminal;
 - d. Effecting transaction instructions given other than by a Customer;
 - e. Handing over of the PPI credentials by the Customer;
 - f. The exercise by RBL Bank of its right to demand and procure the surrender of the PPI prior to the expiry, whether such demand and surrender is made and/ or procured by RBL Bank or by any person or computer terminal;
 - g. The exercise by RBL Bank of its right to terminate any PPI;
 - h. Any injury to the credit, character and reputation of the Customer alleged to have been caused by the repossession of the PPI and/ or, any request for its

return or the refusal of any Merchant Establishment to honor or accept the PPI;

- i. Any mis-statement, misrepresentation, error or omission in any details disclosed by RBL Bank or the Service Provider as otherwise required by law.
- x. If RBL Bank or the Service Provider receives any process, summons, order of injunction, execution, distraint, freezing, levy, lien, information or notice which RBL Bank or the Service Provider in good faith believes/ calls into question the Customer's ability, or the ability of someone purporting to be authorized by the Customer, to transact on the PPI, RBL Bank may, at its option and without liability to the Customer or such other person, decline to allow the Customer to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by Applicable Law. RBL Bank reserves the right to deduct from the balance available on the PPI, a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving the Customer's PPI.
- xi. The PPI Services are provided on an "as is" and "as available" basis. Use of the PPI Services is at your own risk. To the maximum extent permitted by Applicable Law, the PPI Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from RBL Bank or the Service Provider or through the PPI Services will create any warranty not expressly stated herein. Without limiting the foregoing, neither RBL nor the Service Provider warrant that the content is accurate, reliable or correct; that the PPI Services will meet your requirements; that the PPI Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the PPI Services will be free of viruses or other harmful components. Neither RBL Bank nor the Service Provider will be liable for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of access to and/or use of the PPI Services; interruption or stoppage of the websites of the Bank or the Service Provider, non-availability of connectivity links/hyperlinks.
- xii. Any content downloaded or otherwise obtained through the use of the PPI Services is downloaded at your own risk, and You will be solely responsible for any damage to your property or loss of data that results from such download.
- xiii. The Customer acknowledges that the Bank shall not be responsible nor shall they be liable to indemnify the Customer in the event of any loss or damage suffered by the Customer due to any cause or reason beyond the control of the Bank including, but not limited to, misplacement of the PPI or PIN (in case the PPI is a card), mechanical or technical failure and down time, connectivity down time etc. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Customer in respect of any loss or damage arising directly or indirectly due to use of the PPI/PPI Services.
- xiv. Neither RBL nor the Service Provider, endorse, guarantee, or assume responsibility for products advertised or offered by a third party through the PPI Services or any hyperlinked website or PPI Service, or featured in any banner or other advertising, and neither RBL Bank nor the Service Provider will be a party to or in any way monitor any transaction between you and third-party providers of goods and/ or services.

15. INDEMNITY:

- i. In consideration of RBL Bank providing the Customer with the facility of the PPI, the Customer hereby agrees to indemnify and keep RBL Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury,

costs, charges and expenses whatsoever which RBL Bank may at any time incur, sustain, suffer or be put to, as a consequence of or by reason of or arising out of, directly or indirectly providing the Customer, the said facility of the PPI or by reason of RBL Bank's acting in good faith and taking or refusing to take or omitting to take action on the Customer's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Customer; breach or noncompliance of the rules/ terms and conditions relating to the PPI or fraud or dishonesty relating to any Transaction by the Customer.

- ii. The Customer agrees to indemnify the Bank for any machine/ mechanical error/ failure or any technical down time which is not in the control of the Bank. The Customer shall also indemnify the Bank fully against any loss on account of misplacement by the courier, or loss-in-transit of the PPI and/ or PIN mailer (in case the PPI is a card).
- iii. While the Bank makes reasonable effort to employ state of the art security measures appropriate for offering its services, it does not assure or guarantee that no person or entity will overcome or subvert the security measures and gain unauthorized access to its services or any accounts maintained with it. The Bank shall not be liable if any unauthorized person hacks into or gains access to the services or to any User's PPI. User shall indemnify the Bank of any liability arising out of such hacks or exploited vulnerabilities.
- iv. RBL Bank may use multiple mechanisms that rely on the User's information including but not limited to personal, contacts, financial, transactional and biometric data in establishing or re-establishing identity and/or authentication of the User. User acknowledges that no information either singularly or in combination with other information is sufficient to establish true identity and that the Bank's efforts are on best efforts basis. The User shall indemnify and keep indemnified the Bank of any consequences whatsoever arising out of mistaken identity and/or compromised access irrespective of the reason for such a compromise or vulnerability.

16. ADDITION/WITHDRAWAL OF FACILITIES:

RBL Bank may, at its discretion, make available to the Customer more services on the PPI, PoS terminals, Internet or other wise and/ or other devices through shared networks for the Customer's convenience and use. All fees and charges related to Transactions done by the Customer at these devices as determined by RBL Bank from time to time, will be recovered by a debit to the balance available on the PPI. RBL Bank, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the PPI and/ or services related to it, at PoS terminal/ internet/ other devices within India and shall not be liable to the Customer for any loss or damage suffered by him resulting in any way from such withdrawal, discontinuance, cancellation, suspension or termination.

17. DISCLOSURE OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS:

- i. The Bank reserves the right to disclose the Customer's information to any court of competent jurisdiction, quasi-judicial or regulatory authorities, law enforcement agencies and any other wing of Central Government or State Government. The Customer hereby consents to sharing of their information with the Bank and its authorized Service Provider(s) or agencies or partners for providing PPI Services in relation to the PPI.
- ii. RBL Bank may use the Customer information/data to market, advertise and notify the Customer of various Bank offerings. The Customer fully understands that due to use by the Customer of the PPI Services, RBL Bank may create or generate database in respect of such Customer. All rights and ownership with respect to such database shall vest with RBL Bank.

- iii. Nothing contained herein shall authorize the Customer to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the Bank, and the usage of the same shall be in compliance with these Terms and Conditions and such approval and policies as may be notified from time to time. In addition, the Customer undertakes not to infringe the intellectual property rights of any third party.
- iv. The Customer undertakes not to infringe the intellectual property rights of the Bank, whether directly or indirectly through any third party. The Customer warrants that it shall only use the Bank's website, software application and the PPI/PPI Services for the purposes of these Terms and Conditions. The Customer or any other person empowered by the Customer shall not use the Bank's website and/or software application and/or the PPI/PPI Services and software in any form whatsoever, for any purpose.
- v. Except for information that You submit, all of the information available on or through the PPI/PPI Services and/or the Bank's website, including without limitation, text, photographs, graphics and video and audio content, is owned by the Bank and its licensors and is protected by copyright, trademark, patent and trade secret laws, other proprietary rights and international treaties. You acknowledge that the PPI/PPI Services and any underlying technology or software used in connection with the PPI/ PPI Services contain the Bank's proprietary information. We give You permission to use the aforementioned content for personal, non-commercial purposes only and do not transfer any intellectual property rights to You by virtue of permitting your use of the PPI Services. You may print, download, and store information from the Bank's website for your own convenience, but You may not copy, distribute, republish, sell, or exploit any of the content, or exploit the Bank's website in whole or in part, for any commercial gain or purpose whatsoever. Except as is expressly and unambiguously provided herein, we do not grant You any express or implied rights.

18. GENERAL PROVISIONS:

- i. **ASSIGNMENT:** The User cannot assign or otherwise transfer any rights, liabilities and/or obligations hereunder, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. The Bank's rights and/or obligations hereunder are freely assignable or otherwise transferable by it to any third parties without the requirement of seeking the User's prior consent. The Bank may inform the User of such assignment or transfer in accordance with the notice requirements on best effort basis.
- ii. **WAIVER:** Any failure or delay by the Bank to enforce or exercise any provision hereof, or any related right, shall not constitute a waiver by the Bank of that provision or right. The exercise of one or more of the Bank's rights hereunder shall not be a waiver of, or preclude the exercise of, any other rights or remedies available to the Bank hereunder or in law or at equity. Any waiver by the Bank shall only be made in writing and executed by a duly authorized officer of the Bank.
- iii. **FORCE MAJEURE:** If performance of any service or obligation hereunder by the Bank is prevented, restricted, delayed or interfered with by reason of power outage, labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of the Bank or its third parties performing such services as sub-contractor to the Bank and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then the Bank shall be excused from

such performance to the extent of and during the period of such Force Majeure Event. The Bank shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

- iv. **COMMUNICATION:** Any communication from RBL Bank to the Customer will be deemed to be completed within 7 days of sending such a communication to the most recent mailing address or Email ID or mobile number available with RBL Bank. Customers can contact RBL Bank at: [_____].
- v. **SURVIVAL:** Notwithstanding the foregoing, such of the Terms and Conditions as are meant to survive termination / expiry hereof, will survive indefinitely unless and until the Bank chooses to terminate them.

19. GOVERNING LAW AND DISPUTE RESOLUTION:

- i. If a dispute of any kind arises in respect of these Terms and Conditions, You may contact the Bank's Support Team at [_____] or dial [_____] within 30 days of the Transaction.
- ii. These Terms and Conditions will be governed by and be construed in accordance with the laws of India. All disputes arising out of the same which remain unresolved, shall be subject to the exclusive jurisdiction of the Courts in Mumbai, irrespective of whether any other court may have concurrent jurisdiction in the matter. The Customer shall be liable for all costs associated with resolution of the dispute, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent.