

TERMS AND CONDITIONS

I. Definitions:

- (i) **"Alliance Partner"** shall mean **CDNA Technologies Private Limited**, who has entered into an alliance agreement with RBL Bank for purpose of providing the Offer.
- (ii) **"Card"** means a physical or virtual valid and existing payment instrument including but not limited a credit card, issued by RBL Bank that can be used to purchase goods and services.
- (iii) **"Cardmember/s"** means such customers to whom the Card is issued or is authorised to use an issued Card by RBL Bank.
- (iv) **'Cardmember Agreement'** means the terms and conditions governing the Card issued by RBL Bank.
- (v) **"OEMs"** shall mean the original equipment manufacturers who are ready to offer discounts to the commercial credit card customers. These Offers are negotiated by Alliance Partner with their vendors and consumed by RBL Bank's commercial Card members and Bank has agreed to transfer the discounts for them to interested Cardmembers.
- (vi) **"Offer"** shall mean such discounts/benefits given by RBL Bank to Cardmembers on purchase of software services during the Offer Period.
- (vii) **"Offer Period"** shall mean the period commencing from the date of signing of this Agreement by both the Parties or such other period as may be mutually agreed between Parties.
- (viii) **"Products/Services"** shall mean the goods/benefits/facilities offered by the Alliance Partner.
- (ix) **"Void Transaction"** shall mean any transaction wherein the transaction has taken place but has been cancelled /rejected /unsuccessful by Alliance Partner.
- (x) **"Website"** shall mean the website of the Alliance Partner i.e. rblbank.gonuclei.com, created for RBL Bank commercial Cardmembers.

II. Offer:

Refer clause (vi) above

III. Terms & Conditions as prescribed by Alliance Partner

- (i) The Alliance Partner & RBL Bank reserves the right to amend/withdraw the Offer anytime without prior intimation.
- (ii) Any person availing this Offer shall be deemed to have read and accepted these Terms and Conditions.
- (iii) This Offer cannot be combined with any other ongoing offer on the Website.

IV. Terms and conditions prescribed by RBL Bank:

(i) These Terms and Conditions shall be read in conjunction with, and not in derogation to the terms and conditions contained in the Customer Agreement and nothing contained herein shall be construed or interpreted prejudicial to the terms and conditions of the Cardmember Agreement. Unless otherwise specified, the terms and expressions contained herein shall have the same meaning as ascribed to them in the Cardmember Agreement.

(ii) This Offer is available only for RBL Bank corporate Customers and Cardmembers

(iii) RBL Bank does not guarantee and make any representation about the usefulness, worthiness and/or character of the discount / benefit or of the Products/Services under the Offer.

(iv) Any tax or other liabilities or charges payable to the government or any other statutory authority/body or any participating establishment, which may arise or accrue to the Customer due to provision of the Offer, shall be to the sole account of the Customer. Tax deducted at source, if any, on the monetary value of the Offer shall be payable by the Cardmember.

(v) All issues / queries / complaints / grievances relating to the Offer, if any, shall be addressed to Alliance Partner directly; without any reference to RBL Bank.

(vi) The existence of a dispute, if any, regarding the Offer shall not constitute a claim against the RBL Bank and shall be addressed directly by Alliance partner.

(vii) RBL Bank reserves the right to disqualify the Customer from the benefits of the Offer if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Offer or otherwise by use of the Card.

(viii) RBL Bank shall not be held liable for any delay or loss that may be caused in delivery of the Product /Services or the assured gifts / prizes (if any).

(ix) RBL Bank and Alliance Partner reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary these terms and conditions or to replace, wholly or in part, this Offer by another offer, whether similar to this Offer or not, or to extend or withdraw it altogether.

(x) Offer cannot be clubbed with any other offers that may be available to the Cardmember by the Alliance Partner and RBL Bank and the Offer is not transferable.

(xi) The Offer is not valid and applicable for Void Transaction.

(xii) The Cardmember indemnifies RBL Bank from and against all actions, suits, claims, liabilities and proceedings due to or arising out of any or all disputes between the Cardmember and OEM by reason of RBL Bank acting in good faith and bonafide belief and for any loss, damages incurred by Cardmember on account of the following reasons:

a) deficiency in quality or delivery of Product/Service.

b) non – delivery of Product/Service by OEM or third parties.

c) for any causes due to force majeure such as earthquake, flood, fire and other natural calamities or circumstances beyond the control of RBL Bank or merchant or OEM, their agents or third party service providers.

(xiii) RBL Bank will not be responsible for any deficiency in Product/Services provided by the Alliance Partner.

(xiv) This Offer shall be subject to all applicable laws, rules and regulations which are in existence, and which may be promulgated anytime by any statutory authority.

(xv) RBL Bank reserves the right to add, alter, modify, change or vary any of these terms and conditions or to replace, wholly or in part, this Offer by another offer, whether similar or not, or to withdraw it altogether at any point in time, without any prior notice.

(xvi) The above Offer is by way of a special offer for Cardmembers and nothing contained herein shall prejudice or affect the terms and conditions of the Cardmembers agreement.

(xvii) If the Cardmember does not receive the Product/Service and/or software within prescribed timeframe before the Offer Period ends, the Cardmember can place their request directly with Alliance Partner. In case there are queries w.r.t Void Transactions or failed payment or issues/queries pertaining to payment processing then the Cardmember shall connect with RBL Bank on helpline number 022-62327777 or write to us at corporatecard.support@rblbank.com within 3 days. RBL shall be responsible for attending to the Cardmembers queries pertaining to Void Transactions pertaining to payments w.r.t incomplete or failed, excessive, erroneous transactions made by Cardmembers of RBL Bank and no other queries shall be entertained. Alliance Partner shall be solely responsible for managing all the Product/ Services related queries, after sales and maintenance or updates and upgrading services.

Disclaimer:

RBL Bank is neither guaranteeing nor making any representation with respect to the Products/Services provided by the third parties. For any queries, complaints, issues and/ or feedback pertaining to Product/Service purchased from a third-party website, Cardmember shall directly deal with the third parties only. The Offers/ services may also be available at other platforms. The Cardmembers participation to avail such Offers/ services is purely voluntary.