

TERMS AND CONDITIONS GOVERNING CSB FitPay WEARABLE PAYMENTS (GoQii SMART O2 and SMART VITAL PLUS)

These Terms & Conditions apply to and regulate the CSB Wearable Payments ("**Smart O2 and Smart Vital Plus**") offered by CSB Bank ("**Bank**") to its Customer/s more fully defined here under.

Please make sure you have read CSB Fitpay terms and conditions carefully before using CSB Fitpay. By using or applying for CSB Fitpay you are unconditionally accepting the terms and conditions listed here under and will be bound by them. You will also remain bound by the applicable terms and conditions regarding the operations of your Savings or Current Bank Account with CSB BANK.

You acknowledge that you shall be bound by the Terms and Conditions applicable to facility availed and accepts the onus of ensuring compliance with the applicable laws, regulations and RBI guidelines as amended / modified / applicable from time to time

GOQii Technologies Private Limited will provide CSB BANK customers a GOQii Fitness Band which would be enabled with Contactless Payment. Major components of the Fitness Band are as follows:



1. Smart Vital Plus Tracker (To measure SpO2, Body Temperature, Heart Rate, Blood Pressure, Steps, Time and more)
2. Strap (To hold the watch and NFC Chip)
3. Contactless Chip / Secure Element / NFC (to make contactless payment)
4. Bluetooth calling (Only in case of Smart Vital Plus variant)

All the terms & conditions and warranty pertaining to the Fitness Band would be covered by the GOQii Technologies Private Limited (The customer can access GOQii Terms and Conditions at <https://gogii.com/in-en/terms>). Terms and conditions pertaining to Contactless payments and Banking services would be covered by CSB BANK.

The GOQii Fitness Band would be integrated with the NFC Chip which would enable the customer to make contactless payment at the merchant location. The Fitness band which includes a pedometer and its accessories as well as the NFC chip would be entirely a product of GOQii CSB BANK will only be responsible for contactless payment facility provided in the NFC chip. Please note that the Bank is only a contactless payment enabler to provide the facility to its customers on CSB FitPay. Bank shall not be held responsible for any deficiency in the GOQii Fitness Band and services connected provided by GOQii and any such issues related to the deficiency

in the GOQii Fitness Band and services shall be raised to and settled by the customer independently with GOQii without any reference to CSB BANK.

Customer facing any issue with the smart watch, connect with the GOQii Customer Support via GOQii App- Home- Support or call on +91 8419940404 (Monday to Saturday - 10am to 6pm).

DEFINITIONS

1. "The Bank", "CSB BANK", means CSB BANK, a body corporate, carrying on the business of banking and related services under the Banking Regulation Act, 1949 and its successors and assignees.
2. "Contactless Payment", refers to the payment facility provided by CSB BANK on RuPay Wearable contactless Chip issued by GOQii: It's a faster way to pay with your account for purchases under INR 5000 at participating stores. Instead of dipping (or swiping) your card at the billing counter, simply wave or tap your Band on the contactless POS terminal and pay without entering a PIN (for amount under Rs. 5000). Enter PIN for Transactions above Rs 5,000. Customer can login to CSB Mobile Banking App, Net banking, Prelogin and call CSB customer contact centre to generate Pin. This facility is available at select POS machines only with wifi symbol.
3. "NFC" (Near Field communication) refers to the technology that helps the wearable to communicate with the POS terminal when placed in the proximity of 4cm or less that helps making contactless payments.
4. "CSB Fit Holder", "Contactless Chip Holder", "NFC Holder", "you", "your", "him" or similar pronouns shall where the context so admit, refer to a customer of CSB BANK to whom a GOQii Smart Vital Plus contactless payment device has been issued by GoQii and the bank has enabled contactless payment facility on the device to operate on a nominated account. All references to the CSB FitPay Holder in the masculine gender will also include the feminine gender.
5. "Account(s)", refers to the CSB FitPay holder's Accounts that have been designated by 'CSB BANK to be eligible accounts for the valid operations.
6. "Transaction", means instruction given, by CSB FitPay Holder by using his CSB FitPay contactless chip directly or indirectly, to CSB BANK to effect action on the account. (Examples of transactions can be retail purchases).
7. "Statement", means a periodic statement of account sent by CSB BANK to CSB FitPay Holder to their registered email ID with details of the transactions carried out by the SMART VITAL PLUS Holder during the given period and balance in account. It may also include any other information that CSB BANK may deem fit to include.
8. "Merchant" or "Merchant Establishments", shall mean establishments wherever located which accept/honour the payment using contactless chip and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by CSB BANK or RuPay.
9. "EDC" or "Electronic Data Capture", refers to electronic Point of Sale swipe terminals in India, whether of CSB BANK or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
10. "RuPay", means a trademark owned by normally associated network with NPCI.

11. Contactless payment facility in the CSB FitPay Fitness Band of GOQii is provided by CSB BANK, ("CSB Bank) having its registered office at Head Office, CSB Bhavan, P.O Box No.502, St.Mary's College Road, Thrissur-680020,Kerala, India India on the following terms and conditions:

CUSTOMER OBLIGATIONS

1. Issuance and use of the Contactless Chip shall be subject to the laws, rules and regulations in force from time to time as issued by the Reserve Bank of India, Foreign Exchange Management Act 1999, etc.
2. The Contactless Chip shall be valid only for transaction options, as permitted by the Bank from time to time in India at EDC Point of Sale swipe terminals at merchant establishments.
3. The Contactless Chip is and will be at all times the property of the Bank and shall be returned to the Bank unconditionally and immediately upon bank's request.
4. The Contactless Chip is not transferable or assignable by the CSB FitPay Holder under any circumstance.
5. Customer must not permit any other person to use it and should safeguard the Contactless Chip from misuse and unauthorised access by retaining the Contactless Chip under his/her personal control at all times.
6. The CSB FitPay Holder's account will be debited immediately with the amount of any transfer and other transactions effected by the use of the Contactless Chip. CSB FitPay Holder should maintain sufficient funds in the account to meet any such transactions. Otherwise the transaction may be declined due to insufficient funds in the account which will be subject to transaction decline charges as deemed fit by and in accordance with process of the Bank .
7. The CSB FitPay Holder shall be responsible for transactions effected by use of the Contactless Chip, whether authorized by the CSB FitPay Holder or not, and shall indemnify the bank against any loss or damage caused by any unauthorized use of the Contactless Chip, including any penal action arising therefrom on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act, 1999 or any other law being in force in India and/or any other country/state/continent/territory wherever located in the world at the time, notwithstanding the termination of this agreement. CSB FitPay Contactless Chip usage is also prohibited for overseas forex trading through electronic/internet trading portals.
8. You agree to an ongoing confirmation and acceptance for use of your name, address, e-mail and mobile number as provided to bank for marketing / merchandising offers between CSB BANK and other companies.
9. By using or applying for CSB FitPay you authorize CSB Bank Ltd to share your personal details such as NAME, ADDRESS, MOBILE NUMBER with GoQii Technologies Private Limited for purpose of generating customer invoice for watch charges and grievance redressal.
10. You do understand that GST and other prevailing taxes (if any), are applicable on all fees, interest and other charges as per the Government of India regulations, and agree to pay the same.
11. One CSB FitPay Fitness Band would be made available to one customer and by that it would be available for one customer ID. Even if you have multiple accounts linked to a single customer ID, you would be entitled only for one CSB FitPay Fitness Band.

12. In case of loss/theft of activated Contactless Chip, it would be your responsibility to immediately report loss of “Contactless Chip to the Bank as per below mentioned terms & specifically request for deactivation of the Contactless Chip.
13. The onus of initiating complaint to merchant establishments would be on the customer and Bank would not accept any liability to make good the loss suffered by you on account of using the Contactless Chip.

USAGE AT MERCHANT ESTABLISHMENTS

1. The Contactless Chip is for Electronic Use only and will be accepted only at merchant establishments that have an NFC/Contactless electronic Point of Sale swipe terminal. Any usage of the Contactless Chip other than electronic use will be deemed unauthorized and the Contactless Chip holder will be solely responsible for such transactions.
2. Always tap your CSB FitPay Contactless Chip on the NFC Terminal yourself at the merchant establishment. Never share your Contactless payment enabled band with anyone, including the merchant. While using Contactless payment enabled band on Point-of-Sale machine, if you suspect something unusual, do not use the machine and report it to CSB BANK immediately.
3. Bank prohibits withdrawal of cash using Contactless Chip at the Point of Sale. CSB BANK will not accept any responsibility for any dealing the merchant may have with you, including but not limited to the supply of goods and services so availed or offered, should you have any complaint relating to any RuPay merchant establishment, you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to the bank.
4. CSB Bank shall not be responsible for system outages, delays, equipment malfunctions, errors or data loss of any kind, lost or unavailable connections, or failed, incomplete, garbled or deleted transmissions or other technological or technical difficulties or impediments or any “Force majeure event” that may prevent you from making contactless payment at merchant outlet.
“Force majeure event” means any event due to any cause beyond the reasonable control of the bank, including without limitation, unavailability of any communication system, sabotage, fire, flood, pandemic, lockdown, explosion, act of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or act of government.
5. If you decide to cancel your purchase and not accept the goods after the Contactless Chip is swiped, ensure that the merchant cancels the transaction immediately and the cancellation slip is handed over to you. Any cancellation thereafter will be routed as a “chargeback” on the merchant through the acquiring bank and will take the time required to complete the process. Bank provides no assurance or guarantee of full/partial return of the amount on such chargeback.
6. CSB BANK accepts no responsibility, of any kind, for any charge levied by any merchant establishment over and above the value/cost of transactions and debited to your account along with the transaction amount.
7. A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to your account (less cancellation charges if any, as applicable at the merchant location) after it is received from the merchant. If the credit is not posted to your Contactless Chip account within 30 days from the day of refund, you must notify the bank , along with a copy of the credit note from the merchant.
8. In case, there are insufficient funds in the said account, CSB BANK will not honour the transactions.

9. The Contactless Chip holder would be solely liable for all unauthorized acts and transactions.

DISCLOSURE OF INFORMATION

1. When requested by CSB BANK, you shall provide any information, records or certificates to CSB BANK that CSB BANK deems necessary relating to usage or transactions done via CSB FitPay contactless chip band . You will also authorize CSB BANK to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if the same is found incorrect, CSB BANK may, at its discretion, cancel the Contactless Chip forthwith and may initiate appropriate legal action against you.
2. CSB BANK reserves the right to disclose customer information in any court of competent jurisdiction, quasi - judicial authorities, law enforcement agencies, regulatory authorities and any other wing of Central Government or State Government.
3. CSB BANK reserves the right to report to the RBI, expenditure undertaken by its Contactless Chip holder in foreign currencies to ensure that the Basic Travel Quota/other permissible entitlements are not exceeded by the Cardholder(s) and that the Foreign Exchange Management Act, 1999 is not contravened.

LOST OR STOLEN

1. In the event that the wearable device- CSB FitPay is lost or stolen, the occurrence must be reported immediately to any office of CSB BANK in India on the emergency Help line Numbers 1800-266-9090. You shall be required to disclose information regarding your Customer ID, your Account Number, Address, Date of Birth and Mother's maiden name. Under no circumstance should you disclose the PIN number.
2. You can also block your device through your CSB Mobile Banking App or Net Banking by following below steps. We request you to please do this immediately if you lose your device to avoid loss via fraudulent transactions.
 - a. Step 1: Login to CSB Mobile Banking App or Net Banking.
 - b. Step 2: Cards < Debit Card< Select card number associated with your wearable device < Select 'Block Card' < Submit Request.
3. Loss or theft may be reported by means of the 24 - Hour Emergency Helpline Number mentioned above.
4. Liability arising out of any fraudulent transaction will be covered within lost card liability insurance offered by the bank. Pls refer website for details.
5. You can also apply for a new device from the CSB Mobile Banking App or Net Banking as per your requirement.
6. You hereby indemnify CSB BANK fully against any liability (civil or criminal), loss, cost, expenses, or damages that may arise due to loss or misuse of the Contactless Chip in the event that it is lost and not reported to the bank, or lost and misused before the bank is informed.
7. Should you subsequently recover the Contactless Chip, it cannot be used. Please destroy the Contactless Chip by cutting it into several pieces.

GENERAL CONSIDERATIONS

1. CSB BANK has the right to modify/alter all or any of the terms applicable to the issuance and usage of contactless payment facility on CSB FitPay or discontinue at its sole discretion any time as deems fit to the bank without assigning any reason or with prior intimation given to the customer.
2. This arrangement is subject to applicable law and regulations and would be modified/discontinued based on the prevailing law/regulation at any point of time and neither party shall be under any liability or obligation or continue implementation of the said arrangement till such time the terms are modified by the Parties as per the prevailing/amended law at that point of time. In the event, that the arrangement cannot be continued without total compliance of the prevailing law at any point of time, it shall be deemed to be terminated forthwith from the date when the amended law restricting/prohibiting it comes into force.
3. Any dispute relating to the arrangement or the terms and conditions shall be subject to the jurisdiction of the courts in Thissur only.
4. The Bank may, from time to time, at its discretion, tie-up with various agencies to offer various features on your CSB FitPay Contactless Chip. The Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants/outlets/agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.