

HDFC BANK

HDFC BANK BC ACTIVATION FORM

CUSTOMER SERVICE POINT (CSP) REGISTRATION FORM
(BUSINESS CORRESPONDENT OF HDFC BANK – CSC1236)

Affix Recent
Photo

A) APPLICANT INFORMATION

1. APPLICANT NAME: _____

2. FATHER / HUSBAND NAME: _____

3. DATE OF BIRTH: _____

4. PAN:

5. GENDER: MALE FEMALE

6. CONTACT NO.:

7. EMAIL : _____

8. EDUCATION: _____

9. SHOP/ ESTABLISHMENT NAME: _____

10. PERMANENT (OUTLET) ADDRESS: _____

Landmark: _____ District: _____

City: _____ State: _____ PIN Code: _____

11. CURRENT (RESIDENCE) ADDRESS: _____

Landmark: _____ District: _____

City: _____ State: _____ PIN Code: _____

B) KYC DOCUMENTS (submit self-attested documents for one of each below):

1. Proof Of Identity: PAN Card Voter ID Card Aadhaar Card Driving License Passport

Other (Specify) _____

2. Proof Of Address: Voter ID Card Aadhaar Card Driving License Passport Latest Bank statement

Latest Electricity Bill

Thumb_Impression-

Sign

C) ALTERNATE BANK ACCOUNT DETAILS:

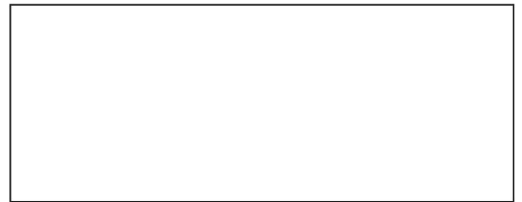
BANK NAME: _____ A/C TYPE: _____

A/C No.: _____ IFSC CODE: _____

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**CONSUMER TERMS & CONDITIONS
TERMS AND CONDITIONS FOR APPOINTMENT AS RETAILER/DISTRIBUTOR/STAR DISTRIBUTOR**

These terms and conditions (Terms and Conditions) shall apply to and govern the commercial arrangement between RNFI Services Pvt. Ltd. (herein after referred as 'RNFI') and the Retailer/Distributor/Star Distributor. These Terms and Conditions and any attachments hereto represent the entire agreement between RNFI and the Retailer/Distributor/Star Distributor and no changes to the same are binding unless they are in writing and intimated by the authorized representative of RNFI. "RNFI" is a digital financial facilitation service provider, a company incorporated under the Companies Act, 2013 and having its registered office at J-152, First Floor, Rajouri Garden, New Delhi - 110027 (hereinafter referred to as the Company/RNFI which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns).

used in relation to, in association with or for the operation of the software installed by Company ; (b) the trademarks, service marks, trade names, business names, logos, symbols, styles, colour combinations used by Company during the course of its business and all depictions, derivations and representations thereof; (c) all promotional material including without limitation, advertisements, literature, graphics, images, content and the 'look and feel' of all of the above; and (d) all techniques, formulae, patterns, compilations, processes, inventions, practices, methodology, techniques, "Tax" or "Taxes" shall mean any and all taxes, GST, cess, levies, imposts, duties, charges, deposits, fees, deductions or withholdings that are, or that are to be, imposed, levied, collected, withheld or assessed, together with any and all interest, penalties, claims or other liabilities arising under or relating thereto,

5. EMPLOYEES
5.1 The Retailer/Distributor/Star Distributor shall be solely responsible for all such personnel employed by it, including payment of wages, making of contributions under various labour laws, such as the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, etc.
5.2 The Retailer/Distributor/Star Distributor acknowledges that it shall be responsible for all acts and omissions of its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Retailer/Distributor/Star Distributor.

1. OPERATION OF THE RETAIL /Distributor/Star Distributor OUTLET

1.1 During the Term, the Retailer/Distributor/Star Distributor shall render the services ("Services") of RNFI, by and through such of its officers, employees, agents, representatives and affiliates as it shall designate, from time to time. Notwithstanding anything contrary contained in these Terms and Conditions, RNFI shall have the right at any time, to modify, alter and amend the lists of Services, including the manner, procedure, process in which the Retailer/Distributor/Star Distributor will be required to perform the Services and the Retailer/Distributor/Star Distributor shall be bound by all such modifications, alterations and amendments made by RNFI.

1.2 The Retailer/Distributor/Star Distributor shall only market, distribute sell or promote such RNFI Services as are permitted expressly by RNFI. The Retailer/Distributor/Star Distributor shall not automatically have the right to market, sell, distribute, or promote any product or service that may be provided by other retail outlets, whether in the present or in the future. In the event of any addition to the

Services, RNFI may, at its sole discretion, intimate the Retailer/Distributor/Star Distributor that the Retailer/Distributor/Star Distributor is entitled to sell, market, distribute and promote such product or service. RNFI shall also have the right to direct the Retailer/Distributor/Star Distributor to discontinue providing any of the RNFI Services at the Retail Outlet without assigning any reason whatsoever.

1.3 RNFI shall specify to the Retailer/Distributor/Star Distributor, the necessary infrastructure and equipment including but not limited to computer terminals, peripherals attachments, internet and broadband connectivity, mobile device and/or any such device with GPRS connectivity, html enabled, which is compatible enough to run RNFI Software/Services etc, for effectively providing the RNFI Services, which the Retailer/Distributor/Star Distributor shall acquire at its sole expense. In case of the

3. ACCEPTANCE AND APPOINTMENT AS RETAILER/ DISTRIBUTOR

/ STAR DISTRIBUTOR
3.1 : These Terms and Conditions shall come into force from the date (Effective Date) of Retailer/Distributor/Star Distributor Application Form attached herewith. Within 30 (thirty) days from the date of acceptance by Retailer/Distributor/Star Distributor, the Retailer/Distributor/Star Distributor shall commence business in accordance with these Terms and Conditions.

3.2 The Retailer/Distributor/Star Distributor acknowledges that it has read and understood these Terms and Conditions at the time of making an application to RNFI for operation of a retail outlet to provide the Services (as defined herein) under the name and style of "RNFI" and that it has had sufficient time to evaluate the financial requirements, equipment required to conduct the business, services applicable/ enable in his area of operation and risks associated with the establishment and operation of

the retail outlet.
3.3 : During the Term and subject to these Terms and Conditions, RNFI hereby appoints the Retailer/Distributor/Star Distributor and the Retailer/Distributor/Star Distributor hereby accepts the appointment as a RNFI Retailer/Distributor/Star Distributor, to establish and operate a retail outlet at such address as specified in the Retailer/Distributor/Star Distributor application form attached herewith for the purpose of marketing, selling and providing the Services ("Retail Outlet"). No changes to the address as mentioned in the Retailer/Distributor/Star Distributor Application form shall be permitted, except with the prior written consent from RNFI whereas such consent shall be signed by the Authorized Representative of the level of Vice President or above.

6. EXCLUSIVITY AND NON COMPETE

6.1 During the continuation Term of this agreement, the Retailer/Distributor/Star Distributor shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity): (a) market, offer and/or perform services similar to that being developed, offered or sold by RNFI; (b) solicit, induce, encourage or attempt to induce or encourage any employee or consultant of RNFI to terminate his or her employment or consulting relationship with RNFI, or to breach any other obligation to RNFI; (c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between RNFI and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of RNFI; or (d) engage in or participate in any business conducted under any name that shall be the same as or similar to the name of RNFI or any trade name used by RNFI.

7. INTELLECTUAL PROPERTY

7.1 No license under any patents, copyrights, trademarks or any other intellectual property rights of RNFI / its affiliates / its Service Provider(s) / third party(ies) is granted to or conferred upon to the Retailer/Distributor/Star Distributor by virtue of being the Retailer/Distributor/Star Distributor of RNFI. The Retailer/Distributor/Star Distributor shall not acquire any interest and right on the trademark(s), trade name(s), logo, etc. of other party including RNFI by virtue of this Agreement and shall not use the logos, trademark of RNFI/owner of intellectual property on including interalia the Retailer/Distributor/Star Distributor's Rubber stamps, letterheads, Visiting Cards, websites etc. and/or any such material in whatsoever manner.
7.2. The Retailer/Distributor/Star Distributor agrees to protect the logo, trade name and

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Software/portal. However, if any Retailer/Distributor/Star Distributor is found and/or discovered doing any such malicious/wrong/wilful/fraudulent acts and/or offline transactions, it shall be liable and charged for such civil/penal and criminal acts by and under but not limited to the Indian Penal Code 1860 and Criminal Procedure Code 1973.

1.5 The Retailer/Distributor/Star Distributor shall obtain all necessary license(s), permits and approvals for selling, distributing, marketing and promoting the Services from the Retail Outlet and shall bear all costs and incidental expenses incurred in this

regard, including without limitation all fees for application, license fees, charges and taxes.

1.6 The Retailer/Distributor/Star Distributor shall keep the Retailer/Distributor/Star Distributor Outlet open for business during normal business hours, or as permitted by law or such other time period as RNFI may specify from time to time.

1.7 The Retailer/Distributor/Star Distributor shall ensure that the Retail Outlet is utilized for the purpose of rendering the Services in accordance with these Terms and Conditions. The Retailer/Distributor/Star Distributor shall further ensure that and shall

not cause or permit (a) any material that may not be made available to the public under applicable law, including without limitation any vulgar, obscene, pornographic,

misleading, defamatory, libellous, offensive, derogatory, threatening, harassing, abusive or violent content, to be made available in the Retail Outlet or (b) any activities

that are proscribed under law or reasonably considered to be immoral or against public interest.

1.8 RNFI may, at its sole discretion and with or without consideration, provide training manuals, technology support, ongoing advice and assistance to the Retailer/Distributor/Star Distributor and designated employees of the

Retailer/Distributor/Star Distributor, including, provision of brochures, pamphlets,

charts, signboards, signage and other materials for the purposes of advertisement,

promotion and marketing the Services. Any materials supplied by RNFI shall be utilized solely in relation to the provision of Services and the Retailer/Distributor/Star Distributor shall ensure that such materials are not utilized for any other purpose.

1.9 The Retailer/Distributor/Star Distributor shall not encroach/poach upon the areas of operation of other neighbouring Retailer/ Distributor/Star Distributors appointed by

RNFI or act in any manner which will prejudice the business prospects of neighbouring

Retailer/Distributor/Star Distributors appointed by RNFI.

2. DEFINITIONS AND INTERPRETATION

2.1. In this Terms of Use, unless the contrary intention appears and/or the context

otherwise requires, capitalised terms defined by: (i) inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below.

"Applicable Law" includes all applicable Indian statutes, enactments, acts of the state

legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, directions, directives and orders of any governmental authority, statutory

authority, board, recognized stock exchange, as may be applicable including but not

limited to Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Banks, Business Correspondent Guidelines issued by RBI from time to time, Payment & Settlement Systems Act, 2007, Payment & Settlement Systems Regulations, 2008, Policy Guidelines on Issuance and operation of Pre-paid Payment Instruments in India, and any other guideline in relation to pre-paid cards

issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued thereunder including any successor Applicable Law,

"Applicant" shall mean You or any individual person above the age of [18 (eighteen)]

years, using an operational mobile phone connection, who applies either on his own or approaches Retail Partner at the Retail Outlet locations and/or such other locations, for availing the Company Services;

not own such services or products by itself. RNFI takes reasonable efforts to make available the services and products, however, shall not be liable and responsible for any deficiency of such services and products. RNFI further also takes reasonable efforts to provide its best uninterrupted services at best quality; however, technological systems are prone to interruption for upgradation, maintenance, break down of either the systems of RNFI or that of the Service Providers. The Retailer/Distributor/Star Distributor shall be managing his business considering such interruptions.

4. PAYMENTS AND COMMISSIONS

4.1 Non Refundable Registration Fee: The Retailer/Distributor/Star Distributor shall deposit such an amount ("Registration Fees") by way of a non-refundable registration fee as per commercial terms defined by RNFI on or before the Effective Date.

4.2 Working Capital: The Retailer/Distributor/Star Distributor shall maintain and deposit with RNFI working capital ("Working Capital") in a bank designated and

intimated to the Retailer/Distributor/Star Distributor for this purpose ("Designated Bank") which will be an interest free deposit. The Working Capital limit may be

increased from time to time by way of written intimation to the Retailer/Distributor/Star Distributor. The Retailer/Distributor/Star Distributor shall immediately deposit such

further amounts to ensure that the Working Capital is maintained at the aforementioned amounts at all times.

4.3 Working Capital Limit: The Retailer/Distributor/Star Distributor shall be entitled to a credit limit equivalent to the Working Capital balance in the books of RNFI ("Credit Limit"). The Retailer/Distributor/Star Distributor may enter into transactions up to the value of the existing Credit Limit. In the event the value of the transactions exceed the Credit Limit, all further transactions exceeding the Credit Limit shall automatically be

blocked until the Credit Limit is sufficient to permit further transactions. In the event the Retailer/Distributor/Star Distributor desires to enter into transactions in excess of the

Credit Limit, the Retailer/Distributor/Star Distributor shall deposit the amount either with the Distributor or RNFI as the case may be to increase its Credit Limit accordingly. The Distributor/ RNFI shall, at their sole discretion, permit enhancement of the Credit Limit. If the amount is deposited with the Distributor, the Retailer/ Distributor/ Star Distributor need to obtain proper receipt and the limit gets enhanced from the

Distributor. RNFI shall not be responsible for any liabilities in such an event.

4.4 Commission: The Retailer/Distributor/Star Distributor shall be entitled to commission, which shall be adjusted on a daily basis/monthly basis/transaction basis,

for the provision of the Services at a rate to be intimated by RNFI to the

Retailer/Distributor/Star Distributor from time to time through its portal, either by way

of credit to the Working Capital or the Retailer/Distributor/Star Distributor may deduct the commission due to it, prior to depositing the proceeds of a transaction in the Current Account. The Retailer/Distributor/Star Distributor shall be regularly updated on the Rates of Commission through the Portal. RNFI, at its sole discretion shall decide

the sharing of Gross Margin with the Retailer/Distributor/Star Distributors and its decision will be final. It is presumed that the Retailer/Distributor/Star Distributor has

agreed to such commission / margin before the transaction. Any dispute in this regards

will not be admissible by RNFI.

4.5 Prices and discounts: All prices, charges, fees and discounts for all RNFI Services shall be determined, and may from time to time be revised, by RNFI at its sole discretion. The Retailer/Distributor/Star Distributor shall not collect cash from the customers by offering discounts on the Services which do not have RNFI's sanction.

The Retailer/Distributor/Star Distributor shall also not provide any incentives, subsidies or do any act/ omission or thing, which shall have the effect of providing

incentives or subsidies on the Services. The Retailer/Distributor/Star Distributor

acknowledges that RNFI has the right to alter the prices or nullify any sales that have been entered in the portal.

4.6 Taxes: All current and/or future taxes or similar fees including without limitation

RNFI or which the Retailer/Distributor/Star Distributor gets in the course of negotiating this Agreement is confidential in nature and hence cannot be disclosed. Each Party may disclose the existence of this Agreement, but agrees that the terms and conditions of this Agreement will be treated as Confidential Information, provided, however, that each Party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body;

(b) as otherwise required by law; (c) to legal counsel of the Parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction.

8.2 The Retailer/Distributor/Star Distributor also agrees that on and from the date of this Agreement all information, which the Retailer/Distributor/Star Distributor may obtain from RNFI pursuant to this Agreement, shall be kept confidential by the Retailer/Distributor/Star Distributor and shall not be disclosed to any third party, save and except with the prior written consent of the RNFI.

SECURITY OF CONFIDENTIAL USER INFORMATION:-

8.3 Security of POS User ID and Password: The Retailer/Distributor/Star Distributor shall be solely, exclusively and absolutely responsible and liable for safeguarding and/or securing the confidentiality of the user id and passwords relating to access of

RNFI Services and such other relevant information, in whatsoever name called pertaining to the Retailer/Distributor/Star Distributor/User Account of the Retailer/Distributor/Star Distributor.

8.4 Unauthorized Access: The Retailer/Distributor/Star Distributor shall take all necessary precautions to prevent unauthorized and illegal use of RNFI services and

unauthorized access to the Retailer/Distributor/Star Distributor Accounts provided by RNFI. The Retailer/Distributor/Star Distributor hereby agrees that RNFI shall not be

held liable and/or responsible for any wrong doings/ misappropriation/ misrepresentation/any leakage of passwords and for any liability arising due to insufficient security maintained by the Retailer/Distributor/Star Distributor with respect to the Retailer/Distributor/Star Distributor account. RNFI shall take all commercially viable and/or reasonable care, to ensure the security of and to prevent

unauthorized access, using commercially viable and reasonable technology available to RNFI.

8.5 Fraud/fake transactions: RNFI shall not be liable and/or responsible for any

fraud/fake transactions occurring from the Retailer/Distributor/Star Distributor id by

any third party. RNFI takes utmost care for encryption of the Retailer/Distributor/Star

Distributor's personal details. However, RNFI cannot control the misuse of the sensitive information like password/s once it is handed over to the Retailer/Distributor/Star Distributor. Retailer/Distributor/Star Distributors shall be

responsible to follow standard guidelines for securing their id/password for the RNFI Software.

9. WARRANTIES AND CONVENANTS OF THE RETAILER/DISTRIBUTOR / STAR DISTRIBUTOR

9.1 The Retailer/Distributor/Star Distributor hereby warrants, covenants and undertakes that it shall

(a) Promptly, effectively, efficiently and professionally sell, market, distribute and promote the Services and shall promptly respond to all inquiries by any customer or

potential customer in relation to the Services;

(b) at all times co-operate with RNFI's representative(s) and promptly report to RNFI any complaints or customer feedback relating to the Services which may come to the

Retailer/Distributor/Star Distributor's attention;

(c) Conduct its operations in compliance with applicable law, these Terms and Conditions and all guidelines and instructions that may be provided by RNFI from

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