

## Barclaycard Bill Pay Terms & Conditions

### 1. Definitions

1.1 "**Bill Pay Services**" means, inclusively, any of Utilities/Services in accordance with and pursuant to the Instructions as illustrated in Clause 2 below, under and/or for which Payment is made/to be made by the Customer, by debit to the Barclaycard Account, pursuant to Information and/or Instructions, and in respect of which Bill Pay Services, a fee may be payable to Barclaycard by the Customer in accordance with the applicable Specific Terms and Conditions. The term "Bill Pay Services" may be referred to by any other term/name/nomenclature at the sole discretion of Barclaycard.

1.2 "**Barclaycard Account**" shall mean either a valid Credit Card held by a Customer in India, subject to the terms and conditions applicable to the same from time to time, and which has clear Credit Limit for Payments pursuant to Instructions/Information.

1.3 "**Phone Banking**" shall mean the direct telephone banking services available to a Customer from Barclaycard in India, presently under the name "Phone Banking", being subject to the terms and conditions applicable to the same from time to time.

1.4 "**Customer**" means a resident of India who is a Valid Card holder, who owns or controls a Phone which supports SMS, and who has accepted these Terms and Conditions.

1.5 "**Details**" means the Phone number and the following details pertaining to the Customer and to either a Valid Card or Barclaycard Account.

1.6 "**Information**" shall mean the information relating to and/or in respect of and/or pursuant to Bill Pay Services under the Terms and Conditions and the Specific Terms and Conditions,

provided by a Customer to merchant establishments, utilities providers, service providers, providing /intending to provide Utilities/Services to the Customer (collectively, "**Vendors**");

provided by a Customer to Barclaycard;

provided by a Customer, through Service Providers, to Vendors and/or to Barclaycard;

provided by Barclaycard to a Customer, directly or through Service Providers/Vendors;

provided by Barclaycard to Vendors, directly or through Service Providers,

provided by Vendors to Barclaycard, directly or indirectly or through Service Providers,

for the purposes of the Customer availing of Utilities/Services from Vendors, and Payment to the Vendors by the Customer for the Utilities/Services pursuant to Instructions, by debit to the Barclaycard Account as the case may be, and for the purposes of the Customer availing of non-financial transactions with Barclaycard in India relating to the Barclaycard Account

1.7 "**Instructions**" shall mean the instructions received by Barclaycard from the Customer through SMS or through any Barclaycard channel (including but not limited to Phone Banking or through or as a result of any updation of any Phone(s) number(s) or any other demographic details like e-mail

id etc.) thereby authorizing Barclaycard to register the Customer for Bill Pay Services or prepaid top-up of the Phone(s) as applicable), including by way of Information, in relation to Bill Pay Services, for Payments for Utilities/Services by Barclaycard to the Customer.

1.8 "**Payments**" or in each instance "**Payment**", means the payments that the Customer is required to make for the Utilities/Services used/availed of /to be used/availed of by the Customer, which payment the Customer intends to make by using any of the Bill Pay Services through charge/debit to the Customer's Valid Barclaycard Account.

1.9 "**Phone(s)**" shall mean phone(s) owned/in the control of the Customer which support(s) voice and data exchange offered by any Telephone Service Provider and having distinctive phone number(s) that have been provided to Barclaycard by the Customer.

1.10 "**Remembrance Facility**" shall mean an option provided by Barclaycard to Customers (in respect of certain of the Utilities/Services under Specific Terms and Conditions) where the Customer may permit Barclaycard to remember certain Details, which Details would be automatically reproduced the next time the Customer desires to make Payments in respect of such Utilities/Services.

1.11 "**Service Provider(s)**" shall mean any person appointed by Barclaycard under a principal-to-principal contract to provide any service related to the Bill Pay Services and who also has a principal-to-principal contract for services with the relevant Vendor in relation to Utilities/Services.

1.12 "**SMS**" shall mean Short Messaging Service, being a service offered by Telephone Service Provider(s) and/or any other method of electronic communication that may now or anytime in the future be offered by Telephone Service Provider(s) and be applicable to Bill Pay Services.

1.13 "**Specific Terms and Conditions**" means the specific terms and conditions applicable to each Bill Pay Service offered to the Customer from time to time. Specific Terms and Conditions are subject to change at the sole discretion of Barclaycard

1.14 "**Telephone Service Provider(s)**" shall mean any person permitted by the Government of India or any competent authority in India to provide mobile telephony services in India that support voice and/or data traffic.

1.15 "**Terms and Conditions**" means these terms and conditions and any and all annexures, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. These Terms and Conditions are supplemented by and are in addition to the Specific Terms and Conditions, which would require to be accepted by the Customer prior to availing of any specific Bill Pay Service. If there is a conflict or repugnancy between these Terms and Conditions and any Specific Terms and Conditions, such Specific Terms and Conditions would prevail for all intents and purposes in relation to the specific Bill Pay Service in question. Terms and Conditions are subject to change at the sole discretion of Barclaycard.

1.16 "**Utilities/Services**" shall mean the goods, utilities and services offered by Vendors/Barclaycard under the purview of Bill Pay Services, from time to time, either directly or through Service Provider(s), which the Customer may avail of and/or make Payment for, as the case may be, by using the Bill Pay Services.

1.17. "**Valid Card**" shall mean an unexpired credit card issued by Barclaycard in India participating in

the Visa / MasterCard Plan. The term "Valid Card" shall not include any credit card which is listed in any warning bulletin for any reason, and shall also not include any credit card on which payments are overdue and/or on which the spend is beyond the credit limit, at the time of an Instruction or charge for Payment.

1.18 "**Website**" means the website presently with the domain name [www.barclaycard.in](http://www.barclaycard.in) controlled by Barclaycard.

2.

A. Customers of Barclaycard in India, in availing of Utilities/Services from Vendors, e.g., from:

- o various merchant establishments in India such as sellers of consumer articles (e.g., books, periodicals, fashion accessories, etc.);
- o various utilities providers in India (e.g., electricity companies, telephone companies, oil companies, gas companies, etc.);
- o various services providers in India (e.g., travel agents, airline companies, etc.),

may, subject to these Terms and Conditions and the relevant Specific Terms and Conditions, opt to make Payments for such Utilities/Services by issuing Instructions to debit their Barclaycard Account or charge their Valid Card for the value of their Utilities/Services transactions, by SMS to Barclaycard through Phones, and make Payment to the concerned Vendors.

B. Where the Utilities/Services availed of/desired to be availed of by the Customer is/are such that the Customer has an arrangement with the concerned Vendor whereby the Vendor is authorised by the Customer, to periodically or from time to time, issue Instructions to Barclaycard for debit to the Customer's Barclaycard Account or charge to the Customer's Valid Card for Payment of the value of the transactions, the Customer agrees that the concerned Vendor may provide Information/Instructions to Barclaycard, whereupon Barclaycard will debit the Customer's Barclaycard Account or charge the Customer's Valid Card for the Payment to the Vendor for the value of the transactions, in accordance with and pursuant to the Information/Instructions.

C. Where a Vendor, has a specific one-time or limited offering, Barclaycard may, on a request made by the Vendor, choose to inform Customers, at its sole discretion. Should Barclaycard elect to inform Customers, it shall do so by SMS to Customers' Phones. Should Customers be willing to avail of the offering(s), Customers would be required to provide Barclaycard with an Instruction (only in a format as specified by Barclaycard in the SMS). Should the Customer issue an Instruction accepting the offering, Barclaycard will debit the Customer's Barclaycard Account or charge the Customer's Valid Card for the Payment to the Vendor of the value of the transaction, in accordance with and pursuant to the Information/Instruction.

D. Customers may from time to time, be able to avail of non-financial transactions with Barclaycard in relation to their Barclaycard Accounts and Valid Cards by issuing Instructions to Barclaycard which Instructions would be required to be in accordance with the format for the same as specified by Barclaycard from time to time. In the context of any of the aforesaid in (A), (B) or (C), the concerned Vendor may have entered into principal-to-principal arrangements with third party Service Providers with whom Barclaycard may also have entered into principal-to-principal arrangements, such Service Providers providing the communication and Instructions and Information transmission linkages between Vendors, Customers and Barclaycard, and the Customer accepts that such third party Service Providers provide the linkages for the Bill Pay Services.

### **3. Agreement by Customer to receive Bill Pay Services**

On the Terms and Conditions herein contained, Barclaycard offers the Bill Pay Services to the Customer to enable the Customer to make Payments towards Utilities/Services, in terms of and subject to acceptance by the Customer of the Specific Terms and Conditions for each distinct Bill Pay Service.

### **4. RELIANCE OF INFORMATION AND AUTHORITY TO ACT:**

The Customer hereby confirms that the Phone number(s) and/or Information provided to Barclaycard by the Customer, is/are in relation to the Bill Pay Services, and is/are owned/in the control of the Customer.

The Customer further confirms that, unless otherwise expressly informed to Cit ibank by the Customer, any communication (whether by SMS or otherwise) from and to the said Phone(s) is and shall be with the knowledge of and within the control of the Customer. The Customer hereby also undertakes to inform Barclaycard immediately upon any of, change in the Phone number(s), loss of the Phone(s), the Phone(s) being outside the control of the Customer and/or any other change, circumstances or event that may affect the provision of the Bill Pay Services to the Customer. Until Barclaycard has received information as above from the Customer and Barclaycard has intimated in writing to the Customer as having taken the same on record, the Customer shall, in all circumstances, be fully responsible, and accepts full responsibility, for any and all Instructions/Information sent to and/or received by Barclaycard from and in respect of the Phone(s), directly or indirectly and whether from a Customer, Vendors and/or through Service Providers, and hereby authorizes Barclaycard to act on the Instructions and Information and process any and all transactions, make Payments for Utilities/Services, debit/charge the Customer's Barclaycard Account/Valid Card and do any and all such things and take all such actions as may be necessary to carry out Instructions and act upon Information including, but not limited to, obtaining all requisite Information and using such Remembrance Facility(ies) as may be necessary and shall not hold Barclaycard, the Utility/Service nor the intermediary service provider liable in any manner whatsoever. The Customer shall not contest the same in any manner whatsoever, and, accepts that Barclaycard is not at all, in any circumstances obliged to, and accordingly will not, verify and/or authenticate any Information or Instructions under any circumstances whatsoever, and further that for any of the following that does not originate or is issued from within Barclaycard, Barclaycard will not be liable for any misuse, interception, tampering with, and/or unauthorized use of SMS, Information/Instructions/Bill Pay Services either at the end of Vendors, Service Providers, Customers, or otherwise.

### **5. STORAGE AND USAGE OF INFORMATION AND INSTRUCTIONS:**

The Customer understands, agrees and confirms that Barclaycard may, in its sole discretion, record in such mode and manner and retain and use in any manner for such period of time as deemed fit by Barclaycard, any and all Information and Instructions relayed from and to the Phone(s). The Customer further confirms and agrees that Information and Instructions as well as the data so stored may be used and relied upon by Barclaycard as conclusive proof and binding for all purposes, and made known by Barclaycard, together with all relevant, pertinent and associated information and particulars as to Customers, to any persons who may reasonably require the same, including to courts and regulators and government authorities, and to service providers of Barclaycard including Service Providers, and/or otherwise produced by Barclaycard in evidence

and/or relied upon in any legal proceedings. In the context of this clause, the Customer shall not hold the Utility/Service, the Service Provider or Barclaycard liable in any way whatsoever in view of the Bill Pay Services being provided/offered at the request of the Customer.

## **6. AUTHORITY TO OFFER SERVICES AND EFFECT CHANGES:**

The Customer understands and accepts that if the Customer chooses to perform any transaction or issue any Instructions based thereon under any Bill Pay Service, the Customer shall be bound by the Terms and Conditions and by any and all applicable Specific Terms and Conditions. The Customer acknowledges and confirms that the Customer does not have any objection whatsoever to the Vendors providing the billing details and/or Information to Barclaycard for effecting the Bill Pay Services and further that, while Barclaycard shall take all reasonable steps to ensure accuracy of the billing details and/or Information, Barclaycard shall not be held liable for any loss or damage of any nature that the Customer may incur/suffer in the event such billing details and/or information turns out to be inaccurate/incorrect. The Customer acknowledges and confirms that the Customer has on the Website, read, and shall read as and when updated and/or posted, and has unconditionally accepted and will unconditionally accept and be bound by the Terms and Conditions and each of the Specific Terms and Conditions governing specific Bill Pay Services made available to and used by the Customer and further confirms that the Customer shall avail of the Bill Pay Services on the bases of the Terms and Conditions and the Specific Terms and Conditions so stated. The Customer understands that Barclaycard may amend/modify/substitute the Terms and Conditions and/or the Specific Terms and Conditions as may be required by it, and the Customer agrees to be unconditionally bound by the same as applicable to the Bill Pay Services from time to time.

The Customer hereby authorizes Barclaycard to send the Customer SMS to the Phone(s) with regard to the provision of any Bill Pay Service until specifically instructed otherwise in writing that the Customer does not wish to avail of any specific Bill Pay Service.

## **7. GENERAL:**

7.1 Barclaycard will endeavour to effect Payments/act in terms of Instructions received by it, within such time as may be specified under the Specific Terms and Conditions applicable to each Bill Pay Service.

7.2 However, Barclaycard does not warrant that Payment/fulfillment of Instructions will not be delayed, including for reasons beyond its control. As the Instructions/Information would depend on various electronic technology used from time to time, there could be delays and snags in receipt/transmission of any Information/Instructions to and from Barclaycard, the Customer, Vendors and/or Service Providers. Further, Barclaycard does not warrant the receipt of Instructions/Information. Barclaycard shall not be held liable or responsible for any failure or delay, whether directly or indirectly caused by any circumstances beyond the control of Barclaycard, including, but not limited to, acts of God, systems and communications breakdowns, failures or disruptions, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labour, lockouts or other labour troubles, earthquakes, fires or accidents. Barclaycard shall not be liable or responsible to the Customer for any loss, damage whether direct or indirect, costs, charges or expenses, due to or occasioned by delay/inability, under any circumstances.

7.3 Vendors may from time to time and in particular instances, specify the date on which Payment is to be made and, notwithstanding any Instructions given by the Customer in this regard,

Barclaycard shall have the authority from the Customer to cause Payment only on the date specified by the Vendor.

7.4 Barclaycard may, at its discretion, not make a Payment and shall communicate such decision to the Customer as soon as practicable. Barclaycard shall not be liable for loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

7.5 In the event that the Customer makes a Payment by using any of the Bill Pay Services and such payment is rejected or returned by the Vendor for any reason whatsoever, Barclaycard shall refund the amount of the Payment to the Customer by credit to the Barclaycard Account/ Valid Card, as the case may be, upon receipt of the same from the Vendor, and shall not be liable for any late charges, penalty, loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.

7.6 Barclaycard reserves the right to, from time to time, limit the amount and frequency of Payments that a Customer may make by using the Bill Pay Services.

7.7 Without prejudice to the generality of these Terms and Conditions, processing of all the Instructions is subject to the availability of free, clear and available funds/limits in the Customer's Barclaycard Account or Valid Card, as the case may be. In the event of clear funds/limits not being wholly available, Barclaycard shall not process the Instructions and shall not make Payments. Barclaycard is not obliged to transfer Instructions with respect to a Valid Card to a Barclaycard Account or vice versa.

7.8 Barclaycard neither endorses any of the Utilities/Services offered, nor makes any manner of recommendations and/or warranties, representations or assurances in respect of the same and/or Vendors and Service Providers of Vendors. Barclaycard is not in any manner party to the contracts or agreements or understandings that may be executed and/or arrived at between the Customer and Vendors and Vendors and their Service Providers. The Vendors shall be solely responsible to the Customer to render the Utilities/Services for which Payment is to be made under these Terms and Conditions and the Specific Terms and Conditions and Barclaycard shall not be responsible and liable for any deficiency or defect in the same including, but not limited to, delayed, deficient or defective quality, delivery, quantity etc., and shall not be made party to any disputes between the Customer and any Vendors and/or Service Providers of Vendors. The Customer shall not hold Barclaycard liable for any non-service, delayed service, faulty service or defective or damaged goods rendered by Vendors and/or their Service Providers, and shall not contact, communicate in any manner whatsoever, inter alia, by electronic mail, telephone, post, Phone, SMS, or personal meeting with Barclaycard in this regard.

7.9 The Customer shall ensure that Barclaycard's charges are duly paid to Barclaycard, in the manner and within the time stipulated by Barclaycard, and Barclaycard shall, without prejudice to the Customer's obligation in this respect, be entitled to debit the Customer's Barclaycard Account/Valid Card for the charges or recover its charges from the Customer in any manner as it, at its discretion deems fit. If the Customer defaults in making payment of the charges to Barclaycard, Barclaycard shall be entitled (without prejudice to any other right or remedy it may have) to charge the Customer late payment interest at the applicable rate for delayed payment on all late payments, from the date the charge was required to be paid until the actual date of payment.

7.10 The Customer understands and acknowledges that any and/or all the Service Providers may

require intermediate authentication codes/devices for the Bill Pay Services and may provide the same to the Customer to be used to perform transactions under the Bill Pay Services. The Customer hereby confirms and understands that Barclaycard is, in no way, able to control or regulate such authentication codes/devices and shall, consequently not be, in any way, liable or responsible for actions performed by the Customer/Vendors/Service Providers utilizing the same.

7.11 Barclaycard shall be entitled to rely upon all Information/Instructions, SMS, and other electronic communications, messages to Barclaycard from the Customer whether received by e-mail, SMS, on Phone Banking or otherwise, in the manner prescribed for the same from time to time by Barclaycard, and Barclaycard shall not be obliged to verify or make further inquiry into the identity of the sender, or the message or communication integrity or authenticity. The Customer shall in no circumstance dispute such reliance by Barclaycard. The Customer shall be responsible for the Phone, and any usage of the same, whether by a third party or any other person, under any circumstances shall be deemed to be a usage by the Customer. Without prejudice to Clause (4) above, it shall be the sole responsibility of the Customer to inform Barclaycard in writing about any change with regard to the Phone(s) and Barclaycard shall not be, in any way, liable or responsible for any loss, damages, costs, charges or expenses suffered/incurred by the Customer by reason of his failure to do so.

7.12 Barclaycard shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage whatsoever sustained by the Customer by any direct or indirect use of or reliance on any electronic communication, orders or messages whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in various communications and Barclaycard specifically excludes the same to the fullest extent permitted by law even if Barclaycard shall have been advised in advance of the possibility of such damages.

7.13 Barclaycard reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the Bill Pay Services offered by Barclaycard from time to time.

7.14 Barclaycard reserves the right, to, at any time, suspend for any duration any or all of the Bill Pay Services offered by Barclaycard, without any specific or prior notice to the Customer in this regard.

7.15 Barclaycard reserves the right, to, at any time, terminate any or all of the Bill Pay Services offered by Barclaycard, without any specific or prior notice to the Customer in this regard.

7.16 Barclaycard reserves the right to, from time to time at its sole discretion, but with prior intimation to the Customer, charge fees in consideration for the provision of any and/or all of the Bill Pay Services.

7.17 The Customer shall provide Barclaycard with such information and/or render such assistance as is required by Barclaycard for the performance of its obligations for the provision of the Bill Pay Services.

7.18 While Barclaycard shall endeavour to ensure that the Payments for Utilities/Services would be permitted in the various modes made available under these Terms and Conditions and the Specific Terms and Conditions, Barclaycard may, however, restrict the Payment for certain Utilities/Services in certain modes from time to time. Further, Barclaycard may, from time to time, withdraw or add modes of Payment under these Terms and Conditions and the Specific Terms and Conditions.

7.19 These Terms and Conditions shall be in addition to and not in derogation of the terms and conditions applicable to other services offered by Barclaycard.

7.20 Barclaycard may, in its sole discretion, accept any cancellation request by the Customer, provided that Barclaycard has not already made Payment. Barclaycard will not be liable for late charges, penalty, loss, damage (whether direct or indirect), costs, charges or expenses incurred by the Customer arising out of such cancellation. The Customer shall not dispute the mode and manner in which such cancellation requests may be required by Barclaycard and shall be bound by the same.

#### **8. INDEMNITY:**

In consideration of Barclaycard agreeing to provide to the Customer the facility of Bill Pay Services, the Customer hereby irrevocably agrees, to indemnify and keep Barclaycard indemnified and harmless, at all times hereafter, from all losses, damages, costs, charges and consequences, legal fees and expenses, whatsoever, suffered or incurred by Barclaycard on account of any claims, actions, suits or otherwise instituted by the Customer, or by any third party whatsoever, arising out of or in connection with the Bill Pay Services and any and all transactions initiated by the use of the Bill Pay Services, Instructions/Information, cancellations, messages and communication whether with or without the knowledge of the Customer, or whether the same have been initiated *bona fide* or otherwise. The Customer further agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Customer notwithstanding any withdrawal, either partially or in totality, of and from the facility of Bill Pay Services.

#### **9. NO WARRANTY:**

Without prejudice to anything contained in these Terms and Conditions, Barclaycard makes no express or implied warranty with respect to the Bill Pay Services including, without limitation, any warranties of non-infringement of third party rights, title, marketability, satisfactory quality, fitness for a particular purpose.

#### **10. NO LIABILITY:**

Without prejudice to any other provisions hereof, Barclaycard shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Bill Pay Services and/or these Terms and Conditions. Notwithstanding the generality of the above, Barclaycard expressly excludes liability for claimed consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings.

#### **11. CONFIDENTIALITY AND DISCLOSURE:** Without prejudice to Clause (5) above,

11.1 to the extent not prohibited by applicable law, Barclaycard shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilization of the Bill Pay Services including any Information/Instructions, to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Barclaycard, Service Providers and other third parties selected by Barclaycard, wherever situated, for confidential use in and in connection with the Bill Pay Services, and

11.2 Barclaycard shall be entitled at any time to disclose any and all information concerning the

Customer within the knowledge and possession of Barclaycard (a) to any party in connection with the Bill Pay Services facility provided by Barclaycard to the Customer, including *inter alia*, information relating to the cause for termination of Bill Pay Services, (b) to any other bank/association/financial institution or any other body in respect of any negative information in respect of the Customer.

11.3 This clause and Clause (5) will survive the termination of this Agreement.

## **12. GENERAL:**

**12.1 Force Majeure:** Without prejudice to Clause (7.2) above, Barclaycard shall not be liable for any failure to perform any of its obligations under these Terms and Conditions or any Specific Terms and Conditions if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations, at the election of Barclaycard shall either be terminated, or shall be suspended for so long as the Force Majeure Event continues. Barclaycard shall as soon as practicable inform the Customer of the existence of a Force Majeure Event. "**Force Majeure Event**" includes but is not limited to any event due to any cause beyond the control of Barclaycard, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

### **12.2 Waiver:**

A failure by Barclaycard to exercise or enforce any rights conferred upon it by these Terms and Conditions or the Specific Terms and Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

### **12.3 Survival After Termination:**

Clauses which are intended to survive the term and termination of these Terms and Conditions shall survive the term and termination hereof.

### **12.4 Updating of General Information in Barclaycard Systems:**

Information/Instructions under or in respect of the Bill Pay Services, including the details of the e-mail identity of the Customer and the Phone number(s) could be updated in the general systems of Barclaycard. The Customer agrees that Barclaycard may use all such information for the offering of other services and facilities available with Barclaycard to the Customer from time to time.

### **12.5 The Customer's acceptance of these Terms and Conditions and of any Specific Terms and Conditions:**

If these Terms and Conditions and any Specific Terms and Conditions and any changes or modifications thereto, are accepted on the Website, the Customer's acceptance of these Terms and Conditions and of any Specific Terms and Conditions, and/or changes or modifications thereto, shall be deemed by the clicking of the "I accept" functionality of the Website. Barclaycard shall not be responsible or liable for checking or confirming the authenticity of such acceptance.

Furthermore, the above Terms and Conditions and any Specific Terms and Conditions and any changes or modifications thereto shall also be deemed to have been accepted by such Customers who have already registered for Bill Pay Services in the past or who have utilized the said Bill Pay Services through any of the Barclaycard channels in the past, with or without any formal acceptance of the same. Also, Customers having updated demographic details such as Phone(s) number(s), mobile Phones Numbers, email Ids the past or likely do so in the future through any Barclaycard channels shall be covered by these terms and conditions and shall be deemed to have been unequivocally accepted by the Customer.

**12.6 Governing law and jurisdiction:**

The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the competent Courts at Mumbai, India which courts shall have jurisdiction in the matter to the exclusion of any other courts, irrespective of whether such other courts have similar jurisdiction in the matter.