

# **Terms of Service**

# **Industrial Investment Trust Limited**

CIN: L65990MH1933PLC001998 Regd. Off: 101A, The Capital, G-Block, Plot no.C-70 Bandra Kurla Complex, Bandra (East) Mumbai Mumbai City MH 400051

Website: www.iitlgroup.com

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Recommended By	CEO – NBFC Operations
Approval By	Board - Meeting Dated: 09/09/2024

For INDUSTRIAL INVESTMENT TRUST LTD.

Authorised Sign

CIN No. L65990MH1933PLC001998

Regd. Office: Office No. 101A, "The Capital", G-Block, Plot No. C-70, Bandra Kurla Complex,

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#### **TERMS OF SERVICES**

# Terms of Service for e-NACH Payment Services Integration

#### 1.Introduction

This document outlines the terms and conditions governing the integration and use of e-NACH (Electronic National Automated Clearing House) payment services provided by INDUSTRIAL INVESTMENT TRUST LIMTIED ("Company" or "IITL") in partnership with AXIS BANK ("Bank") & DIGIO. By accessing and using the e-NACH services, the Customer agrees to be bound by these terms and conditions.

# 2. Definitions

- e-NACH: Electronic National Automated Clearing House, a digital payment service enabling customers to authorize recurring payments.
- Customer: Any individual or entity that uses the e-NACH services through the Company's platform.
- Bank: The financial institution providing banking services and facilitating e-NACH transactions.
- Services: The integration, processing, and management of e-NACH payments between the Customer, Company, and Bank.

## 3. Scope of Services

The Company will integrate e-NACH payment services into its platform, allowing Customers to authorize recurring payments directly from their bank accounts. The Company will work in conjunction with the Bank to ensure smooth operation, including the initiation, processing, and management of e-NACH mandates and payments.

### 4. Responsibilities of the Company

- Integration: The Company will handle the technical integration of e-NACH services with the Bank's systems, ensuring compliance with applicable regulations.
- Compliance: The Company will ensure that all e-NACH transactions are processed in accordance with relevant laws, regulations, and guidelines issued by the Reserve Bank of India (RBI).
- Customer Support: The Company will provide support to Customers for the initiation and management
  of e-NACH mandates, including troubleshooting issues related to payment processing.
- Security: The Company will implement necessary security measures to protect Customer data and ensure the confidentiality of e-NACH transactions.

# 5. Responsibilities of the Bank

- Processing Payments: The Bank will be responsible for processing e-NACH payments as per the mandates authorized by the Customers.
- **Compliance**: The Bank will adhere to all regulatory requirements regarding e-NACH services, including KYC norms and anti-money laundering regulations.
- Settlement of Funds: The Bank will ensure timely settlement of funds to the Company's account as per the agreed timelines.
   For INDUSTRIAL INVESTMENT TRUST LTD.

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**Authorised Signatories** 

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## 6. Customer Obligations

- Authorization: The Customer agrees to provide accurate and valid information for the authorization of e-NACH mandates.
- **Sufficient Balance**: The Customer must ensure that their bank account has sufficient balance to cover the payments authorized through e-NACH.
- Notification of Changes: The Customer must promptly notify the Company of any changes in bank account details or if they wish to cancel or modify the e-NACH mandate.

## 7. Fees and Charges

- **Service Fees**: The Company may charge the Customer a service fee for using e-NACH services. The fee structure will be communicated to the Customer in advance.
- Bank Charges: Any charges levied by the Bank for processing e-NACH transactions will be the responsibility of the Customer.

#### 8. Limitation of Liability

- Company Liability: The Company will not be liable for any losses or damages arising from delays or failures in e-NACH payment processing due to technical issues, insufficient funds, or incorrect information provided by the Customer.
- Bank Liability: The Bank will not be responsible for any losses incurred due to the Customer's failure to
  comply with e-NACH mandate requirements or insufficient funds in the Customer's account.

#### 9. Termination

- **Termination by the Company**: The Company reserves the right to terminate the Customer's access to e-NACH services if there is a breach of these terms or any misuse of the service.
- **Termination by the Customer**: The Customer may terminate their use of e-NACH services by providing written notice to the Company, subject to the completion of any pending transactions.

# 10. Governing Law and Jurisdiction

These terms shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Mumbai, Maharashtra.

#### 11. Amendments

The Company reserves the right to amend these terms of service from time to time. Customers will be notified of any changes, and continued use of e-NACH services will constitute acceptance of the revised terms.

#### 12. Contact Information

For any queries or support related to e-NACH services, Customers can contact the Company at info@iitlgroup.com

For INDUSTRIAL INVESTMENT TRUST LTD.

Authorised Signatories

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