

Baroda M CLIP wallet SERVICE USER AGREEMENT

This Bank Of Baroda User Agreement ("Agreement") is a legal contract between you ("you," "your") and Bank Of Baroda, service providers, processors, suppliers or licensors (or their respective affiliates, agents, directors or employees) collectively termed "Baroda M CLIP wallet" and governs your use of the Baroda M CLIP wallet Mobile Money Account and Payment Services ("Baroda M CLIP wallet Service/Services"). Please read these terms and conditions carefully before using this service.

We reserve the right to make changes to Baroda M CLIP wallet Services as well as changes to the Terms and Conditions at any time.

By accessing and using the Baroda M CLIP wallet mobile app, or other Baroda M CLIP wallet services, you indicate that you accept unconditionally and irrevocably these terms of Service (hereinafter known as the 'Agreement').

The sections in this document explain all the terms that govern your use of Baroda M CLIP wallet Services and the legal terms that describe the limitations in our liability to you.

1. Baroda M CLIP wallet ACCOUNT REGISTRATION

To use Baroda M CLIP wallet Services, you must first register with Baroda M CLIP wallet. Once you successfully register, Baroda M CLIP wallet will create a Baroda M CLIP wallet virtual account for you called the Baroda M CLIP wallet Mobile Money Account ("Baroda M CLIP wallet MMA/MMA") and allow you to link your bank cards issued by Bank Of Baroda ("Linked cards") to your Baroda M CLIP wallet MMA and add money to your Baroda M CLIP wallet MMA. Your Baroda M CLIP wallet MMA is a virtual semi closed prepayment instrument. You can pay certain participating merchants ("Merchants") with either the Linked Cards or the money in your Baroda M CLIP wallet MMA. During registration we will ask you for information including your name, mobile phone number, and other personal information. You must enter accurate and complete details in all required entry fields. It is also your responsibility to maintain the information in your profile up-to-date and correct. Anytime during the registration process or anytime later, if we find that the information provided by you is inaccurate or incomplete, we reserve the right to suspend or terminate your Baroda M CLIP wallet services.

By providing your phone number and email address, you authorize Baroda M

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CLIP wallet to take steps to verify your phone and email details including authorization to initiate an SMS from your mobile phone during registration.

2. USE OF LINKED CARDS

Once you link your bank issued credit or debit cards (Linked Card(s)), you can use these cards to load money to your Baroda M CLIP wallet MMA or directly pay Merchants. You can link credit, debit, or prepaid cards issued by Bank Of Baroda in India and bearing the brand logo and trademarks of VISA Inc., or MasterCard International Inc. ("Networks"). We can at any time update the list of card brands we support. All transactions done using your Linked Cards are subject to the Terms and Conditions set by the Networks, the service provider, and Bank Of Baroda (collectively the "Issuers") that issued you the card. You are responsible for complying with those Terms and Conditions and any charges or fees imposed by the Issuers.

These terms and conditions are in addition to and not in derogation with the terms and conditions of the products and services including the Prepaid Instrument, Net Banking, Mobile Banking as may be specified by Bank Of Baroda from time to time.

3. USE OF THE Baroda M CLIP wallet MMA

The Baroda M CLIP wallet MMA is issued to and can be used only by legal residents of India. By opening an account and providing the required information, you confirm that you are a legal resident of India and are authorized to open bank accounts in India. Baroda M CLIP wallet MMA and services thereto can be used only within the states and territories of India. You are responsible for complying with these Terms and Conditions and any charges or fees imposed by Baroda M CLIP wallet MMA.

By registering for and using Baroda M CLIP wallet you also confirm that you will not make any payments to any businesses involved in or for any activities related to (a) any illegal activity, (b) gambling (c) adult sites (d) online gaming (e) prohibited services (f) betting including lottery tickets (g) foreign currency trading.

Baroda M CLIP wallet Merchants may choose to offer loyalty programs, rewards, discounts, special sale offers ("OFFERS") to Baroda M CLIP wallet users. All such Offers are directly delivered to you by the Merchants and not by Baroda M CLIP wallet. Any questions, concerns or complaints you may have regarding these Offers must be directly addressed to the Merchants. Baroda M CLIP wallet has no responsibility for such Offers, has no influence or control over the

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Merchants and their Offers. All such Merchant Offers have no cash value, and Merchant may choose to discontinue or withdraw its Offer at any time.

Anytime, if we find that Baroda M CLIP wallet Services are being used in an unauthorized manner or at prohibited locations, we reserve the right to suspend or terminate your Baroda M CLIP wallet Services and close your account.

Baroda M CLIP wallet offers the MMA as per the extant RBI guidelines. You can load your Baroda M CLIP wallet MMA up to Rs. 50,000. Presently the funds in the MMA cannot be accessed at an ATM.

4. AUTHORIZING A PURCHASE

By selecting the Baroda M CLIP wallet purchase option at a Merchant, or the Merchant tab within the Baroda M CLIP wallet app, you authorize a charge to your Linked Card(s) or the Baroda M CLIP wallet MMA as required to complete the purchase. In all transactions where you are entitled to a credit to your card or MMA, you authorize us to initiate the credit.

5. Baroda M CLIP wallet PURCHASE INFORMATION

By choosing to register, use and pay with Baroda M CLIP wallet MMA or Linked Cards, you give us permission to share with Merchants all legally permitted information regarding your purchases.

6. FEES FOR USE OF Baroda M CLIP wallet SERVICES

At this time, this service is being offered to you at no cost to you. Baroda M CLIP wallet reserves the right to change the terms of services and fees charged for the various services.

7. UNAUTHORIZED OR ILLEGAL USE AND RELATED AUTHORIZATIONS

You agree to use Baroda M CLIP wallet only in compliance with all rules, financial service regulations, guidelines of the Reserve Bank of India, Bank Of Baroda Bank, Networks, Baroda M CLIP wallet and all laws of India and the various states in India.

At any time, without any notice, we may decide not to process any of your transactions, and block your MMA/account and any future transactions if we believe that it is in violation of this Baroda M CLIP wallet Agreement. We may, without any notice, also choose to block the transactions, your MMA/account, and any future transactions if we believe that it exposes you, the Baroda M

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CLIP wallet Issuers, Merchants, or other Baroda M CLIP wallet users to any harm. Harm includes but is not limited to financial loss, compromise of privacy of personal information.

You agree that Baroda M CLIP wallet Services are provided primarily for your use under the terms of this Agreement and your registration is associated with the email, mobile phone number and one or more devices you register for use. You agree that under no circumstance will you share your Baroda M CLIP wallet access credentials or permit others to use your identity in the use of Baroda M CLIP wallet Services. If found violating this Agreement, we may choose to prevent you from using Baroda M CLIP wallet Services any further. Also you agree that you are solely responsible for any consequences resulting from such unauthorized use.

In all such situations, if we reasonably believe that your MMA Baroda M CLIP wallet or information has been used in an unauthorized manner, you give us express authorization to share all available information about you, your Baroda M CLIP wallet MMA and your transactions with any law enforcement agency.

8. CUSTOMER SERVICE AND SUPPORT

You understand and agree that our customer services are limited to the use of Baroda M CLIP wallet Services. We are not responsible for the goods and services that you purchase using Baroda M CLIP wallet MMA. The Merchants that you choose to purchase the goods and services from are responsible for all customer services related to those goods and services, including order fulfilment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and issues concerning experiences with a Merchant's personnel, policies, or processes. The Network, and/or other entity issuing your Linked Card, is responsible for customer service related to your Linked Card.

9. OUR DISCLOSURES AND NOTIFICATIONS

By acceptance of this Agreement, you confirm that you have read and understood and agree with the Bank Of Baroda terms of this policy. As Per this policy, we may provide all notifications and legal disclosures about your Baroda M CLIP wallet Services to you electronically. This includes but is not limited to notifying you on your mobile phone, through the Baroda M CLIP wallet app, via your email addresses registered with us, or posting on websites.

10. USER CONTENT

You agree that Baroda M CLIP wallet services are provided primarily for your use and you shall not upload any photos, videos, audio or other digital content unless you have created the content yourself or are clearly in possession of the necessary rights to use such content. If found violating this Agreement, we may choose to prevent you from using Baroda M CLIP wallet any further without giving any notice to you. Also you agree that you are solely responsible for any consequences resulting from any unauthorized use of such content.

11. SUPPORTED DEVICES AND DATA SERVICES

We reserve the right to choose the devices, software platforms, versions, networks, methods, and data services that will be supported in Baroda M CLIP wallet. From time to time we will publish the officially supported tools, technologies, and versions of these requirements. You will comply with these requirements at all times. Any attempts to work around these published requirements or to modify unsupported versions for use in Baroda M CLIP wallet will be treated as an unauthorized use and a violation of this Agreement. Your use of Baroda M CLIP wallet may be further subjected to the terms of these other requirements and your contracts with them.

There will be no obligation on Baroda M CLIP wallet to support all or any versions of the web-browser/s or mobile software as may be required for offering Service(s)/ providing access to application. You acknowledge that the underlying software as well as web-browsers or mobile software's required for accessing the Application / availing the Service/s are the legal property of the respective vendors.

12. INFORMATION SECURITY

We have deployed processes and technology to prevent unauthorized use or accidental disclosure of your personal information provided to or created by using Baroda M CLIP wallet. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you are providing your personal information of your own free will and at your own risk.

13. TERMINATION

We retain the right to terminate your access to Baroda M CLIP wallet for any

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reason or no reason. If and when terminated, you agree to continue to be bound by this Agreement, immediately stop using Baroda M CLIP wallet services, and agree that any rights provided to you under this Agreement will immediately end. Further, you agree that our obligation to you are limited only to the refund of any money that are due to you after all your transactions are settled, and to comply with prevailing laws that apply to the privacy and protection of your personal information provided to Baroda M CLIP wallet.

You have the right to terminate this Agreement by stopping the use of Baroda M CLIP wallet services and following the then applicable processes provided by us to close your account.

You agree that we have no liability to you for any form of damages, compensation, penalty, and reimbursement in connection with your use of Baroda M CLIP wallet services.

You also agree that under no circumstance are you exempted from any obligations to pay fees, costs, complete the transactions, or pay any other money owed by you under this Agreement.

14. LICENSE TO USE Baroda M CLIP wallet

Your license to use the Services is limited. As per this Agreement you have been granted a non- exclusive, cancellable, non-transferable license to use Baroda M CLIP wallet Services. You shall not, or permit any third-party to (i) sublicense, (ii) resell, (iii) modify, (iv) copy, (v) publish, (vi) publicly display, (vii) upload, (viii) transmit, (ix) post, (x) distribute, (xii) transfer rights granted to you under this Agreement (xiii) work around or bypass technical limitations either by manual processes and / or using technology and tools (xiv) permit third-parties to benefit via resell, rent, lease, timeshare, or service bureau agreements (xv) take any actions not permitted under this agreement that may either intentionally or inadvertently affect the terms and conditions and / or permitted use of Baroda M CLIP wallet by you or others (xvi) decompile, disassemble, or reverse engineer develop extensions or derivative works of any Baroda M CLIP wallet content, information, materials, design, concepts, processes, color or design themes, text, fonts, images, icons, transaction sequence, user interfaces, or user experience (xvii) violate any third-party rights including without limitation the right to privacy. Further you shall take no actions that may affect the quality of service by increasing disproportionate load, introducing vulnerabilities in the permitted device of use, the service infrastructure, create denial of service situations in Baroda M CLIP wallet.

Baroda M CLIP wallet is brought to you by Bank Of Baroda and their service

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partners. You have been given a restricted license to use the Baroda M CLIP wallet as per the terms of this Agreement. Bank Of Baroda and their service partners own the title, copyright and other worldwide Intellectual Property Rights. Intellectual Property Rights include all patent rights, copyrights, trademarks, service marks, trade secret rights that exist today in Baroda M CLIP wallet and those that may be created in the future. Any violation of these rights constitutes a breach of this Agreement.

15. INDEMNITY

You shall indemnify, defend, and hold harmless Baroda M CLIP wallet Issuers and service providers including employees, directors, agents, affiliates, and authorized representatives from any and all claims, costs, judgments, penalties, tax assessments, damages, losses, interest and expenses including reasonable attorney fees without limitation arising out of any claims, actions, audits, investigations, inquiry, or other proceedings initiated by individuals or other entities arising out of or relating to your use of Baroda M CLIP wallet, as a consequence of or by reason of providing Service or any alleged breach of the terms of this Agreement.

16. REPRESENTATION AND WARRANTIES

You represent that (a) you are at least 10 years of age, (b) you are eligible to register and use Baroda M CLIP wallet services and have the right, power, understanding, and ability to enter into this Agreement of your own free will (c) the personal information provided by you during registration and at all times during the use of Baroda M CLIP wallet is your own and you have the right to use it (d) you will use Baroda M CLIP wallet per the terms of this Agreement (e) you will not undertake any actions to violate the Baroda M CLIP wallet Agreement.

17. WARRANTIES

Baroda M CLIP wallet SERVICES ARE PROVIDED ON AN "AS IS" AND ON A "WHEN AVAILABLE" BASIS. USE OF Baroda M CLIP wallet IS AT YOUR OWN RISK. Baroda M CLIP wallet IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO (a) IMPLIED WARRANTIES OF MERCHANTABILITY, (b) APPLICABILITY FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Baroda M CLIP wallet OR ITS ISSUERS OR OTHER RELATED SERVICE PROVIDERS WILL

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CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Baroda M CLIP wallet, ITS ISSUERS, ITS PROCESSORS, ITS PROVIDERS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT Baroda M CLIP wallet WILL MEET YOUR REQUIREMENTS; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT Baroda M CLIP wallet SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; OR THAT Baroda M CLIP wallet IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF Baroda M CLIP wallet IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

Baroda M CLIP wallet DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH Baroda M CLIP wallet OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND Baroda M CLIP wallet WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Baroda M CLIP wallet, ITS ISSUERS, ITS PROCESSORS, ITS SUPPLIERS, OR ITS LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF Baroda M CLIP wallet. UNDER NO CIRCUMSTANCES WILL Baroda M CLIP wallet BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF Baroda M CLIP wallet, YOUR Baroda M CLIP wallet ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

18. LIMITATION OF LIABILITY AND DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Baroda M CLIP wallet, ITS ISSUERS, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF Baroda M CLIP wallet; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM Baroda M CLIP wallet; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH

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Baroda M CLIP wallet BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE

AVAILABLE THROUGH Baroda M CLIP wallet; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL Baroda M CLIP wallet, ITS ISSUERS, ITS PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING INR 500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF Baroda M CLIP wallet HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Baroda M CLIP wallet is controlled and operated from facilities in India. Baroda M CLIP wallet makes no representations that Baroda M CLIP wallet is appropriate or available for use in other locations. Those who access or use Baroda M CLIP wallet from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable laws of the Republic of India and local laws and regulations, including but not limited to export and import regulations. You may not use Baroda M CLIP wallet if you are a resident of a country embargoed by India, or are a foreign person or entity blocked or denied by the government of India. Unless otherwise explicitly stated, all materials found on Baroda M CLIP wallet are solely directed to individuals, companies, or other entities located in India.

19. DISPUTES

“Disputes” between you and Baroda M CLIP wallet are defined for the purposes of this Agreement to include any claim, controversy, or disagreement (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Baroda M CLIP wallet including but not limited to any claims relating in any way to this Agreement (including its breach, termination, or interpretation), any other aspect of our relationship, Baroda M CLIP wallet advertising, and any use of Baroda M CLIP wallet software or services. “Disputes” also include any claims that arose before this Agreement and that may arise after termination of this Agreement. In the event of any dispute, Baroda M CLIP wallet records shall be binding as the conclusive evidence of the transactions carried out for availing the Services in the absence of clear proof that Baroda M CLIP wallet records are erroneous or incomplete.

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If a dispute of any kind arises, we want to address your concerns effectively and in a timely manner. Please contact the Baroda M CLIP wallet Support Centre at barodamclip@wibmo.com for any disputes. If we cannot resolve your concerns in a reasonable amount of time, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration.

20. BINDING INDIVIDUAL ARBITRATION

You and Baroda M CLIP wallet agree to arbitrate all Disputes. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON A INDIVIDUAL BASIS; If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be removed, and the remaining arbitration terms shall be enforced. All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator appointed by Baroda M CLIP wallet according to this provision and the applicable arbitration rules for that forum. All arbitration hearing will occur in Mumbai, India, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. For purposes of this arbitration provision, references to you and Baroda M CLIP wallet also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of Baroda M CLIP wallet services.

21. GOVERNING LAW

This Agreement and any Dispute will be governed by the Laws of India.

22. LIMITATION OF TIME TO INITIATE A DISPUTE

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within six months of the Dispute.

23. RIGHT TO AMEND

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Baroda M CLIP wallet with notice that we in our sole discretion deem to be reasonable in the circumstances, including such notice on our website at www.bankofbaroda.co.in or any other website maintained or owned by us for the purposes of providing services in terms of this Agreement. Any use of Baroda M CLIP wallet after our publication of any such changes

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shall constitute your acceptance of this Agreement as modified. However, any Dispute that arose before the modification shall be governed by the Agreement (including the binding individual arbitration clause) that was in place when the Dispute arose.

24. ASSIGNMENT

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Baroda M CLIP wallet without restriction.

25. THIRD-PARTY SERVICES AND LINKS TO OTHER WEBSITES AND MOBILE APPS

You may be offered services, products and promotions provided by third parties and not by Baroda M CLIP wallet ("Third Party Services"). If you decide to use these Third Party Services you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that Baroda M CLIP wallet is not responsible for the performance of these services. Baroda M CLIP wallet services may contain links to third party websites and mobile apps as a convenience to you. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Baroda M CLIP wallet. You agree that you access any such linked services at your own risk, and that the third-party service is not governed by the terms and conditions contained in this Agreement. Baroda M CLIP wallet expressly disclaims any liability for these services. Please remember that when you use a link to go from Baroda M CLIP wallet to another service, our Privacy Policy is no longer in effect. Your browsing and interaction on any other service, including those that have a link on Baroda M CLIP wallet, is subject to that service's own rules and policies.

26. OTHER PROVISIONS

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and Baroda M CLIP wallet, and they describe the entire liability of Baroda M CLIP wallet and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of Baroda M CLIP wallet. In the event of a conflict between this Agreement and any other Baroda M CLIP wallet agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall

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be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that Baroda M CLIP wallet may have under trade secret, copyright, patent, or other laws. Baroda M CLIP wallet failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.