1. Virtual Debit Card Terms and Conditions

These Terms and Conditions are applicable to your Virtual Debit Card. Please read them carefully before you sign or generate or use the Virtual Debit Card. When you read these Terms and Conditions bear in mind that "you", "your" and "Card Holder" mean the person holding the IPPB account or the card holder who has been issued Virtual Debit Card by India Post Payments Bank Ltd. The words "we", "our", "us" and "Bank" refer to India Post Payments Bank Ltd. and its successors and assigns. The word "Virtual Debit Card" if you have a IPPB Account.

2. Applicability of Terms

The Terms and Conditions contained herein form a contract between You and India Post Payments Bank. You will be deemed to have unconditionally accepted these Terms and Conditions and any subsequent modifications/alterations/additions/deletions of these terms and conditions made from time to time and accepted the onus of ensuring compliance with the relevant RBI Regulations, Exchange Control regulations of Reserve Bank of India ("RBI"), Foreign Exchange Management Act 1999 as may be amended or replaced from time to time, any other rules and regulations/Terms & Conditions/Laws framed by the Governing Bodies or the Government and all the rules and regulations framed there under, by opening a IPPB saving account and in the event of any failure to do so, the cardholder is liable for action under FEMA/RBI's Regulations/Rule prescribed by the Government of India for such purpose.

These Terms and Conditions will be in addition to and not in derogation of the Terms and Conditions relating to IPPB account. The Card Holder, while making use of any services/facilities relating to the Virtual Debit Card will at all times continue to be bound by the Terms and Conditions stipulated by India Post Payments Bank from time to time for such services/facilities.

3. Definitions

Unless otherwise set out, the following terms will have the meaning as set out hereunder. Words denoting the singular include the plural and vice versa; words denoting the masculine gender include the feminine or neuter gender and vice versa; references to persons are to be construed as references to an individual, company or trust as the context requires and vice versa. Clause and other similar headings are for ease of reference and will not affect the interpretation of any provision herein. In this agreement, unless otherwise required:

a. "**Account"** means and includes and IPPB account or any of them.
b. **"ATM"** means an automated teller machine or card operated machine or device whether belonging to us or of any other bank on a shared network.
c. **"ATM Limit"** means the maximum permissible limit prescribed by the Bank for all cash withdrawals and/or any other Transaction which you may effect through an ATM in any one day or per transaction.
d. **"Bank"** means and refers to India Post Payments Bank Ltd.(IPPB)
e. **"Card" or "Virtual Card" or "Debit Card" or "Virtual Debit Card"** with reference to IPPB account refers to Virtual Debit Card (a virtual Debit Card will be generated when the customer applies for a Virtual Debit Card to the Bank. Debit Card with reference to IPPB account refers to a Domestic Debit Card and includes any replaced or renewed Debit Card linked to IPPB account.
f. **"Card Holder"** means an applicant who has been issued Virtual Debit Card by the bank.
g. **"Card Transaction"** means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card on ecommerce portal or or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorization has been sought by us.
h. **"Card-Not-Present Transaction"** means a Transaction effected in a merchant environment where the Card Holder and the Card are not physically present at the time of usage. Typical Card-Not-

Present transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments. All transaction for the Virtual Debit Card will be Card-not-present Transactions.

i. **"IPPB account"** refers to a savings or current account designated by us to be an eligible account for operation through the use of the Debit Card and/or accessed by the customer through Electronic Services.
j. **"IPPB app"** or **"Mobile Banking Application"** means an application for Mobile Devices that can be downloaded by the customer from a designated location or application store.
k. "Electronic Services" means any banking and other services or facilities which the Bank and/or any Participant may make available to the card holder from time to time and offered via electronic means, including any card, electronic computerized or telecommunication devices or modes of operating accounts in or outside India, and where the context requires, also means any PIN or OTP or Mobile PIN (MPIN) and/or Card used to access Electronic Services.
l. "GST" means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called.
m. "Information" means information regarding the money or other relevant particulars relating to the card holder, or any User, or the Account or any Transaction.
n. "Domestic Transactions" refers to the transactions performed by the card holder through the Debit Card in India.
o. "Merchant" means any person, firm or corporation which enters into an agreement with the Bank, or any member or licensee of, or card scheme, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred.
p. "Merchant Establishments (ME's)" means and shall include online e commerce portal, shops, stores, restaurants, hotels and commercial establishments, etc advertised as handling the Virtual Cards by displaying the same at the place of establishment.
q. "Participant" means any person, firm, company or organization in India or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services or any goods and services in relation to the Card.
r. **"Point of Sale/POS"** transactions means transactions initiated at Merchants' point of sale terminals.
s. **"Spending Limit"** means the maximum permissible limit prescribed by the Bank in respect of total Card transactions effected in a day.
t. **"Terms and Conditions"** mean these Terms and Conditions as amended or supplemented by the Bank.
u. **"Transaction"** means any transaction or instruction effected or issued, or purported to be affected or issued, by the card holder through the Card and/or Electronic Services.
v. **"Merchant Category Code (MCC)"** it is 4-digit number that classifies businesses by the type of goods or services they offer, used by card payment networks (Rupay, Visa, Mastercard, Amex) for transaction processing, fee setting, rewards, and tax reporting. It helps financial institutions understand business types, impacting interchange fees, fraud detection, and customer rewards (like cashback).
w. **"Validity" or "Card Validity"** means the period during which the card remains valid and may be used for online transactions. The card shall be valid until the last day of the specified month.

4. Terms and Conditions for Usage of the Virtual Debit Card on the Internet

a. The card holder agrees and accept the services that are being provided by us at the card holder's request to carry out online transactions through Virtual Debit Card instructions on the card holder's IPPB Account, as given by the card holder. The card holder hereby undertake that the card holder will take all necessary precautions to prevent unauthorised and illegal use of the Virtual Debit Card and unauthorised access to the card holder's IPPB Account/s.
b. The customer has no objection whatsoever, that the customer's billing details are provided to us by

merchants to whom the cardholder make payment using IPPB Services.

c. The Debit Card can be used by the card holder at all Internet Websites in India which display the logos of the Bank/RuPay and/or any other Shared Networks and/or agencies which have the facility of offering goods or services for purchase through Internet Websites in India.
d. The customer agrees that a valid Virtual Debit Card will mean a Virtual Debit Card which is currently active or temporary blocked on the system and not permanently blocked or hot listed. If a Debit Card is hot listed or permanently blocked, the customer will not be able to carry out any transactions with immediate effect.
e. The card holder agree that the Bank has the authority of the Cardholder to debit the Card account of the Cardholder for all transactions affected by the Cardholder by using the Card, as evidenced by Bank's records, which will be conclusive and binding on the Cardholder. The card holder also agree that the Bank has the authority of the Cardholder to debit the Card account with service charges or other related charges (if any) notified by the Bank from time to time.
f. The card holder will be responsible for ensuring the availability of the balance in the IPPB account
g. The card holder shall be responsible for the accuracy of the amount given by the card holder and payment details while performing transactions.
h. The transaction performed will be binding on the Cardholder and it will be conclusive unless verified otherwise and corrected by the Bank.
i. The card holder agree that the card holder will make payments as required by the merchant. The card holder will not hold us responsible for the merchant rejecting the payment amount because of incorrect or incomplete entries or for any other reasons whatsoever. The card holder agrees that the record of the instructions given and transactions with us will be conclusive proof and binding for all purposes and can be used as conclusive evidence in any proceeding.
j. The card holder understands and acknowledge that only those websites/merchants accepting payments through a 3D secure or 2nd factor authentication or any other authentication mode as allowed by card scheme from time to time, will allow transactions done through the Virtual Debit Card. The card holder also understands and agree that the shared networks may provide different functionalities and service offerings that may require the card holder to provide certain additional details to complete the online transaction.
k. The customer agree that the said functionalities and service offerings by the shared networks will be advertised on the Internet Website of the merchant by displaying an additional logo/trademark/symbol.
l. The card holder agrees that for the purpose of using the Virtual Debit Card for an internet/ online purchase, the card holder will provide the card number, Card Verification Value (CVV) security digits, expiry date of the Debit Card, and a One Time Password (OTP) which will be sent to the card holder's registered mobile number with us.
m. The customer agree that unless (i) the customer enter the complete and correct data/information in the verification field/s in the internet website, the customer will not be able to make payment using the customer's Virtual Debit Card.
n. In case the card holder wishes to cancel a completed transaction due to an error or on account of agreed merchandise return, the Card holder need to contact the respective Merchant for reversal/refund, and no claims /requests shall be made to the Bank.
o. The card holder agrees that all refunds due to non-delivery of goods or services/rejection of the goods or services will be done at the request of the relevant merchant only. In case of refunds, the Bank will not refund payment processing charges levied, if any, on the card holder for processing of the transaction.
p. The card holder agree that without prejudice to anything contained anywhere in these Terms and Conditions, the Bank will be under no liability, whatsoever, to the card holder , in respect of any loss or damage arising, directly or indirectly, out of (i) any defect in any goods or services supplied; (ii) the refusal of any merchant to honor or accept the payment through Virtual Debit Card; (iii) the malfunction of any computer terminal, any delay/technical failures; (iv) sharing of access details of the card holder's account or debit card details by the card holder or any third party to any

unauthorized person; (v) Any misstatement, misrepresentation, error or omission in any details disclosed to us by the card holder; or (vi) Any discrepancy between the amount required to be paid by the respective merchant(s) and the instructions given by the card holder; or (vii) inability of the card holder's Mobile Device to scan the QR code; or (viii) failure of the merchant to raise cancellation/refund request.

q. The card holder agree that the Bank will not be responsible for any dealings that the card holder may have through internet websites, including but not limited to the supply of goods and services. It must be distinctly understood by the card holder that this Debit Card facility is purely a facility for the card holder to purchase goods and/or make use of services, and the Bank hold out no warranty or make no representation about the quality, delivery or otherwise of the merchandise

r. The card holder agree that for reasons that the internet website is not capable of accepting all the details required by us and/or the shared networks to complete the online transaction, the said transaction will not be treated as complete and in which case the Bank will not be held liable for any incomplete/unprocessed/rejected transactions.

s. The card holder agree that on completion of the online purchase transaction, the amount for which the card holder make an online purchase will be debited from the IPPB account (as the case may be) linked to the Debit Card immediately.

t. The customer agree that the Bank will not be held responsible for the delivery of any item purchased by the customer or the condition of the item when it is delivered. Our role is restricted to provision of information and payment services only. All disputes regarding delivery/condition of goods are to be taken up directly with the concerned merchant. The Bank will not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the customer from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the customer.

u. The card holder agree that will the card holder have any complaints concerning any transaction placed through internet website, the matter will be resolved by the card holder with the concerned merchant and failure to do so will not relieve the card holder from any obligations to us. The Bank accept no responsibility for any surcharge levied by any internet website and the same being debited to the card holder's Account with the transaction amount. The card holder will at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the Card, OTP, and other details pertaining to the card holder's Virtual Debit Card.

v. The customer agrees that any dispute or claim regarding the merchandise must be resolved by the customer with the merchant. The existence of any claim or dispute will not relieve the customer of the customer's obligation to pay all the charges and the customer agree to pay promptly such charges, notwithstanding any dispute or claim, whatsoever. Any financial liability arising out of any dispute and/or fraudulent internet transaction will rest solely on the customer and may result in cancellation of the Debit Card and the Bank will not be held liable for the same.

w. In case of any dispute, the Bank reserve the right to suspend any merchant/master merchant either temporarily or permanently. During this period, the Debit Card facility will not work for all such suspended merchants.

x. The Cardholder's account is liable to be debited with the fees as to transaction cost, as laid down in the schedule of charges (which may be amended from time to time by the Bank) for which the cardholder agrees to pay.

y. Fees / charges (if any) for the use of the Card is not refundable under any circumstances.

z. Cardholder may refer Bank's Portal for latest schedule of charges related to Cards or transactions- https://ippbonline.bank.in/web/ippb/virtual-debit-card

aa. Use of the Card shall be terminated without notice, upon the death, bankruptcy or insolvency of the Cardholder, post intimation to Bank or on receipt of a letter from the card holder, receipt of an attachment order from a competent court or revenue authority or from RBI due to violation of exchange control regulations, or for other valid reasons or when the whereabouts of the cardholder become unknown to the Bank due to any cause attributable to the cardholder.

bb. The Bank is not liable if the cardholder is unable to withdraw cash or transact online for any reason

whatsoever or is unable to avail any facility mentioned herein.

cc. The Bank will not be responsible for furnishing original bills of the ME to the cardholder.

dd. The Cardholder will collect from the ME the Cardholder's copy of the transaction receipt and will preserve the same for his personal record.

ee. The Bank at its discretion will approve/reject any card transaction.

ff. The Cardholder should not countermand an order, which he has given by means of his card.

gg. The Bank shall not be liable for any loss caused by a technical breakdown of the Payment system.

hh. The Virtual Debit Card is non-transferable.

jj. The Bank reserves the right to debit the customer account for recovering any additional amount/ charges that are charged by the merchant for providing the Goods / services to customer.

kk. The Bank shall not be responsible for interception/ misuse of Virtual Card. Creation and usage of the card is OTP (One Time Password) or Mobile PIN protected. The Bank will not be liable if the Virtual Card is misused due to any reason whatsoever and or if the Terms and Conditions relating to use of password or Mobile PIN or OTP are not complied with.

ll. The Bank reserve the right to change, at any time, these Terms and Conditions, features and benefits offered to the card holder including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation. The card holder agrees that charges, if any, for the Debit Card facility and related services will be at the sole discretion of the Bank and will be at the liberty to vary the same from time to time. The Bank will communicate all the amended Terms and Conditions by hosting the same on our website, https://ippbonline.bank.in or in any other manner as decided by the Bank from time to time. The card holder will be liable for all charges incurred and all other obligations under these revised Terms. The card holder will be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website and will be deemed to have accepted the amended Terms and Conditions by continuing to use the direct debit facility.

mm. The Bank may, at our sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to the products/services made available by us.

nn. The customer agree that the Bank will at its own discretion withdraw at any time the Virtual Debit Card facility, or any services provided hereunder, in respect of any or all the account(s) without assigning any reason whatsoever, without giving the customer any notice.

oo. The customer agree that the customer will not use the Virtual Debit Card facility/services for any mail order/phone order purchases and any such usage will be considered as unauthorised and the customer will be solely responsible

pp. The customer agrees and understand that bank may levy charge for Issuance, Reissuance, Renewal, Annual Maintenance Charges (AMC), Blocking, Unblocking, of usage and transaction charges (including e-commerce transactions) of the Card. These charges will also be applicable for renewed cards. For more information, customer may https://ippbonline.bank.in/web/ippb/virtual-debit-card. These charges may be revised from time to time as decided by Bank. 30 days advance notice will be provided by Bank for any changes in the charges. Customer will have option to opt out for the card availed, by that time, in case of any concern with the charges. Taxes, duties, or other statutory levies imposed by the Government or regulatory authorities shall be applicable as per prevailing laws without requiring separate consent from the customer.

qq. The customer agrees and understand that Virtual Debit Card will be activated for Online Transactions within India. Cards will not work for merchants outside India.

rr. The customer agrees that Card will be issued in Inactive mode for online transactions as per regulatory guidelines, customer has to enable the same to transact online.

ss. The customer agrees and understand that Bank may at its discretion and risk analysis, may block certain Merchant Category Code (MCC) from time to time.

tt. The customer agrees and understands that the card will be automatically renewed after its expiry. The Bank will send a pre-intimation of card expiry and renewal. The customer will have the option to decline the renewal by registering for non-renewal within 30 days from the date of the first

intimation sent by the Bank.

uu. The customer agrees and understand that in case of renewal of cards, prevailing Annual Maintenance Charges (AMC) will be applicable.

vv. The customer agrees and understand that Bank may at its discretion and risk analysis, may temporary block or permanently block the card. Bank will send the SMS alert to the cardholder for any status change of the card. Further transactions shall not be allowed for the block cards. In case of Temporary block cards, cardholder may unblock this from Mobile Banking Application.

ww. The customer agrees and understand that reversal of the failed transactions (T) will be done within next 5 Days (T+5), basis confirmation from card schemes / NPCI. In case of any further delay in reversal from Bank side, Bank will pay compensation of Rs. 100 per day.

xx. The customer agrees and understands that the Virtual Debit Card will be issued, reissued, or renewed with a validity period of five (5) years or seven (7) years, as decided by the Bank at the time of issuance, reissuance, or renewal of the card from time to time.

5. Use of Virtual Debit Card

This Virtual Debit Card can only be used to carry out only domestic transactions. It is clarified that card not present transactions like merchant payments on domestic websites can only be carried out.

6. Limit

a. Spending Limit

Subject to availability of balance in the card holder's IPPB Account, in case of Virtual Debit Card a per day, per transaction, per card spending limit will be set by Bank from time to time. Refer https://ippbonline.bank.in/web/ippb/virtual-debit-card for the current limit. The Spending Limit will apply to all or Card Not Present transactions (including internet purchases) and/or for utilizing other Electronic Services. However, customer may set the sub-limit of the transactions within the overall limit set by Bank from IPPB Mobile Banking Application.

b. Charges Not to Exceed Spending Limit

The card holder may perform a Virtual Debit Card Transaction only if there are sufficient funds in the card holder's IPPB Account to cover such transactions and the total charges incurred will not exceed the Spending Limit. The card holder will not affect or attempt to perform any Virtual Debit Card Transaction that will result in the card holder's Spending Limit being exceeded. The Bank may also refuse to authorize any transaction that the card holder wishes to effect even if such transaction will not cause the card holder's Spending Limit to be exceeded.

7. Duty to Notify Us

The card holder must notify us immediately if (a) the Debit Card is used by any other person or (b) any other event occurs which will, under these Terms and Conditions, allow us to suspend or cancel the use of Debit Card or the Electronic Services.

The card holder must immediately notify the bank of the loss/theft of mobile or in case of card details compromised by hotlisting the Debit Card or report unauthorised use by

1. IPPB Mobile Banking Application ->
    a. Hotlisting of Card: RuPay Debit Card -> Block Virtual Debit Card -> Permanent Block
    b. Report Unauthorized Usage: -> My Services -> Services -> Request & Complaints
2. Call our 24-hour Card holder Service Hotline at 155299 or 033-22029000 or 1800 8899 860 (toll free) or
3. Notifying us in writing by visiting the IPPB Banking Outlet/ Branch nearest to the card holder during the working hours on working days of the Bank or such other modes as may be acceptable to the Bank. Refer https://ippbonline.bank.in/web/ippb/locate-us to find the nearest IPPB Banking Outlet/ Branch

The card holder shall himself/herself be liable for any delay in hotlisting his/her Debit Card due to

occurrence of the loss/theft of mobile or unauthorised use of the Debit Card, and Bank shall not be liable for any unauthorized transaction occurred in the meantime i.e between the period in which his/her Debit Card is lost/stolen or there is assumption of unauthorized use of his /her Debit Card by an unauthorized person, and upto the period till his/her debit card is hot listed.

8. Cardholder's Obligations

The cardholder undertakes and agree to (i) provide true, accurate, current and complete information about the card holder whenever required by the Bank and (ii) maintain and promptly update the Data and mobile number to keep it true, accurate, current and complete. If the cardholder provides any Data that is untrue, inaccurate, not current or incomplete, or if the Bank have reasonable grounds to suspect that Data provided by the cardholder is untrue, inaccurate, not current or incomplete, the Bank have the right to suspend, terminate, or refuse current or future use of Virtual Card facility.

Card holder should ensure to update his/ her mobile number with Bank immediately, in case of any changes in the Mobile Number.

9. AUTHENTICATION

The cardholder agrees and undertakes to validate any requirement on a future date regarding providing for any additional authentication in addition to what has been requested for by Certain websites/the Bank at a later date.

10. Data Privacy

a. The data of the cardholder shall not be shared by the Bank with online retail merchants or merchants in other transactions for which Virtual Card is used.

b. The cardholder acknowledges and agree that the Bank may disclose the data of the cardholder if required to do so by Applicable Law, when the disclosure is necessary to (i) comply with legal process raised by court, regulatory or other statutory authorities or (ii) enforce this terms and conditions.

11. CONDUCT GUIDELINES

The cardholder agrees not to:

a. Impersonate any person or entity using the Virtual Card;

b. Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment used by Virtual Debit Card;

c. Spam or flood the Virtual Debit Card website or service; d. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Virtual Card service or the software used in connection with Virtual Card;

e. Remove any copyright, trademark, or other proprietary rights or notices contained in Virtual Card;

f. "Frame" or "mirror" any part of the Virtual Card service without Bank's prior written authorisation;

g. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Virtual Card service or its contents;

h. Otherwise interfere with, or disrupt, Virtual Card or servers or networks connected to Virtual Card, or violate this terms of service or any requirements, procedures, policies or regulations of Virtual Card or of any networks connected to Virtual Card; or

i. Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Bank (all of which shall constitute "Applicable Law") in connection with use of Virtual Card.

12. RESPONSIBILITY

Subject to the Terms and Conditions applicable to the Account, the card holder understand that the card

holder is responsible for all uses of the Virtual Cards created by the card holder and for confidentiality of Data, the card holder's password or OTP or Mobile PIN (MPIN) or other information.

13. MISCELLANEOUS

a. The card holder agrees and acknowledge to take all appropriate steps to keep the card safe and not to record the OTP or Mobile PIN (PIN) or Card Number or CVV or Expiry or other card details, in any form that would be intelligible or otherwise accessible to any third party if access is gained to such a record, either honestly or dishonestly.

b. The card holder agrees and acknowledge to Keep the Card details, password, OTP totally confidential and not reveal/ forward the same to any third party or anyone else. The Bank shall not be responsible for interception/misuse of the OTP sent to the card holder for generation of Virtual Card.

c. The use of Virtual Cards is susceptible to a number of frauds, misuses, hacking and other actions, the security to which is provided by the Bank, but the Bank does not guarantee against such frauds, misuses, hacking and other actions. The card holder shall separately assume/evaluate all risks arising out of the same.

d. Limit on Virtual Cards: The card holder is aware that the Bank may from time to time impose maximum and minimum limits on the Virtual Cards. The card holder realizes, accept and agree that the same is to reduce the risks on the card holder. The Bank may impose transaction restrictions within particular periods or amount restrictions within a particular period or even limits on each transaction or limit of number of cards created per day. The card holder shall be bound by such limits imposed and shall strictly comply with them.

e. Indemnity: The card holder shall indemnify the Bank for and against all losses and damages that may be caused as a consequence of breach of any of the Virtual Card Terms and Conditions/TOS and the terms and conditions relating to the operation of the card holder's internet banking Account and for purchases made by use of the Card.

f. Bank shall exercise care when issuing OTP and shall be under an obligation not to disclose the cardholder's OTP to anyone, except to the cardholder.

g. Promotional Offers run by card schemes/RuPay/ NPCI may be applicable to the cardholders too as per their terms and conditions. Bank is not liable in case card holder is not able to avail any offer or non-receipt of cashbacks or discounts or reward points etc.

14. Disclaimer:

IPPB expressly disclaim liability for errors or omissions or any delays in the delivery of the Content, or for any action taken in with respect to the Content. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality or fitness for a particular purpose is given in conjunction with the Services, the password/PIN or the Content.

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