

Unity Small Finance Bank Limited: Terms & Conditions for Debit Card

This document lays out the Terms and Conditions, as amended from time to time, ("T&Cs") for Debit Card ("Card" or "Debit Card") which shall be applicable to all the Customers, existing or future, availing such Card for their use. The Bank refers to Unity Small Finance Bank Limited, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of Banking Regulation Act, 1949, having corporate identification number U65990DL2021PLC385568 and registered office at 40, Basant Lok, Vasant Vihar, New Delhi-110057 ("the Bank").

These T&Cs shall be read along with and form an integral part of the General Terms and Conditions. In case of any discrepancy, conflict and/or inconsistency between these T&Cs and the General Terms and Conditions, the provisions of these T&Cs shall prevail to the limited extent of such discrepancy, conflict and/or inconsistency.

By using the Debit Card, you are unconditionally accepting the T&Cs listed hereunder and will be bound by them and you shall comply with the relevant Reserve Bank of India (RBI) Regulations, Exchange Control Regulation of the RBI, Foreign Exchange Management Act 1999 ("the Act"), all the rules and regulations framed under the Act and as amended/modified/applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the Terms & Conditions of operation of your savings account/current account with the Bank.

1. **DEFINITIONS**

- 1.1. "Account(s)" refers to the Cardholder's savings or current accounts that have been designated by the Bank for the valid operation of the Debit Card. The Cardholder should be either the Accountholder or sole signatory or authorized to act alone when there is more than one Accountholder/signatory.
- 1.2. "ATM" refers to Automated Teller Machine whether in India or overseas, whether of this Bank, or of any other bank on a shared network, at which amongst other things, the Cardholder can use his Debit Card to access his funds in his Account(s) held with the Bank.
- 1.3. "Card" or "Debit Card", refers to the Bank's MasterCard/Visa/RuPay Debit Card issued by the Bank to a Cardholder.
- 1.4. "Cardholder", "you", "your", "him", "Customer" or similar pronouns shall where the context so admit, refer to a Customer of the Bank to whom Debit Card has been issued by the Bank. All references to the Cardholder in the masculine gender will also include the feminine and neuter gender and shall also include both singular and plural references.
- 1.5. "Home Branch" refers to the Branch, with which Cardholder originally established banking relationship.
- 1.6. "International transactions refers to the transactions performed by the cardholder through his internationally valid Debit card outside India, Nepal and Bhutan.
- "MasterCard/Visa/RuPay", refers to a trademark owned by and normally associated with MasterCard/Visa/RuPay International.
- 1.8. " MasterCard/Visa/RuPay ATM Network", refers to ATMs that honour the Debit Card and that display the MasterCard/Visa/RuPay symbols.

- 1.9. "Merchant" or "Merchant Establishments", refers to establishments wherever located which accept/honour the Card and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by the Bank or MasterCard/Visa/RuPay International.
- 1.10."OTP" refers to one time password which is sent on the registered mobile number of the Customer for each Transaction (as defined herein below) undertaken by him.
- 1.11. "PIN" refers to personal identification number (required to access ATMs) allocated to the Cardholder by the Bank, chosen by him from time to time.
- 1.12."POS" refers to the point of sale (POS) electronic terminals at Merchant Establishments whether in India or overseas, capable of processing card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the account linked with the Card to make purchases.
- 1.13."Primary Account" refers to cases of multiple Accounts linked to the Card, the Account that has been designated as being the main/first Account of operation i.e., the Account from which purchase transactions, cash withdrawals charges and fees related to the Card are debited.
- 1.14. "RBI" refers to Reserve Bank of India.
- 1.15."Statement" refers to a periodic statement of Account sent by the Bank to a Cardholder setting out the transactions carried out by the Cardholder during the given period and the balance on that Account. It may also include any other information that the Bank may deem fit to include.
- 1.16."Transaction" refers to instruction given by a Cardholder by using his Card directly or indirectly, to the Bank to effect action on the Account. (Examples of transactions can be retail purchases, cash withdrawals, cash/cheque deposits, etc.).

2. CARD VALIDITY AND CARDHOLDER OBLIGATIONS

- 2.1 The relationship between the Cardholder and the Bank shall be contractual. The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by the RBI, the Bank and under the provisions of the Act.
- 2.2 The Card shall be valid only for transaction options, as permitted by the Bank from time to time in India and abroad, at the Bank's respective ATMs, ATMs of other banks, which are members of the Mastercard/Visa/RuPay ATM network and Mastercard/Visa/RuPay POS swipe terminals at Merchant Establishments.
- 2.3 The Card is and will be at all times the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request. The Cardholder is requested to ensure that the identity of the Bank officer is established before handing over the Card.
- 2.4 The Debit Card is not transferrable or assignable by the Cardholder under any circumstance.
- 2.5 You must sign the Card immediately upon receipt. You must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under your personal control at all times.
- 2.6 The OTP shared by the Bank or PIN issued to the Cardholder for use with the Card or any number chosen by the Cardholder as a PIN, should be known only to the



Cardholder and is for the personal use of the Cardholder. The PIN/ OTP is non-transferable and strictly confidential. A written record of the PIN/ OTP should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN/ OTP should not be disclosed to any third party, either to staff of the Bank or to Merchant Establishments, under any circumstance or by any means whether voluntary or otherwise. The Bank shall exercise care while issuing the OTPs/ PINs and shall be under obligation not to disclose the Cardholder's PIN/ OTP, except to the Cardholder.

- 2.7 The Cardholder's Account will be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the Card. The Cardholder should maintain sufficient funds in the Account to meet any such transactions.
- 2.8 The Cardholder shall not be entitled to overdraw the Cardholders' Account(s) with the Bank or withdraw funds by use of the Debit Card in excess of any agreed overdraft limit.
- 2.9 At the time of Account opening, Customer's savings or current account nominee will be considered as the default nominee for Debit Card application. The Bank will not accept any separate Debit Card nomination except the one given at the time of opening an Account with us.
- 2.10The Cardholder will inform the Bank in writing within 7 (seven) days from the Statement date of any irregularities or discrepancies that exist in the transaction details at an ATM/Merchant Establishment on the Statement of Account sent by the Bank. If no such notice is received during this time, the Bank will assume the correctness of both the transaction and the Statement of Account.
- 2.11Your Card comes activated with facility of using at domestic contact-based ATMs and POS at Merchant Establishments within India only.
- 2.12The Card not present (domestic and international) and Card present (international) transactions on your Card can be enabled/disabled through various channels such as mobile app, internet banking or the Bank branches.
- 2.13The Debit Card by default will have the contactless option, however, basis your preference, the same can be enabled / disabled through various channels such as mobile app, internet banking or Bank branches.
- 2.14The limits for online, POS and contactless will be a cumulative limit and not an individual limit.
- 2.15The transaction limits (within the overall card limit) for all types of transactions can be set/modified through either of the channels mentioned above.

3. OVERDRAFT (OD) ACCOUNT

3.1. You are requested to note that the Debit Card is valid up to the last day of the month/year indicated. However, in case of OD accounts, the card validity is subject to the validity of linked OD account. Your renewed Debit Card shall be sent to you before its expiry at the discretion of the Bank, upon evaluation of the conduct of your Account. The Bank reserves the sole right of renewing your Card on expiry and debit any renewable charges to your Account, as may be communicated by the Bank to you. The Card will be sent to you on your registered address. Hence, it is to be ensured by the cardholders to update

- their KYC and registered address with the Bank as required from time to time to avoid rejection at the renewal and Card delivery failures. In case the renewed Card is undelivered to your registered address due to any reason, then the Card will be sent to the Home Branch from where you must collect the Card at a fee.
- 3.2. Cash withdrawal facility is not available on Debit Cards linked to OD Accounts, however Bank may link the OD facility provided along with Pradhan Mantri Jan Dhan Yojana (PMJDY) accounts with their Debit Card.
- 3.3. International transactions are not permissible on Debit Cards linked to OD accounts.

4. INTERNATIONAL USAGE

- 4.1 Utilization of the Card must be strictly in accordance with the Act and exchange control regulations of the RBI. In the event of your failure to comply with the same, you are liable for action under the Act and may be debarred from holding the Debit Card from the Bank either at the instance of the Bank or the RBI.
- 4.2 The Bank shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damage arising directly or indirectly out of the decline of a charge caused by the Cardholder having exceeded the foreign exchange entitlements as prescribed by the RBI as issued from time to time, on the Bank becoming aware of the Cardholder exceeding his entitlements.
- 4.3 As per the RBI guidelines, it is mandatory to provide Permanent Account Number ("PAN") for the resident individuals to make remittance under the Liberalized Remittance Scheme ("LRS"). Accordingly, PAN details of the resident individual (transacting party) are mandatory for every remittance transaction under the scheme. In line with the regulation, Bank will not offer facility of international transactions on Debit Card, if Customer fails to furnish his/her valid PAN details at the time of Account opening or subsequently.
- 4.4 You undertake not to use the Card for making payment for any illegal purchases i.e. purchases of items/services not permitted under the law including RBI regulations.
- 4.5 International Debit Cards cannot be used on internet or otherwise for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, and/or such items/activities for which no drawl of foreign exchange is permitted.
- 4.6 Any resident in India collecting and effecting/remitting payments directly/indirectly/outside India in any form towards overseas foreign exchange trading through electronic/internet trading portals would make themselves liable to be proceeded against with for contravention of the Act, besides being liable for violation of regulations relating to Know Your Customer ("KYC") norms.
- 4.7 The availability of ATM services in a country other than that in which the Card was issued is governed by the local regulations in force in the said country. The Bank shall not be liable if these services are withdrawn without notice thereof.
- 4.8 Also, if any such prohibited transaction is observed on your Debit Card (for online banking account), the Card (or



Account) shall be closed with immediate effect & the same shall be reported to regulatory authorities.

5. PIN Usage

- 5.1 Please note that as per RBI guidelines, as amended from time to time, all Debit Card transactions at retail outlets as well as the electronic POS swipe terminals at Merchant Establishments will need to be validated using the existing ATM PIN.
- 5.2 When a Merchant swipes or inserts your Debit Card in a POS machine, he/she will first enter the amount. Then the POS machine will prompt for a PIN, which you will have to enter to complete the transaction. This PIN is the same one that you use at ATMs. If you don't punch in your PIN, the Bank will decline the transaction. You get three chances to enter the right PIN. If the third attempt is also wrong, your card will get blocked. This is similar to the process at ATMs.
- 5.3 Always enter Debit Card PIN/OTP yourself at the Merchant Establishment. Never share your Debit Card PIN/OTP with anyone, including the merchant. While using your card on POS machine, if you suspect something unusual, do not use the machine and report it to the Bank immediately. Usage of OTP/PIN for Debit Card transaction has been introduced as a security measure that acts as two-factor authentication.

6. MERCHANT ESTABLISHMENT USAGE

- 6.1 The Card is accepted at all electronic POS terminal at Merchant Establishments in India and overseas which display the MasterCard/Visa/RuPay logo.
- 6.2 The Card is electronic use only and will be accepted only at Merchant Establishments that have an electronic POS swipe terminal. Any usage of the Card other than electronic use will be deemed unauthorized and the Cardholder will be solely responsible for such transactions.
- 6.3 The Bank prohibits withdrawal of cash using Debit Card at the POS, unless specifically permitted by us for specific Accounts and amounts.
- 6.4 You must sign the charge slip and retain your copy of the charge slip whenever the Card is used at Merchant Establishments. The Bank will not furnish copies of the charge slip. Any charge slip not personally signed by you but which can be proven, as being authorized by you will be deemed to be your liability.
- 6.5 The Debit Card is accepted at all MasterCard/Visa/RuPay Merchant Establishment having electronic POS terminals worldwide. The Bank will not accept any responsibility for any dealing the Merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any MasterCard/Visa/RuPay Merchant Establishment, you should resolve the matter with the Merchant Establishment and failure to do so will not relieve you from any obligations to the Bank. If you decide to cancel your purchase and not accept the goods after the card is swiped, ensure that the Merchant cancels the transaction immediately and the slip is handed over to you. Any cancellation thereafter will be routed as a "chargeback" on the Merchant through the acquiring bank and will take the time required to complete the process. There can be no guarantee of full/partial return of the amount.
- 6.6 The Bank accepts no responsibility for any charge levied by any Merchant Establishment over and above the

- Value/cost of transactions and debited to your Account along with the transaction amount.
- 6.7 A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to your Account (less cancellation charges) after it is received from the Merchant. If the credit is not posted to your card Account within 30 (thirty) days from the day of refund, you must notify the Bank, along with a copy of the credit note from the Merchant.
- 6.8 In case of Cards linked to multiple Accounts, transactions at Merchant Establishments will be affected only on the Primary Account. In case, there are insufficient funds in the said Account, the Bank will not honour the transactions even if the necessary funds are available cumulatively or severally in the other Accounts linked to the Card.
- 6.9 The Card should not be used at hotels during check-in and also at other locations where payment is made before completion of the purchase transaction or service. Please note that in case such a transaction is affected, your funds will be temporarily blocked.
- 6.10The Cardholder would be solely liable for all unauthorized acts and transactions.
- 6.11 Quality of Goods and Services: Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder using Card, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Card is purely a facility to the Cardholder to purchase goods and/or avail of services, Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Cardholder with the Merchant, must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Card holder of his/her obligation to pay all the charges due to Bank and the Cardholder agrees to pay promptly such charges.

7. ATM USAGE

- 7.1 Cash withdrawals and balance inquiry performed by the Cardholder at MasterCard/Visa/RuPay enabled ATMs in countries other than India will be subject to a fee, as per prevailing tariff of charges. Cash withdrawals and balance inquiry at MasterCard/Visa/RuPay ATMs (belonging to different bank) in India may also be subject to a fee (as decided by the Bank from time to time) and will be debited to the Account at the time of such cash withdrawal and balance inquiry transactions.
- 7.2 For all cash withdrawals, cheque/cash deposits at any of the Bank's ATM, any statement/receipt issued by the ATM at the time of deposit or withdrawal shall be deemed conclusive, unless verified and intimated otherwise by the Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.

8. FEES

- 8.1 The annual fees for the Card will be debited to the Primary Account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable.
- 8.2 The Bank reserves the right at any time to charge the Cardholder for the issue or reissue of a Card and/or any fees/charges for the transactions carried out by the Cardholder on the Card. Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed



- upon the Bank (either directly or indirectly), the Bank shall debit such charges, duty or tax against the Account.
- 8.3 In addition, operators of shared networks may impose an additional charge for each use of their ATM/ POS Terminal/ other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account. In the situation that the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further transactions.
- 8.4 In case of Accounts classified as overdrawn Accounts, the Cardholder will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Bank and will be announced from time to time.
- 8.5 In the event of an Account being overdrawn due to Card transactions, the Bank reserves the right to set off this amount against any credit lying from any of the Cardholder's other Accounts held jointly or singly without giving any notice. Nothing in these T&Cs shall affect the Bank's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder.
- 8.6 The Bank may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation, the Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time. In the case of transactions entered into by the Cardholder through his internationally valid Debit Card, the equivalent in the currency in which the Cardholder's Account is held, along with processing charges, conversion charges, fees if any charged as per RuPay regulations or any other payment system's regulations, any other service charges for such transactions shall be debited to the Account linked with the Card held at the Bank in India. The Cardholder authorizes the Bank to recover all charges related to the Card as determined by the Bank from time to time by debiting the Account linked with the Card.
- 8.7 Details of the applicable fees and charges as stipulated by the Bank will be displayed on the website and / or at the branches of the Bank.
- 8.8 Transaction fees for cash withdrawals/balance inquiry and/or wherever applicable, will be debited to the Account at the time of posting the cash withdrawal/balance inquiry or wherever applicable.
- 8.9 All transactions in foreign currency will be billed in the Cardholder's bank Account statements in Indian Rupees. You hereby authorize the Bank and MasterCard/Visa/ RuPay to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as the Bank/RuPay/MasterCard/Visa may from time to time designate.
- 8.10The charges/fees applicable on the usage of the Debit Card may be revised/ changed by the Bank from time to time with prior information to the Cardholder.

9. COST

The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilized in the resolution of a dispute.

10. UNAUTHORIZED ELECTRONIC BANKING TRANSACTIONS

- 10.1The liability of the Bank or Customer for any unauthorized transaction shall be:
- Zero liability of a Customer A Customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following manner:
 - Contributory fraud/ negligence/ deficiency on the part of the Bank (irrespective of whether or not the transaction is reported by the Customer)
 - b) Third party breach where the deficiency lies neither with the Bank nor with the Customer but lies elsewhere in the system, and the Customer notifies the Bank within three working days of receiving the communication from the Bank regarding the unauthorized transaction.
- Limited liability of a Customer- A Customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:
 - a) In cases where the loss is due to negligence by a Customer, such as where he has shared the payment credentials, the Customer will bear the entire loss until he reports the unauthorized transaction to the Bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the Bank.
 - b) In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the Bank nor with the Customer, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from the Bank) on the part of the Customer in notifying the Bank of such a transaction, the per transaction liability of the Customer shall be limited to the transaction value or Rs. 10,000/-(Indian Rupees Ten Thousand Only) whichever is lower.
- 10.2The Bank will not offer facility of electronic transactions, other than ATM cash withdrawals, to Customers who do not provide valid mobile numbers.
- 10.3In case the Customer notifies the Bank after 7 (seven) working days of receiving the communication from the Bank regarding the unauthorized transaction, the Customer liability shall be evaluated and determined as per the Bank's board approved policy.
- 10.4 For escalation details, visit the Bank website (www.theunitybank.com) and go through Bank's Grievance Redressal Policy or visit your nearest Bank branch.

11. EXCLUSION FROM LIABILITY

11.1In consideration of Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank and /or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of (a) providing the Cardholder the said facility of the Card;(b) by reason of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; (c) breach or non-compliance of the terms and conditions pertaining to the Account/Card and/or (d) fraud or dishonesty relating to any transaction by the



Cardholder or his employee or agents; (e) misplacement by the courier or loss-in-transit of the Card/PIN/OTP; (f) in collecting money owed to it by the Cardholder in connection with the Card (including without limitation reasonable legal fees); (g) the Cardholder not complying with the Exchange Control Regulations of the RBI, breach of the Act and the rules and regulations made there under and/or any other Act/authority or any other law being in force in India and/or any other country/ state/continent/territory wherever located in the world at the time, notwithstanding the termination of these T&Cs.

- 11.2The Bank will not be liable for (a) any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card; (b) temporary insufficiency of funds in the accounts of the Cardholder; (c) any dispute or other circumstance beyond its control;(d) any consequential or indirect loss or damage arising from or related to the loss/use of the Card and related PIN/OTP, how so ever caused;(e) a technical breakdown of the payment system which is beyond its reasonable control, further, in case the breakdown of the system was recognizable for the Cardholder by a message on the display of the device or otherwise known.
- 11.3The responsibility of the Bank for the non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to the provisions of the law governing the terms. Unsuccessful/failed transactions will be reversed within the timeline prescribed by RBI. Compensation will be paid as per RBI directives, in cases of failure to reverse the unsuccessful/ failed transactions within RBI prescribed timeline. The Bank makes no representations about the quality of the goods and services of third parties providing benefits such as discounts to Cardholders. The Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

12. DISCLOSURE OF INFORMATION

- 12.1When requested by the Bank, you shall provide any information, records or certificates relating to any matter that the Bank deems necessary. You will also authorize the Bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary.
- 12.2The Bank reserves the right to disclose Customer information in any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
- 12.3The Bank reserves the right to disclose, in strict confidence, to other institution, such information concerning the Cardholder's Account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network.
- 12.4The Bank reserves the right to report to the RBI expenditure undertaken by its Cardholder in foreign currencies to ensure that the permissible entitlements are not exceeded by the Cardholder and that the provisions of the Act are not contravened.

13. LOST OR STOLEN CARD

13.1In the event that the Card is lost or stolen, the occurrence must be reported to any office/branch of the Bank in India, dedicated helpline/ toll free number. 18002091122, the Bank's mobile application. You shall be required to disclose information regarding your Debit Card number, your Account Number, address, Date of Birth and

- Mother's maiden name. Under no circumstance should vou disclose the PIN/OTP.
- 13.2The loss or theft of the Debit Card should be reported to the Bank immediately. Although loss or theft may be reported by means of the 24-Hour emergency Helpline Number, you must confirm the same in writing to the Bank as soon as possible. A copy of that acknowledged police complaint must accompany the said written confirmation.
- 13.3 Should transactions be received by the Bank after the Card has been lost or stolen but before receipt of your written confirmation, you shall be liable for all amounts debited to your Account(s). However, if prior to the receipt of the written confirmation, if it can be proven that the Card was safeguarded, the loss/theft promptly reported and that you acted in good faith and with reasonable care and diligence, your lost Card liability for purchase transactions will be insured up to the specified limit (once the loss is reported in writing). There will be no such coverage provided on cash withdrawals done through ATMs, as such transactions require the use of a PIN/OTP, which is confidential to you.
- 13.4You hereby indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses, or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to the Bank, or lost and misused before the Bank is informed.
- 13.5Provided you have in all respects complied with the T&Cs, a replacement Card may be issued at the sole discretion of the Bank at the applicable fee.
- 13.6Should you subsequently recover the Card, it cannot be used. Please destroy the Card by cutting it into several pieces through the magnetic strip.

14. SURRENDER / REPLACEMENT OF CARD

The Card issued to the Cardholder will be surrendered to the Bank, on request. The Cardholder shall return the Card to the Bank for cancellation, in the event the Cardholder no longer requires the services or if the services are withdrawn by the Bank for any reason whatsoever. The Bank may, in its absolute discretion issue a replacement Card along with a new PIN to the Cardholders, including for any loss/stolen Card.

15. STATEMENT AND RECORDS

- 15.1The records of Card transactions will be available on the Account Statement sent by the Bank. Such Account Statements shall be mailed to the Cardholder on a periodic basis to the mailing address corresponding to the Primary Account on record as indicated by the Cardholder. The Cardholder can also get the details of his transactions by calling the Bank's Phone Banking Service or utilizing the mini-statement facility at the Bank's ATMs.
- 15.2The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

16. TERMINATION

- 16.1The Bank reserves the right to cancel/withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.
- 16.2If the required data is not provided by the Cardholder or disclosures made by him is found incorrect, the Bank may, at its discretion, refuse renewal of the Card or cancel the Card forthwith.
- 16.3In the event that the Cardholder decides to close his Account with the Bank, the Card(s) issued with this



Account, as the Primary Account would automatically stand cancelled. The Cardholder must immediately cease to use his Card and destroy and return all his/additional Cards that are linked to this Account. In case of any outstanding Card transactions that have not yet been debited to the Account the same will be netted off from the balance prior to the Bank returning funds to him.

- 16.4In the event that the Cardholder decided to terminate the use if the Debit Card, the Cardholder shall give the Bank not less than 7 (seven) days prior notice in writing and forthwith return the Card and any additional Card (if not required) cut into several pieces through the magnetic strip, to the Bank. The Cardholder will be responsible for all the Card facilities and related charges incurred on the Debit Card after the Cardholder claims to have destroyed the Card, notwithstanding the termination of the applicability of these T&Cs. The Cardholder will be responsible for all the charges incurred on the Debit Card whether or not the same are a result of misuse/fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.
- 16.5The Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Card shall be returned upon occurrence of any of the following event:
 - i. Failure to comply with the T&Cs herein set forth.
 - ii. An event of default under an agreement or commitment (contingent or otherwise) entered into with the Bank.
 - iii. The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
 - iv. Demise of the Cardholder.
 - Closure of the Cardholder's Account or failure to maintain the minimum average balance in the said Account.
- 16.6The Debit Card should be returned to the Bank prior to the date upon which any changes are to take effect, in case of the Cardholder's rejection of any of the proposed changes to the features, changes or terms and conditions applicable to the Card.

17. DISPUTES

- 17.1In case of purchase transactions, the record available with the Bank shall be conclusive evidence between the Bank and the Cardholder as to the extent of the liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed of the service availed to the Cardholder's satisfaction.
- 17.2The Bank shall make bona fide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the Account statement or as otherwise determined by the Customer within two months of the receipt of notice of disagreement. If after such efforts the Bank determines that the charge is incorrect, it shall communicate the same to the Cardholder.
- 17.3The Bank accepts no responsibility for the refusal of any establishment to honour the Card.
- 17.4In all matters relating to the Debit Card, the decision of the Bank shall be final and binding in all respects.
- 17.5This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, India irrespective of whether any other court may have concurrent jurisdiction in the matter.

18. GENERAL

- 18.1You will promptly notify the Bank in writing of any change in your employment and/or office and/or residential address and telephone numbers.
- 18.2The Bank reserves the right to alter any of these T&Cs, policies, features, and benefits upon 30 (thirty) days' notice to the Cardholder to enable him to withdraw if he so chooses. After the notice period of 30 days, the Cardholder would be deemed to have accepted the terms if he/she had not withdrawn during the specified period. Use of the Debit Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Cardholder of such changes. The change in T&Cs shall be notified to the Cardholder through all the communication channels available.
- 18.3Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 7 (seven) days from the posting of the notification to the address last given to the Bank in writing by the Cardholder. Publication of changes by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof.
- 18.4The Bank may, from time to time, at its discretion, tie-up with various agencies to offer various features on your Debit Card. The Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants/outlets/agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.

For the latest information, please visit the Bank's website or the Bank's customer care number.