

SUPERCARD CARDMEMBER AGREEMENT

This agreement is between RBL Bank Limited and the Cardmember.

1. DEFINITIONS

1.1 ‘‘RBL Bank Credit Card’’ or ‘‘Credit Card’’ or ‘‘Card’’ or ‘‘Card Number’’ shall mean a RBL Bank VISA/Mastercard or any other Credit Card *inter alia* a co-branded Credit Card issued by RBL Bank at the request of the Cardmember.

1.2 ‘‘Additional Credit Card’’ or ‘‘Add-on Credit Card’’ shall mean a Credit Card issued to the Additional Card member on the request of the Primary Cardmember.

1.3 ‘‘Additional Cardmember’’ shall mean an individual who is a resident of India and a member of the immediate family of Primary Cardmember viz. Spouse, Brothers, Sisters, Parents and Children and is above the age of 15 years to whom an Additional Credit Card will be issued at the request of the Primary Cardmember and whose charges are chargeable to the Card Account of the Primary Cardmember.

1.4 ‘‘Bank, We, Us, Our’’ or similar pronouns shall mean RBL Bank , its successors, assigns, administrators, liquidators, nominees etc., as the case may be.

1.5 ‘‘Billing Cycle’’ shall mean the period between generation of two successive Billing Statements.

1.6 ‘‘Cardmember’’, Primary Cardmember’’, ‘‘Member’’, ‘‘Customer’’, you, your, him, he, his, or similar pronouns shall mean the individual in whose name the Card has been issued and the Card Account is maintained.

1.7 ‘‘Card Account’’ or ‘‘Account’’ shall mean an account maintained by the Bank under these terms and conditions, in the name of Primary Cardmember. 1.8 ‘‘Card Number’’ shall mean the unique 16 digit embossed on the face of your Card (also includes Card Number of Additional Credit Card, if any).

1.9 ‘‘Co-Branded Credit Card’’ shall mean a credit card issued by the Bank in association with any other entity including but not limited to an entity inter-alia engaged in a commercial /business operation(s).

1.10 ‘‘Credit Limit’’ means the maximum credit that can be availed across all Card Accounts with the Bank at any point in time.

1.11 ‘‘Charges’’ shall mean transactions made or charged to the Card Account under this Agreement whether or not the Cardmember signs a record of charge slip/form. This will include, but will not be limited to, purchase of goods/services, cash advances, drafts made from the Account by use of the Card or Card Number, joining fee, annual fees, Finance Charges, over limit fee, late payment fee, transaction charges, service charges, Service Tax and any other fee/charges/amounts etc. which the Cardmember has agreed to pay or is liable to pay to the Bank under this Agreement.

1.12 ‘‘Cash Withdrawal Limit’’ means the amount of cash or cash equivalent that the Cardmember may be allowed to utilize for a non-purchase transaction across all Card Accounts with the Bank. 1.13 ‘‘CVC2’’ shall mean the last three (3) digits of the number on the backside of the Card Member’s Credit Card on the signature panel (below the magnetic stripe). The CVC2 is a security feature, which is to be used for identification purposes for internet transactions or for Cardmember’s identification over the phone.

1.14 "Electronic Terminal" shall mean any branch teller terminal, automated teller machines (ATM), point of sale terminals, EDC (Electronic Data Capture machine) or any other device in which a Credit Card and/or PIN (personal identification number) can be used, and which is authorized by the Bank as described in these terms and conditions.

1.15 "Electronic Clearing Service (debit clearing or ECS)" shall mean the debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Cardmember for facilitating payment of outstanding dues in the Card Account.

1.16 "Finance Charges" shall mean and include the interest charged on the Total Outstanding amount on the Card Account as provided in these terms and conditions.

1.17 "Merchant Establishment" means establishment wherever located which honors the Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers) . "Merchant" means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns. "

1.18 "Minimum Amount Due" shall mean such percentage of the Total Outstanding balance in the Card Account, as may be determined by the Bank from time to time, that a Cardmember is required to pay at each instance of the Billing Cycle and carry forward the balance amount for payment in the next Billing Cycle. For the purpose herein, it is clarified that the Cardmember must pay at least the amount indicated as Minimum Amount Due for each Billing Cycle and the balance amount carried forward will attract Finance Charges and the same will have to be paid by the Cardmember. 1.19 "Purchase(s)" shall mean and include purchase of goods and services by the Cardmember by using the Card.

1.20 "Date of Purchase" shall mean the date at which the transaction is posted on the card account and not the date on which the transaction is actually done by the customer. All charges and rewards shall be calculated on the posting date.

1.21 "Payment Due Date" shall mean the date on or before which the Cardmember has to make the payment to the Bank.

1.22 "Total Outstanding" or "Total Amount Due" shall mean the total outstanding on the Card Account due to the Bank including but not limited to Charges, fees and any other amounts that may be charged by the Bank from time to time in a Billing Cycle. For the purpose indicated herein, it is clarified that the Total Outstanding is liable to be paid by the Cardmember upon each instance of the Billing Cycle, however, the said Cardmember may choose to pay an amount lesser than the Total Outstanding, but never less than the Minimum Amount Due for each Billing Cycle. 1.23 "Temporary Credit Limit" Increase shall mean a credit limit increase requested by a Cardmember for a specific purpose. Such increase is done for a specific time-period and reverted at the end of the time-period.

1.24 "Valid Card" shall mean a Credit Card which is issued by the Bank and has not expired, not been damaged or been cancelled by the Bank or Cardmember.

1.25 "One Time Password ("OTP")" means each one-time password generated by the Bank and delivered via Short Message Service (SMS);

1.26 "EMV PIN" ("EMV") means the personal identification number issued for transactions to be undertaken on the credit card issued by the Bank.

2. RBL BANK CREDIT CARD

2.1 Cardmember should agree to comply with the terms and conditions contained herein and as amended by the Bank under the Reserve Bank of India's (RBI) instructions or any statutory bodies or due to change in Bank's policy from time to time. It is clarified that the Card shall be honored only when a Valid Card is duly signed on the reverse and presented to a Merchant Establishment by Cardmember. Care must be exercised by Cardmembers while revealing the CVC2 number to any third party including and not limited to any unidentified individuals groups or internet address, as CVC2 may be misused for fraudulent transactions.

2.2 The Card is a property of the Bank and must be produced or surrendered to the Bank on demand immediately.

2.3 The Card is not transferable and Cardmember should safeguard the same from misuse by retaining it under your personal control at all times.

(i) Usage of Credit Card in foreign currencies outside India will be subject to Foreign Exchange Management Act (FEMA), 1999 of the Reserve Bank of India regulations. The card should not be used for purchase of prohibited items, like lottery tickets, banned or prescribed magazines, participation in sweepstakes, and payment for call-back services. (ii) Cardmember should not use the Card for making payments in foreign currency in Nepal or Bhutan.

2.4 The Primary Cardmember and/or the Additional Cardmember(s) shall be deemed to have accepted the terms and conditions of the Cardmember Agreement of RBL Bank, as modified from time to time at the sole discretion of the Bank, upon acknowledging receipt of the Card, and/or by signing on the reverse of the Card, and/or by incurring a charge on the Card.

3. ISSUANCE AND LIABILITY

3.1 The Bank shall issue the Credit Cards to such applicants/Customers of the Bank /members of the general public evincing interest in the Credit Card product of the Bank, who qualify for the issuance as indicated in the Banks' Credit Card issuance policy, as applicable from time to time. In addition, the Bank at its sole and exclusive discretion shall decide upon the Credit Limit and/or Cash Withdrawal Limit to be granted to any Cardmember. The Credit Limit and/or Cash Withdrawal Limits are communicated to the Cardmember at various instances, including but not limited to at the time of delivery of the Credit Card and the Cardmember's periodic Statement. The available Credit Limit and/or Cash Withdrawal Limits at the time of periodic Statement generation is provided as a part of the Statement and the Bank at its discretion may review the Cardmember's Account periodically and increase or decrease the aforesaid limit(s) based on internal criteria without any prior notice. Cardmembers seeking to have their respective Credit Limit and/or Cash Withdrawal Limit increased/alterd can do so by writing a request to the Bank along with all necessary documents that may be sought by the Bank. The Bank, at its sole discretion and based on such new documents provided, may choose to increase/alter the Credit Limit and/or Cash Withdrawal Limits of the said Cardmember.

3.2 These terms and conditions shall be binding on the Cardmember on acceptance/ swipe of the Credit Card and its usage.

3.3 No materials (including marketing materials) shall constitute to be an offer/promise from the Bank to issue a Credit Card to the applicants/Customers of the Bank/members of the general public evincing interest in the Credit Card, including requests/applications for the issue of Add-on Credit cards.

3.4 In the event that an Add-on Credit Card is issued by the Bank, the Primary Cardmember shall exclusively at all times be responsible towards the total amount payable to the Bank on account of transactions incurred by the Primary and the Add-on Cardmember.

3.5 The Bank may require the applicants/Customers of the Bank members of the general public evincing interest in the Credit Card to produce submit such documents as may be required by the Bank at its sole discretion or as stipulated by the applicable law thereto.

4. CARD VALIDITY, EXPIRY AND RENEWAL

4.1 Card is valid up to the last day of the calendar month of the year indicated on the face of the Card unless cancelled earlier by the Bank. If Cardmember use the Card outside the validity period, the Bank shall not be liable in any manner whatsoever for any consequences that may arise.

4.2 Upon expiry or prior cancellation, Card may be renewed or reinstated at the sole discretion of the Bank. On expiry, the Card must be destroyed by cutting it in half over the magnetic strip. Also, please destroy the chip (if any) on the Credit Card by cutting the chip in two pieces.

4.3 Unless Cardmember is in breach of the Agreement or otherwise hereunder, the Bank will automatically renew the validity of the Card and send to the Cardmember a new Card before the expiry of the Card currently being used. In case of non-receipt of renewed Card, Cardmember may contact to the designated Customer Service Centre of the Bank or write to the Bank at the address notified to Cardmember from time to time.

4.4 Cardmember must intimate the Bank at least 30 days prior to the expiry of the Card currently being used if they do not wish to renew the Card. In absence of such intimation of cancellation of the Card by the Cardmember, the renewal fee (as applicable at the time of renewal) shall be charged to Cardmember Card Account and shall be non-refundable.

4.5 Furnishing of PAN details is mandatory for renewal requests of credit cards. In case your PAN details are not updated with us before expiry, the same will not be renewed. In case PAN is not received within 90 days post expiry of card, such cards will be closed permanently.

5. ADDITIONAL CARD

5.1 A Card Account may have multiple Additional Cards, the number to be determined at the sole discretion of the Bank. The Additional Cardmember must be an Indian resident above the age of 15 years and must be related to the Primary Cardmember by virtue of being a parent, spouse, child or sibling (brother or sister).

5.2 Upon receipt of Cardmember request/authorization, the Bank at its sole discretion may issue Additional Card to Additional Cardmember.

5.3 Cardmember will be fully responsible and liable for all transactions and Charges incurred on the Additional Card, which will be included in their Statement of Account for payment. Cardmember along-with the Additional Cardmember shall be jointly and severally liable to the Bank for all the Charges even though the monthly Statement of Account may be sent only to them. These terms and conditions shall also be binding on the Additional Cardmembers.

5.4 Cardmember may withdraw the facility of Additional Card by requesting the Bank and

returning to the Bank the Additional Card cut into half. On receipt of the same, the Bank will cancel the Additional Card. All transactions incurred on the Additional Card but not billed prior to the receipt of the cancelled Additional Card by the Bank, shall be valid and binding on Cardmember.

5.5 The Additional Card facility and privileges will be automatically withdrawn if the Primary Card Account is terminated for any reason.

6. USE OF CARD

6.1 On receipt of the Credit Card, You must immediately sign on the signature panel on the reverse of the Credit Card.

6.2 The Card may be used only for bonafide personal or official purchase of goods and/or services.

6.3 Cardmember must sign and/or collect the charge slip, cash advance slip, or mail order coupon at the time of incurring the Charge. Failure to sign a charge slip will not discharge Cardmember of the liability for the Charges. Cardmember must retain their copy of the charge slips for at least six months. Upon Your request, the Bank, at its sole discretion, may provide copies of charge slips, subject to payment of an additional charge at the prevailing rate.

6.4 The Bank, at any time, may without prior notice or stating any reason whatsoever refuse authorization for a Charge at a Merchant Establishment and/or restrict or defer the Cardmember's ability to use the Card and/or suspend or cancel the Card. The Bank may through an ATM, Merchant Establishment or by itself may repossess/retain the Credit Card/seek immediate payment in partial or full of the Credit Card outstanding if it reasonably believes that it is necessary to do so for proper management of credit or business risk or if the Card or the Card Account is being misused or likely to be misused. Cardmember agree to the above without any protest or demur.

6.5 Any charge slip or other payment requisition received by the Bank for any transaction on the Card Account for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was incurred by the use of the Card by the Cardmember. Where a charge slip or voucher is not available viz. mail order or telephone order or electronic commerce (e.g. internet), and you dispute that transaction, Cardmember will first clear the outstanding on the Card and shall resolve the dispute directly with the concerned Merchant Establishment. The Bank shall not be liable, in any manner whatsoever for the same.

6.6 Surcharge may be levied on purchase of certain products and services as notified by the Bank from time to time. Payment of surcharge is mandatory and the same may vary from time to time. Surcharge on Transactions at Petrol Pumps shall be 2.5% of transaction amount subject to a minimum of Rs.10/-. Surcharge on purchase/cancellation of Railway tickets shall be IRCTC service charge + 1.8% of transaction amount

6.7 The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardmember should notify the Bank of such refusal to accept the Card or levy of surcharge by the Merchant Establishment, this complaint at the address notified by the Bank from time to time or at the designated Customer Service Centre.

6.8 The Bank shall not be in any way responsible and/or liable for merchandise, price, rate, quality, quantity, warranty, privileges, benefits and facilities, including but not limited to deficiency/delay in services, delivery or non-delivery, purchased or availed of by Cardmember from Merchant Establishment and/or third party suppliers including any mail order placed by Cardmember. Any dispute arising thereto should be settled directly by Cardmember with the Merchant Establishment/third party suppliers and failure to do so will not relieve on Cardmember of any obligations to the Bank.

6.9 No claim by Cardmember against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.

6.10 The Card may be suspended/withdrawn by the Bank at its sole discretion without being liable in any manner whatsoever to Cardmember, and without assigning a reason thereof.

Termination of the Card and this Cardmember Agreement shall result automatically in the termination of the privileges, benefits and facilities attached thereto.

6.11 It is further clarified that the Cardmember shall pay for the purchase of any/all goods/services, including but not limited to air/rail tickets, as it appears on the Statement to avoid incurring finance or fee charges even if the purchase has been cancelled subsequently. Credit of refund due to cancellation will be made to the Card Account (less cancellation charges) only when intimation of such cancellation is received by the Bank. No cash refund will be given to Cardmember. If a credit is not shown in the Statement of Account within a reasonable time, Cardmember must notify the Bank, immediately.

6.12 The Cardmember accepts full responsibility for use of the Card in contravention of laws, rules, regulations, and terms and conditions of this Cardmember Agreement, and further undertakes to indemnify the Bank and to make good any loss, damage, interest, conversion, including but not limited to any other financial charges and outgoings, costs, and consequences that the Bank may incur or suffer on Your account and Your acts of omission/commission and/or negligence.

6.13 Cardmember is also liable to pay all such statutory dues/charges /duties levied on the services provided by the Bank to Cardmember.

6.14 Cardmember agree and hereby authorise the Bank to convert Charges incurred by Cardmember in foreign currency into Indian Rupee equivalent at such rate as the Bank may designate at its sole discretion from time to time.

6.15 Cardmember agree that goods purchased using the Card shall remain the property of the Bank until such time the Charges pertaining thereto are fully paid by You to the Bank.

7. EMV TERMS AND CONDITIONS

7.1 EMV is a PIN sent either via SMS / email or to the registered address on record in the Bank's system. An EMV is necessary for the Cardmember to be able to carry out offline transactions using the Bank credit card.

7.2 The Cardmember acknowledge and agree that receipt of any EMV may be delayed or prevented by factor(s) affecting the mobile phone service provider(s) or internet service provider(s) and other factors outside the Bank's control. The Bank does not guarantee the delivery of the EMV. The Cardmember agree to hold the Bank, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:

- a. a non-delivery, delayed delivery or the misdirected delivery of an EMV;
- b. Cardmember's failure or inability to transact on the Bank credit card as a result thereof; and
- c. any loss or damage suffered or incurred by the Cardmember on account of any misuse, unauthorized use, loss or theft of the EMV.

7.3 Cardmember shall comply with all requirements, instructions and specifications relating to the security of the EMV as may be prescribed by the Bank at any time and from time to time in the Bank's sole and absolute discretion. Without prejudice to the generality of the foregoing, the Cardmember shall at no time allow or permit another person besides the Cardmember to use the EMV.

7.4 The Cardmember is responsible for keeping the EMV confidential and shall not reveal the EMV to any other party and shall take all necessary steps to prevent disclosure or discovery of the EMV and/or password/s to/by any other party. The Cardmember is responsible for ensuring

the security of the EMV as well as mobile phone or device on which the EMV is received, and for keeping these protected from unauthorized use.

7.5 The Cardmember shall be liable for all the transactions made using the EMV.

7.6. The Cardmember will not be eligible for chargebacks for transactions which have been authenticated by using the EMV.

7.7 The Cardmember shall immediately notify the Bank by calling the 24-Hour Customer Service:

(i) if any number or device registered with the Bank is lost or stolen, or fails to function as intended, (ii) if the Cardmember have any knowledge or reason for suspecting that the security or confidentiality of any EMV has been compromised, or if there has been any unauthorized use of any EMV or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other device (as the case may be) used by the Cardmember for the generation and/or reception of the EMV. The Cardmember shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Cardmember to comply with any of the foregoing. Financial liability arising due to the loss, theft or misuse of the EMV due to negligence of the Cardmember and shall be borne by the Cardmember. It could be result in cancellation of the Card account.

7.8 The Bank reserves the right to refuse any transactions if the Bank believes that the EMV is being misused or being used without proper authorization.

7.9 The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of the EMV without giving any reason therefor and shall not be liable for any loss or damage as a result thereof.

8 CASH ADVANCES

8.1 Cardmember can use the Credit Card, for withdrawal of cash from Automated Teller Machines (ATMs) of the Bank, select partner Banks and from other locations/permitted establishments as may be offered by the Bank at its sole discretion from time to time, and also for any other cash equivalent transactions including but not limited to demand draft facility, permitted by the Bank from time to time. For any all such cash advances and cash equivalent transactions, Cardmember shall comply with all the laws, rules and regulations including but not limited to Foreign Exchanges Law as stipulated under the Foreign Exchange Management Act, 1999 and rules thereunder and as further notified by RBI and other Government bodies. Cardmember shall not disclose the ATM PIN/code, provided to You by the Bank for cash advances, to any person. Cardmember shall take all possible care to prevent its discovery by any person.

8.2 Cardmember can obtain a cash advance on Credit Card up to the Cash Withdrawal Limit amount as may be defined and or communicated by the Bank from time to time, subject to the available Cash Withdrawal Limit and such terms and conditions applicable to cash advance transactions.

8.3 Charges, and terms and conditions thereto shall be communicated in writing to the Cardmember. Such Charges are subject to change at the sole discretion of the Bank and shall be levied from the date of withdrawal until the date of settlement.

8.4 Default interest rates shall be effective immediately on occurrence of the default. Factors considered in determining Cardmember's monthly Finance Charges may include Cardmember's vintage, Your overall credit performance, including nature of defaults if any, in addition to other indicators of Cardmember's Accounts usage and performance.

9 OTHER FEES/CHARGES

9.1 Cardmember should agree to pay all Charges, including but not limited to charges (for renewal, replacement, and duplicate Statement), transaction fee on cash advance, collection charges for outstation fee, legal cost, and any other fee/charges etc. incurred and/or charged by the Bank.

10 SERVICE TAX

10.1 Cardmember should agree to pay Service tax as notified by the Government of India or any such rate as per the Government of India guidelines that may be levied on the prescribed fees, finance charges, applicable from time to time. Service tax will reflect on Cardmember's monthly Billing Statement.

11 ALERTS

11.1 Cardmember should agree that the Bank shall keep them informed about the status of their Card Account and provide any other information from time to time by sending them messages via SMS and/or Email or any other communication channel and they would have no objection to the same. It is further agreed to by the Cardmember that the Bank, at its sole discretion, may choose to charge a fee/charge for the said intimation/alert services, towards which the Cardmember shall have no objection whatsoever.

Availability

1.1 The SMS facility is currently available only to resident Indian Credit Cardholders having Accounts with RBL BANK branches in India.

1.2 The SMS Facility is provided through certain Cellular Service Providers ("CSP") and therefore available in regions where the CSP provides services and to subscribers of services of the CSP in India.

1.3 The Alerts will be sent to the Credit Cardholder only if the Credit Cardholder is within the cellular circles of the CSP or in circles forming part of the roaming network of such CSP.

1.4 RBL BANK may, if feasible, provide the Facilities through more cellular service providers to increase the coverage. 1.5 'The above terms will be valid for all programs under which RBL Bank sends information using the SMS facility.

12 LOYALTY PROGRAM AND OTHER PROGRAMS

12.1 RBL Bank (RBL BANK) Card Rewards Program or such other loyalty program, offered with the Credit Card/ co-branded Credit Card ("Program") allows eligible RBL Bank Cardmembers ("Cardmember(s)") to accumulate points ("Points") by spending on their RBL Bank Credit Cards, from time to time. Points accumulated on such Credit Cards can be exchanged for a wide variety of rewards as offered by RBL Bank or the entity with whom the co-branded Credit Card has been issued.

12.2 Participation in the Program is voluntary. The Cardmember may opt out of the Program by sending intimation to the Bank.

12.3 The Cardmember may continue to use his/her RBL Bank Card as he/she normally does. The Annual Fee for participation in the Program may be as determined by RBL Bank/commercial or business entity with whom co-branded Credit Card is issued from time to time. Enrolment Date – shall mean the date of launch of the Program for the existing Cardmembers and the date

on which the Card Account is set up by RBL BANK, for new Cardmembers. Enrolment Year shall mean “any twelve-month period” commencing on the Enrolment Date.

12.4 The Points shall be reflected in the monthly Billing Statement.

12.5 All spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by RBL Bank from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:

- Balance transfers
- Cash advances
- Financial charges (e.g. late payment fee, dishonored cheque charges, service fee, transaction charges)
- Disputed transactions
- Any purchases made at petrol pumps/service stations, unless specifically communicated to the Cardmember otherwise.
- Payment of Enrolment Fee for the Program- For MoneyTap program, cash

12.6 A Cardmember cannot accrue points for any charge(s) incurred prior to his/her Enrolment Date.

12.7 Points accumulated by a Cardmember on Credit Card cannot be combined or used in conjunction with Points of his/her other Credit Cards at the time of redemption, or transferred to any other customer loyalty program unless otherwise specifically notified by RBL Bank.

12.8 The Points accrued do not have cash and/or any monetary value unless the Bank at its sole discretion chooses to offer the said cash monetary value to selected few Credit Cards/their respective Cardmembers, upon specific expenditures and the Points accrued thereof.

12.9 Adjustments will be made to the Points if there are any credits, including those arising from returned goods or services or billing disputes. If a disputed transaction is resolved in favour of the Cardmember or where a transaction is reversed, proportionate Points will also be reversed and credited to the Cardmember’s Account, if not already credited. Likewise, in the case of return of goods or a disputed transaction is resolved against the Cardmember, proportionate Points will be debited to/subtracted from the Cardmember’s Account, if already credited. On redemption, the redeemed Points will automatically be subtracted from the Points accumulated in the Card Account.

12.10 RBL Bank will notify, on best effort basis, the Primary Cardmember in the Statement of Account in respect of the Credit Card about the number of Points accumulated immediately preceding the closing date for the said monthly Statement.

12.11 In the event the Credit Card is voluntarily closed by the Cardmember or cancelled for any other reason, any outstanding Reward Points after cancellation of the Credit Card shall automatically lapse and shall stand forfeited. If the Credit Card, for any reason whatsoever, is blocked or suspended by RBL Bank, the Points accumulated shall stand forfeited but may be reinstated, at the sole discretion of RBL Bank, if use of Credit Card is reinstated.

12.12 RBL Bank’s decision on computation, lapse, cancellation, forfeiture, credit, debit, and reinstatement of Points shall be final, conclusive and binding on the Cardmember.

12.13 The Points available to redeem means Points that can be redeemed by Cardmember for merchandise (goods/services) from the Reward Catalogue or for Reward Certificate available with the Merchant Establishment or in any manner as may be specific to the respective Credit Cards including but not limited to instant redemption, cash redemption, and gift vouchers.

12.14 The Cardmember understands that Bank, subsequent to informing the Cardmember, may debit an amount for participation of the Cardmember in any of its Program(s) (hereinafter

“Amount”). Subsequent to such debit of Amount, if the Cardmember intimates to the Bank intention of non-participation in the Program, in writing within 7 days of receipt of the Statement sent by the Bank with regard to Cardmember’s usage of the Card, the Amount shall be credited by the Bank to the Cardmember’s Account.

12.15 The Cardmember shall be communicated the number of points earned by a Cardmember in one statement cycle. The rate and the manner these reward points can be redeemed will be at the sole discretion of the Bank may change the rate anytime without any prior intimation.

12.16 No accumulation or redemption of the Points will be permissible if on the relevant date, the Card facility has been withdrawn or cancelled or Card Account is shown as an overdue Account.

12.17 Cardmember cannot transfer the Points to another person or combine the same with any other Card of the Bank held by You. However, the Bank, at its sole discretion, may in certain cases allow transfer of Points for specific schemes and intimate Cardmember of the same from time to time.

12.18 The Bank’s computation of Points shall be final, conclusive and binding on Cardmember and will not be liable to be disputed or questioned for any reason whatsoever.

12.19 Points accumulated that are not redeemed by the Cardmember with 24 months will expire and shall stand forfeited.

12.20 The Credit Card must not be overdue, suspended, blocked, cancelled or terminated by

RBL Bank at the time of the receipt of request for redemption of Points.

12.21 The Points accrued can only be redeemed by the Primary Cardmember, and not by an

Additional Cardmember.

12.22 The Points may be redeemed at participating Merchant Establishments for a variety of rewards, as detailed in the Program catalogue and other mailers issued by RBL Bank from time to time, e.g. merchandise, shopping, dining, travel, entertainment, fee waivers, financial services, Credit Card upgrades.

12.23 The Cardmember is required to register at www.rblrewards.com to be able to place a redemption request. The Cardmember may also access the website for viewing the status and options for their respective redemption of Points.

12.24 RBL Bank will not liable for any delay or loss in delivery of the redemption certificates/vouchers or gifts.

12.25 Redeemed Points are not exchangeable for other rewards, or refundable, replaceable, or transferable for cash or credit under any circumstances, and such redeemed Points cannot be re-converted back to Points. Once exchanged for another partner loyalty program, if any, Points cannot be transferred back.

12.26 All rewards are subject to availability and certain restrictions may apply. The redemption procedure and the additional terms and conditions for each reward shall be set forth in the redemption certificates/vouchers issued to the Cardmember.

12.27 Any additional meals, transportation, accommodation arrangements, courier or other costs incurred in connection with redemption of any reward shall be the sole responsibility of the Cardmember.

12.28 Issuance of a redemption certificate for dining, travel or hotel accommodation does not constitute a reservation. The Cardmember is responsible for making all reservations and notifying the participating Merchant Establishment(s) of the reward(s) he/she is going to redeem.

12.29 Other RBL Bank benefits, which are activated by use of the Credit Card, do not apply to goods or services received as rewards under the Program.

12.30 RBL Bank shall in no event be responsible or liable, in any manner whatsoever, for the product and/or services redeemed from the Point, including but not limited to any defect or deficiency in or with respect to any claim arising out of non-use or use of the Points, or in usage of redemption certificate for dining, travel or hotel accommodation, or in usage, durability, merchantability of any product service acquired by redemption of Points.

12.31 Fraud and/or abuse relating to earning and redemption of Points in the Program shall result in forfeiture of the Points as well as termination and cancellation of the Credit Card.

12.32 Information supplied by a Cardmember on redemption of rewards may be used by RBL Bank or its Merchant Establishments for administrative and/or marketing purposes, without procuring any permission, written or otherwise, from the Cardmember.

12.33 Any taxes or other liabilities or charges payable to the Government, any other authority, body or any other participating Merchant Establishment, which may arise or accrue to a Cardmember on redemption of Points as aforesaid or otherwise shall be to the sole account of the Cardmember.

12.34 RBL Bank reserves the right to cancel, change or substitute the rewards, reward conditions or the basis of computation of Points, or terms and conditions of the Program at any time, without giving any intimation to the Cardmember. RBL Bank can suspend or terminate the Program at any time it deems necessary, without any liability for the Points earned.

12.35 RBL Bank makes no warranties or representations, either expressed or implied, with regard to the type, quality or fitness of the goods and/or services provided/that may be provided by the participating Merchant Establishments/ co-branded commercial or business entity under the Program. Merchandise, where applicable, may be accompanied by warranty information from the manufacturer and any claims must be directed solely to the manufacturer or service provider or co-branded commercial or business entity.

12.36 Any dispute concerning goods or services received as rewards under the Program shall be settled between the Cardmember and the participating Merchant Establishment that supplied the goods or services. RBL Bank will bear no responsibility for resolving such disputes or for the dispute itself.

12.37 Each of the Program shall be governed by a separate specific terms and conditions (hereinafter "Program Terms and Conditions"). However, such Program Terms and Conditions shall not amend in any way to the Cardmember Agreement, and any term referenced but not defined therein may be interpreted in accordance with the Cardmember Agreement.

12.38 RBL Bank acts in good faith in response to any oral or electronic instruction or inquiry by the Cardmember in respect of any matter in relation to this Program and the fulfillment of any reward. The Cardmember shall not be entitled to claim or allege any loss, damage, liability, expense, etc, attributable, directly or indirectly, to any such good faith action of RBL Bank and the Cardmember shall indemnify and hold RBL Bank fully harmless in respect thereof.

12.39 Notwithstanding the aforesaid, the Bank also provides some value-added programs to only a select few Cardmembers. It is clarified that the said Programs are subject to specific terms and conditions and are value-added benefits provided by the Bank at its sole discretion to a select few customers.

13. 24 HOURS CUSTOMER SERVICE

13.1 The Bank shall provide information and facility to Cardmember to facilitate access to information and carry out transactions on their Card Account by giving instructions on telephone. The Bank may accept this either manually or by an automated system. However, the

Bank at its sole discretion, may decide on the nature of the information/transaction that can be given/carried over the telephone. The Bank also reserves the right to authenticate Cardmember's identity before processing the request. Cardmember may also be given a specific Telephone Personal Identification Number (T-PIN) for use of this facility. In the event that the response provided by the Bank as resolution to any query is not to the satisfaction of the Cardmember, Cardmember have an option to escalate the matter within the available escalation mechanism of the Bank or to an external forum i.e. Banking Ombudsman. Usage of foul and unparliamentary language by Cardmember will not be acceptable and if such instances are found, the Bank may initiate necessary action as required including termination of relationship.

13.2 Cardmember should agree that they shall not hold the Bank liable on account of the Bank acting in good faith on such instructions.

13.3 The Bank may at its sole discretion tape or record such instructions and may rely on transcripts of such telephonic instructions in evidence in any proceedings.

13.4 At Cardmember's request the Bank may send financial information by e-mail (at an e-mail registered with the Bank) regarding the Card Account which may be of a private or confidential nature and they shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.

13.5 In following such instructions, the Bank shall be doing so on a best effort basis and will not be liable on account of delay or inability on the part of the Bank to act immediately or at all on any of their instructions.

13.6 The Bank reserves its right not to carry out such instructions where the Bank has reasons to believe that the instructions are not genuine or to withdraw or suspend the facility.

13.7 In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank, Cardmember shall be obliged to inform the Bank of the discrepancy within thirty (30) days of receiving the advice from the Bank.

13.8 In consideration of the Bank providing the said facility Cardmember shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of using this facility.

14. INTERNET BANKING

14.1 Cardmember should agree that while making any internet transaction, any outflow of foreign exchange must be undertaken by them only in accordance with Foreign Exchange Management Act, 1999, Information Technology Act, 2000 and other applicable acts including any rules, regulations, notifications thereunder and any other law as may be applicable from time to time. The Bank, at its sole discretion, may decline certain internet transactions by Cardmember in order to protect from unauthorised and illegal use of account information by any person.

14.2 Cardmember may also be given a specific Personal Identification Number (PIN) for use of this facility. Cardmember shall personally be liable for the security of the said number and shall not share or disclose the said number to any individual.

14.3 Cardmember should agree not to use the Card/Card Number to visit websites on gaming and obscenity that has been prohibited and declared illegal by the Government of India. By doing so, they may be liable for any legal action against them and the Bank shall not be responsible for the same.

14.4 The information materials contained on the websites are subject to change. Unauthorized use of the Bank's website including but not limited to enter into Bank's system, misuse of

password or misuse of any information posted on the website is strictly prohibited. In doing so, Cardmember shall be liable for legal action under the provisions of Information Technology Act, 2000 and other Acts applicable at that time.

14.5 In consideration of the Bank providing the internet banking facility. Cardmember shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of using this facility.

14.6 The Bank reserves the right to terminate any user's access with or without assigning any cause, or without any notice whatsoever.

15. ONE TIME PASSWORD ("OTP") TERMS AND CONDITIONS

15.1 OTP is a one-time password sent via SMS to the mobile phone number on record in the Bank's system. An OTP is necessary to be able to transact using the Credit Card via the internet or via mobile banking. An OTP is generated for transactions where the credit card is not present i.e. transactions carried out over the internet, IVR, etc. and is valid only for a span of 15 minutes from the time of its generation.

15.2 The Cardmember acknowledges and agrees that receipt of any OTP may be delayed or prevented by factor(s) affecting the mobile phone service provider(s) and other factors outside Bank's control. The Bank does not guarantee the delivery of the OTP. The Cardmember agrees to hold the Bank, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:

- a. a non-delivery, delayed delivery, or the misdirected delivery of an OTP;
- b. failure or inability to transact on the Bank credit card, as a result thereof; and any loss or damage suffered or incurred on account of any misuse, unauthorized use, loss or theft of the OTP.

15.3 The Cardmember shall comply with all requirements, instructions and specifications relating to the security of the OTP as may be prescribed at any time and from time to time in its sole and absolute discretion. Without prejudice to the generality of the foregoing, the

Cardmember shall at no time allow or permit another person to use the OTP.

15.4. The Cardmember will be responsible for keeping the OTP confidential. The Cardmember shall not reveal the OTP to any other party and shall take all necessary steps to prevent disclosure or discovery of the OTP and/or password/s to/by any other party. The Cardmember is responsible for ensuring the security of the OTP as well as mobile phone or device on which the OTP are received, and for keeping these protected from unauthorized use.

15.5. The Cardmember shall be liable for all the transactions made using the OTP.

15.6. The Cardmember shall immediately notify the Bank by calling the 24-Hour Customer Service:

- (i) if any number or device registered with the Bank is lost or stolen, or fails to function as intended, (ii) if the Cardmember has any knowledge or reason for suspecting that the security or confidentiality of any OTP has been compromised, or if there has been any unauthorized use of any OTP or (iii) of any loss, replacement and/or change of number, as the case may be, of any

mobile phone or other device (as the case may be) used by the Cardmember for the generation and/or reception of the OTP. The Cardmember shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure to comply with any of the foregoing. Financial liability arising due to the loss, theft or misuse of the OTP due to the

Cardmember's negligence shall be borne by the Cardmember and could result in cancellation of the Credit Card.

15.7. The Cardmember reserves the right to refuse any transactions if the Cardmember believes that the OTP is being misused or being used without proper authorization.

15.8. The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of the OTP without giving any reason therefor and the Bank shall not be liable for any loss or damage as a result thereof.

16. TRANSFER & PAY

Refer the Transfer and Pay terms and Conditions on the website www.rblbank.com

17. APPOINTMENT OF THIRD PARTY/SERVICE PROVIDER

17.1 The Bank, at its sole discretion, may appoint third parties/service providers for providing service over the phone or through any other means. The Bank may also appoint third party/service providers for conducting certain activities such as but not limited to reference checking, data-entry and back-office related operations, verification through credit bureau, credit verification, recovery of any outstanding on the Card or initiate any other action allowed by law for recovery of all dues owing to the Bank. However, the Bank will not be responsible for any consequences arising out of the third party's acts or omissions. All payments made to such third parties service provider for collection will be deducted from Cardmember's cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues/amounts.

17.2 Cardmember shall be liable for all costs associated with the collection of dues, legal expenses and discretionary amounts with interest, should it become necessary to refer the matter to any agent or take legal recourse for enforcement of payment.

18. CREDIT CARD REISSUANCE AND REPLACEMENT

18.1 If Card becomes defective/gets damaged, mutilated, lost or stolen, Cardmember may ask for a replacement Credit Card at any of the Bank's branches or lodge your request at Customer Service 24 hour Toll Free number 1800 121 9050. All such replacement Credit Cards shall be provided at the discretion of the Bank upon such Charges prevailing at the time of replacement. The damaged Card must not be used and should be cut in diagonally over the magnetic strip and returned immediately to the Bank. Also, please destroy the chip (if any) on the Credit Card by cutting the chip in two pieces.

19. CHANGE OF ADDRESS AND TELEPHONE NUMBER

19.1 Cardmember shall promptly notify the Bank at the address notified by the Bank from time to time or designated customer service centre in writing or telephonically of any change in their address and/or any telephone number. Any request for change in address should be accompanied with the self-attested address proof.

20. EXCLUSION OF LIABILITY

20.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to

Cardmember in respect of any loss or damage arising directly or indirectly out of (a) any defect in any goods or services supplied, (b) the refusal of any person to honor or accept a Card, (c) the malfunction of any Electronic Terminal, (d) the giving of transaction instruction other than by the Cardmember, (e) any statement made by any person requesting to return of the Card or any act performed by any person in conjunction, (f) handing over of the Card by the Cardmember to anybody other than designated employees of the Bank at the Bank's premises, (g) the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal, (h) the exercise by the Bank of its right to terminate any Card or the Card Account, or (i) any injury to credit, character and reputation alleged to have been caused by the repossession of the Card and/or any request for its return or the refusal of any service establishment/mail order establishment to honor or accept the Card (j) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank. In the event a demand or a claim for settlement of outstanding dues from Cardmember is made either by the Bank or any person acting on behalf of the Bank, Cardmember should agree and acknowledge that such demand or claim shall not amount to be an act of defamation or on act prejudicial to or reflecting upon Cardmember character, in any manner.

21. CROSS DEFAULT

21.1 Cardmember accepts that any default in discharging the obligations under the Cardmember Agreement shall be deemed default under the Cardmember Agreement and the Bank reserves the right to exercise any or all rights under the said Agreement including the right to terminate Credit Card Facility.

21.2 Cardmember acknowledges the right of the Bank to terminate the Credit Card facility in the event of default in respect of any other loan financial credit facility extended to Cardmember by the Bank and vice versa.

22. SERVICES PROVIDED BY MASTERCARD/VISA

22.1 There are certain emergency services on best effort basis provided to Cardmember by MasterCard/VISA. Such services are provided by MasterCard/Visa through third party agents. Cardmember shall be responsible for the cost incurred in availing such emergency services provided by/through MasterCard/Visa and the Bank does not accept any responsibility for the arrangement or use if such services by the Cardmember.

23. INSURANCE BENEFITS

In addition to Terms and Conditions as may be stipulated by the concerned insurance company providing insurance cover/facilities, for the purpose of these Terms and Conditions, the following Terms and Conditions shall govern such insurance cover:

23.1 Insurance covers may vary from Card to Card. The Cardmember understands that he/she is required to check and understand the specific complimentary insurance cover provided to the

Cardmember under the specific RBL Bank Card/Co-branded Card.

23.2 The Cardmember specifically understands that any complimentary insurance covers/facilities provided on any Card, if any, may not be available for any one or more specific category/type of Card.

23.3 Insurance covers are not provided by the Bank. Exclusions/limitations and claim process are applicable as per policies issued by the concerned insurance company. The Cardmember specifically acknowledges that RBL Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, whether or not the premium for such insurance cover is paid by the Cardmember. The Cardmember acknowledges that the concerned insurance company will be solely liable, for all such insurance related claims/matters and the Cardmember shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the concerned insurance company and to the exclusion of RBL Bank and no communication in this regard will be entertained by RBL Bank. However, there could be specific exceptions to the aforesaid for certain insurance covers offered wherein RBL Bank may assist (but not obliged to) in informing about and collecting claim documentation and these will be communicated at the time of selling such insurance covers.

23.4 The Cardmember acknowledges that the insurance cover so provided will be available to the Cardmember only as per the terms of the relevant insurance policy in force, and only so long as the Cardmember is and remains a Cardmember of RBL Bank with his Card being Valid Card, and on the Card membership being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of Card membership. Further, the Cardmember also agrees that even during the continuation of his Card membership, RBL Bank may at any time without prior notice (in its sole discretion and /or without assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on RBL Bank to continue this benefit.

23.5 Benefits indicated in the concerned insurance policy shall be the maximum amount for which the Cardmember will be entitled in the event of any loss during the period of the respective insurance policies under which such covers are provided by the concerned insurance company.

24. ASSIGNMENT/SECURITISATION

24.1 Cardmember expressly recognizes and accepts that the Bank shall be absolutely entitled to sell, assign or transfer, in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as the Bank may decide (including reserving a right to the Bank to proceed against Cardmember on behalf of any purchaser, assignee or transferee), Cardmember's outstanding and dues to any third party of the Bank's choice without reference to or without written intimation by the Bank to Cardmember, and any such sale, assignment or transfer shall bind to accept such third party as a creditor exclusively or as a joint Creditor with the Bank, but with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party or to appropriate the same, as the Bank may decide. Any costs incurred by the Bank towards enforcement or its rights and recovery of outstanding and dues shall be debited to Cardmember's Account.

25. MISCELLANEOUS

25.1 Where the Bank acts on good faith in response to any oral or electronic instruction or

inquiry by the Cardmember in respect of any matter in relation to the Card, the Cardmember will not be entitled to claim or allege any loss, damage liability, expense etc. attributable, directly or indirectly, to any such good faith action of the Bank and the Cardmember agrees to hold the Bank harmless in respect thereof.

25.2 Cardmembers' liabilities under this Cardmember Agreement shall not be discharged of until outstanding on the Card Account is cleared in full.

25.3 The total outstanding on the Card Account together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to the Bank on bankruptcy, insolvency, dissolution or winding up of a corporate body of a Cardmember or death of the Primary Cardmember. The Primary Cardmember's estate will be responsible for setting off any outstanding on the Card Account and should keep the Bank indemnified against all costs including legal fees and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to levy Finance Charges and other applicable charges as given in the Schedule of Charges at its prevailing rate.

25.4 The Card Account will also be liable to be suspended on instructions from any Government/Regulatory Body. All amounts outstanding on the Card shall be deemed to have immediately become due on instructions from Government/Regulatory Bodies, as the case may be, and the Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to Cardmember's obligation to pay forthwith all outstanding.

25.5 The Bank shall from time to time be entitled to add to and/or amend all or any of these

terms and conditions, which shall be communicated in writing to the Cardmember. Cardmember will be bound by such amendments unless all the outstanding in the Card Account is paid and the Card is returned to the Bank for cancellation or cut in half before the date upon which any amendment is to have effect.

25.6 The Bank shall at its sole discretion add any new or withdraw any existing facility or features available to Cardmember under these terms and conditions.

25.7 All published information is correct and complete at the time of printing. The Bank cannot assume responsibility for changes, which occur after printing.

25.8 Cardmember is required to refer to our website: www.rblbank.com for MITC (Most Important Terms and Conditions).

25.9 The Card Member undertakes and authorizes RBL Bank, its affiliates to exchange, share or part with all the information, data or documents relating to his/her application to other RBL Bank affiliates/branches/subsidiaries/banks/financial institutions /credit bureaus / agencies / regulatory authorities / statutory bodies /tax authorities /Information Bureaus/ BFL/ such other persons as RBL Bank may deem necessary or appropriate or as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / transaction data / products thereof and shall not hold RBL Bank liable for use of this information.

In case the Card Member commits a default in payment or repayment of principal amount of any financial assistance/facilities/ financial/credit facility or interest/charges due thereon, RBL Bank and / or the RBI will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/ or its directors/partners/ add-on card holders, as applicable, as defaulters in such manner and through such medium as RBL Bank or RBI in their absolute

discretion may think fit. RBL Bank shall disclose information relating to credit history/repayment record and/or days past due status of the Card Member in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau. Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. RBL Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Card Member or his / her family members), RBL Bank may, after 15 days prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall be immediately payable by the Card Member. RBL Bank shall not be obliged to disclose to the Card Member the name of the bank or financial entity, from where it received or to which it disclosed information.

26 Split and PAY

26.1 Refer Split and pay terms and conditions on website www.rblbank.com

Easy Pay has been re branded to Split and Pay

27. OFFERS

27.1 RBL Bank, from time to time, may communicate offers of various Merchant Establishments to its Cardmembers either at time of acquisition or after the Card has been boarded. These may be communicated to the customer through vouchers that could be co-branded or could be only of the Merchant Establishment.

27.2 These offers are brought to the Cardmember solely by the participating Merchant Establishments. Rules of the participating Merchant Establishments will apply. RBL Bank is not making the Offer, holds no warranty and is not representative of the delivery, quality, merchantability or suitability of product/services availed of by the Cardmember under this Offer/the Voucher.

27.3 The Cardmember further understands that any information exchanged by the Cardmember with the Merchant Establishment shall be at his/her sole direction and he/she shall not hold RBL Bank liable or responsible for use or misuse of such information by the Merchant Establishment. Any disputes as regards delivery, quality, merchantability or suitability of products/services availed of under this Offer the vouchers must be addressed by the Cardmember in writing to the participating Merchant Establishments directly and RBL Bank will not entertain any communication in this regard.

27.4 RBL Bank shall not be liable for any loss or damage whatsoever that may be suffered or for any personal injury that may be suffered to a Cardmember directly or indirectly by use or non- use of products/services availed of under this Offer/the Vouchers.

27.5 RBL Bank reserves the right to extend or terminate these offers without prior notice. RBL Bank reserves the right, at any time, without prior notice, to add/alter/modify/change or vary all of those terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this offer or not, or to withdraw the offer altogether.

27.6 RBL Bank Cardmember shall not be entitled to compensation / benefits in any form whatsoever in lieu of the Offer being availed. Offers cannot be exchanged or redeemed for cash.

27.7 RBL Bank shall not be liable in any manner whatsoever or howsoever for any loss or damage or claims that may arise out of or otherwise howsoever from any refusal or failure on the

part of the merchant establishment to provide or honor the offer, or benefits or privileges given under the Offer, for any reason whatsoever.

27.8 Offer can be availed only if the card is current and in good standing at the time of availing the offer

27.9 RBL Bank shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by for any loss whatsoever of any nature suffered by any Cardmember

27.10 Any dispute relating to the offer or the terms and conditions shall be subject to the jurisdiction of the Courts in Mumbai only The disputes if any shall be governed under the provisions of Arbitration and Conciliation Act, 1996 (as amended up to date)

27.11 Participation in the Offer is optional and is at the sole discretion of the Cardmember

27.12 In all matters relating to the Offer, the decision of RBL Bank shall be final and binding in all respects.

27.13 In the event that the Offer, these terms and conditions, or any part thereof is prohibited or restricted under applicable law, the Offer and/or the terms and conditions (as the case may be) may be modified to the extent required to comply with the law.

27.14 The terms & conditions of the offer shall be in addition to and not in substitution of/derogation to, the Card member terms & conditions governing the card.26.14 Any term and condition applicable to the Offer which is illegal, prohibited or unenforceable under any law or regulations shall be ineffective to the extent of such illegality, void, prohibition or unenforceability without invalidating the remaining terms and conditions.

28. RIGHT TO SET OFF /BANKER'S LIEN

28.1 In the event of Cardmember delaying or being unable to settle the Credit Card outstanding, as provided in this Agreement, for any reason whatsoever, Cardmember expressly and unconditionally authorise the Bank to set off and adjust any such outstanding against any property or assets in the possession of the Bank from time to time, including but not limited to, Savings Account(s), Current Account(s), and Term Deposit Account(s) that Cardmember may have with us individually or jointly, or any amount that may be payable by Us in any capacity to Cardmember on any account whatsoever. The Bank shall have a lien over all their assets in possession of the Bank as per law.

29. WAIVER/ ACQUIESCENCE

29.1 No delay in exercise or omission to exercise any right, power or remedy accruing to the Bank upon any default under this Agreement, or any other agreement or document, shall impair any such right, privilege, power or remedy, nor shall it be construed to be a waiver/ forbearance thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default.

30. ARBITRATION

30.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved by referring the dispute to a sole Arbitrator, appointed by a designated officer of the Bank under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of arbitration shall be Delhi, India. The arbitration proceedings shall be in English language.

31. JURISDICTION AND GOVERNING LAW

31.1 All disputes arising out of and/or relating to this Cardmember Agreement shall be subject to the exclusive jurisdiction of competent courts at Delhi, India. This shall not, however, limit the rights of the RBL Bank to file/take proceedings in any other court of competent jurisdiction.

31.2 This Agreement shall be governed by the laws of India.