

## **TERMS & CONDITIONS FOR DEBIT CARDS**

These Terms and Conditions apply to and regulate the issuance and usage of debit cards offered by RBL Bank and the rules and regulations in force from time to time as issued by Reserve bank of India to an Account holder and/or any person as may be specified by the Account holder.

These terms and conditions (the “Terms”) shall be in addition to any other terms as stipulated by RBL Bank from time to time. All annexure to the Terms shall form an integral part of the Terms.

### **DEFINITIONS:**

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words/ expressions shall have the meaning as stated herein under:

"Account" shall mean the savings and/ or current account designated by RBL Bank to be eligible account/s for operations through the use of the Card.

"Account Statement" shall mean the periodical statement of Account sent by RBL Bank to a Cardholder, from time to time, setting out the Transactions carried out and balance in the Account as on that date, and any other information as RBL Bank may deem fit to include.

"Account holder" shall mean individuals, proprietorships, TASC, partnership firm, public limited companies, private companies and LLP firms concerns or company holding an Account with RBL Bank. Provided however in case of savings account, the expression “Account holder” refers to only individuals holding such account with the RBL Bank.

"Affiliate" means and includes: Any company which is the holding or subsidiary company of RBL Bank, or a person under the control of or under common control with RBL Bank, or Any person in whom RBL Bank has a direct or beneficial interest or control of more than 26% of the voting securities. For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

"ATM" shall mean any Automated Teller Machine, whether in India or overseas, whether of RBL Bank or a specified Shared Network, at which, amongst other things, the Cardholder can use his/her Card to access his/her funds in his/her Account, held with RBL Bank.

"Card" refers to the RBL Bank debit card issued to the Account holder in India and/or any other person specified by the Account holder to RBL Bank.

"Cardholder" or "Customer" shall mean the Account holder of RBL Bank or any such person authorized by the Account holder to whom a Card has been issued and who is authorized to hold/use the Card.

"Domestic Transactions" refers to the Transactions entered into by the Cardholder on his domestic valid debit card within India.

"Do Not Call" gives you a choice about whether to receive promotional calls/ SMS or not.

"International Transactions" refers to the Transactions entered into by the Cardholder on his internationally valid debit card outside of India, Nepal and Bhutan.

"Internet Website" shall mean websites of the Merchant Establishments wherever located which honor the Card for payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organizations advertised as honoring the Card.

"Merchant Establishment" shall mean such physical and/or virtual establishments, wherever located, which honor a card (issued by VISA/ MasterCard/ Rupay or any such card network) and shall include, among others, stores, shops, restaurants, hotels and airlines cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

"Merchant" shall mean any person who owns or manages or operates a Merchant Establishment.

"One-time password (OTP)" is an automatically generated numeric or alphanumeric string of characters that authenticates the user for a single transaction or session.

"PIN" shall mean the confidential personal identification number allocated to the Cardholder by RBL Bank or chosen by the Cardholder in relation to the Card.

"POS Terminal" shall mean 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.

"Primary Account" shall mean such primary Account that is linked to the Card.

"RBL Bank" or "the Bank" shall mean RBL Bank Limited, a company incorporated under the Indian Companies Act, 1913 having its registered

office at Shahupuri, Kolhapur – 416001 and its corporate office at One IndiaBulls Center, Tower 2,6<sup>th</sup> floor,841 Senapati Bapat Marg, Lower Parel, Mumbai 400 013 and one of its office at 9<sup>th</sup> floor, Techniplex-I, off Veer Savarkar Flyover, Goregaon (West), Mumbai -400062 and operating through its branches (which expression shall, unless it be repugnant to the subject or context thereof, include its successors, representatives and assigns), the proprietors/ owners of the Card.

"RBL Bank Customer Care Center" refers to RBL Bank-Phone Banking Service provided by RBL Bank, which shall be available to all Cardholders. All Cardholders availing of the RBL Bank Customer Care Center shall be bound by the terms and conditions stipulated by RBL Bank in this regard.

“RBL Bank’s website” shall mean [www.rblbank.com](http://www.rblbank.com) being the website of RBL Bank.

“Shared Network” shall mean RuPay/VISA/MasterCard or any other networks which honor the Cards.

'Tariff Annexure' means an annexure detailing the charges applicable for the services offered on the Card. These charges are subject to changes at the sole discretion of RBL Bank. Normally any such changes in charges may be made only with prospective effect giving prior notice of 1 month to the Cardholder.

“Transactions" shall mean any instruction given by a Cardholder using a Card directly or indirectly to RBL Bank to effect a transaction.

## **INTERPRETATIONS:**

- a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b) Words importing any gender include the other gender.
- c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the Terms.
- e) References to VISA/ MASTER CARD/ Rupay/ NPCI regulations pertain to the guidelines issued by VISA/ MASTER CARD/ Rupay to all the member banks of its network.
- f) The rules of interpretation as set out in the General Clauses Act shall, unless it is repugnant to the subject or context thereof, apply to the Terms as if incorporated herein.

## **APPLICABILITY OF TERMS:**

### **TERMS:**

These Terms and Conditions form the contract between the Cardholder and RBL Bank. The Cardholder shall be deemed to have unconditionally agreed to and accepted these Terms and Conditions by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by requesting POS activation of the Card or activation through ATM or after ten (10) days have elapsed since the Card was dispatched to his address on record. These Terms and Conditions will be in addition to and not in derogation of the Terms and Conditions relating to the Account of the Cardholder. The Cardholders availing of any services/ facilities/ offers shall at all times continue be bound by the terms and conditions stipulated by RBL Bank from time to time for such services/ facilities/ offers. The Bank shall cancel the Card if the Customer fails to comply with the terms and conditions/ defaults under any other agreement or commitment entered with the Bank/ death of the Customer/ upon the bankruptcy/ insolvency/ other similar proceedings are admitted against the Customer.

### **ISSUANCE OF THE CARD:**

The Card will be issued to Account holder by RBL Bank basis receiving a request from the Account holder. This request so received may be at the time of account opening (through account opening form), through letter given to a branch at a later stage post account opening. A customer may additionally also request for a card through SMS/ EMAIL/ INTERNET/MOBILE BANKING & Contact Centre or any such channel that a Bank may inform Customers being an authentic mode of request acceptance. A Customer would need to choose the type of card that he would like to have on his account and would be needed to pay the associated fees of the card. The Card will be issued for individual and for non-individual Customers only when the Mode of Operation is not jointly held. The requisite documentation needed along with necessary forms may change from time to time. The same needs to be taken/understood from RBL Bank Branches.

RBL Bank may also offer Customers the option of upgrading their debit card to a different variant. In such a case, Customer's existing debit card would get blocked post usage of the new Card by the Customer or within 60 days of issuance of the new card. The fees for this upgrade may vary from time to time and case to case. A Customer would be pre-informed of related pricing before such a request is taken from him.

## **ACTIVATION OF CARD:**

The Card so sent to the Cardholder needs to be activated first through a PIN-based transaction at any bank ATM or at Merchant Establishment. The PIN generation mechanism will be informed by the Bank to a Cardholder from time to time through various channels.

## **BENEFITS OF CARD:**

The Cardholder can withdraw/ access cash at any ATM/ at RBL Bank branch, make payments at Merchant Establishments (online or offline), ascertain information about his Account balance, mini statement with limited number of transactions through the use of the Card at ATMs/RBL Bank Customer Care or any such services as specified by RBL Bank from time to time.

The Cardholders availing of any such services through the use of the Card shall be bound by the terms and conditions stipulated by RBL Bank, and as amended from time to time, with respect to such services. The respective Card is valid for use at ATMs and Merchant Establishments for Domestic Transactions and for International Transactions. However, the Card is not valid for payment in foreign exchange for any Domestic Transaction at Merchant Establishments in India, Nepal and Bhutan. The Card is valid up to the last day of the month indicated on the Card. Upon occurrence of a Transaction, the Primary Account linked with the Card shall be instantaneously debited by RBL Bank.

## **PERSONAL IDENTIFICATION NUMBER:**

To enable the Cardholder to use the Card, a PIN will be issued to him in the first instance by RBL Bank. RBL Bank exercises utmost care and caution when issuing the PIN to the maximum extent possible, that the same is not disclosed to anyone except the Cardholder. The PIN setting mechanism is currently done via initiation of a SMS from the customer's registered mobile number. This PIN may subsequently, be changed by the Cardholder, at his own risk, at any Bank ATM or by sending a REPIN message from his registered mobile number. The Cardholder acknowledges, represents and warrants that with the usage of PIN, the Card shall be operational and it provides access to the Account. The Cardholder accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered in to the Account using such PIN. The Cardholder shall not record the PIN in any form so as to facilitate PIN coming to knowledge of a third party. The Cardholder grants express authority to RBL Bank for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. RBL Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's PIN. The Cardholder shall at all times take all appropriate steps to maintain the security of the PIN. Subject to the provisions stated herein and as specified by RBL Bank from time to time, the Cardholder will not hold RBL Bank liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of the Card and/or the

PIN. RBL Bank will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Account, the Cardholder will be responsible and shall indemnify RBL Bank against any liability, costs or damages arising out of such misuse/ use by third parties based upon or relating to such access and use or otherwise.

#### **VALIDITY OF CARD:**

The Card is valid up to the last date of the month/ year indicated on the face of the card. The Cardholder undertakes to destroy the Card when it expires by cutting it into several pieces. RBL Bank reserves the sole right of renewing the Card on expiry.

#### **LOST OR STOLEN CARDS:**

If a Card is lost or stolen, the Cardholder must file a report with the local police and send a copy of the same to RBL Bank. The Cardholder may report a Card loss over the telephone to RBL Bank's Customer Care Centers or by way of written communication to his branch of RBL Bank or such other mode as may be acceptable to RBL Bank. The contact detail of Customer Care is provided at RBL Bank's Website. RBL Bank upon adequate verification will hotlist/block the Card during working hours on a working day for RBL Bank. If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through the VISA/MASTERCARD Global Emergency Assistance help lines; the charges for the usage of such services shall be borne by the Cardholder. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. The Cardholder will be liable for all charges incurred on the Card until the Card is hot listed/ cancelled. Further, in the event RBL Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder. The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to RBL Bank and adequate care taken to prevent its misuse.

#### **SURRENDER/ REPLACEMENT OF CARD:**

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

## **TERMINATION:**

The Cardholder may discontinue/ terminate the Card anytime by a written notice to RBL Bank accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by RBL Bank. RBL Bank may at any time, with or without notice, as to the circumstances in RBL Bank's absolute discretion require, terminate the Card.

## **USAGE GUIDELINES:**

1. The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign the Card immediately upon receipt. The Cardholder must change the PIN (if assigned by RBL Bank) after the first usage and choose another PIN as a safety measure for secured usage of the Card. The Cardholder will be responsible for all facilities granted by RBL Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and RBL Bank. RBL Bank reserves the right to change the types of Transactions supported by the Card subject to a notice being given to the Cardholder. The Cardholder shall notify RBL Bank immediately of any error or irregularity in maintaining the Account/ Card by RBL Bank at any RBL Bank's Customer Care Centers.
2. Cardholder may wish to opt out for not sharing promotional offer messages by activating Do Not Call service.

## **LIABILITY IN CASE OF UNAUTHORIZED TRANSACTIONS**

If a Card is lost or stolen or in the event of any unauthorized transaction on the Card, the Card Member must immediately report the loss/ theft to RBL Bank. The Cardholder must also immediately notify the loss/ theft of the Card by calling the RBL Bank's 24 hour Customer Care Center or by way of a written communication to his branch of RBL Bank or such other mode as may be acceptable to RBL Bank. The Cardholder shall not bear any financial liability, to the extent of and in accordance with the provisions of this section, for an unauthorized transaction (except ATM cash withdrawal and online Debit Card usage) provided he/ she notifies RBL Bank in writing immediately of such unauthorized transaction and the Cardholder is not, in the opinion of RBL Bank, guilty of negligence, fraud or collusion. The said benefit shall be available to Cardholder subject to the terms contained herein and only in the event the following conditions are fulfilled:

1. If the Card is duly reported to be lost/ stolen by the Cardholder as per the procedure laid down by RBL Bank and upon the Cardholder submitting a copy of the FIR reporting

such loss/ theft of the Card to RBL Bank; If the said unauthorized transaction/s is/ are conducted within a period of 15 days prior to the date of such reporting of loss/ theft of the Card to RBL Bank;

2. If the Cardholder has conducted at least one purchase transaction using the Card, within 3 months prior to the date of such reporting of loss/ theft of the Card; and
3. If the Cardholder has registered his mobile number with RBL Bank for mobile banking & Transaction SMS facility.

However, RBL Bank may, at its sole discretion deny the Cardholder the said benefit of insurance cover, entirely or levy the additional expenses incurred on such enquiry/ investigation:

1. If RBL Bank, in its sole opinion, determines, based on available evidence (provided by the Cardholder and/ or otherwise obtained) that the Cardholder was grossly negligent or fraudulent in the handling of the Account or the Card (including protecting the Card, or Account or PIN, and reporting the loss or unauthorized Transactions) and/ or
2. If RBL Bank, in its sole opinion, determines that further investigations are required, including those for the unauthorized transactions and/or merchant types; and/or
3. If the prior account history of the Cardholder is unsatisfactory.

The responsibility of RBL Bank for the non-execution or defective execution of an unauthorized transaction is limited to the principal sum and the loss of interest, subject to the provisions of the law governing the terms. Provided further that the total liability of RBL Bank in this regard for any unauthorized transaction conducted on the Card shall be limited to Rs.1,00,000 (Rupees One Lakh only) only and the same is subject to change, at the sole discretion of RBL Bank, from time to time.

### **PROMOTIONAL OFFERS:**

RBL Bank displays on RBL Bank's Website the offers/ products/ services extended by third parties to RBL Bank's Customers and RBL Bank is not rendering any of these offers/ products/ services. RBL Bank does not act as express or implied agent of the said third parties vis-a-vis the Customers. RBL Bank is neither guaranteeing nor making any representation with respect to the offers/ products/ services provided by the third parties.

RBL Bank shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy in the services/ sale/ quality/ features rendered by any company/ third party, its agents or representatives for the said offers/ products/ services. The Customer hereby agrees not to hold RBL Bank responsible or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that he/she may suffer on account of the Offer. RBL Bank is not



responsible for any loss, damage, cost etc. that you may incur in the event of failure or disruption of Third Party's website, or from any other cause relating to your access to, inability to access, or use of the Third Party's website. For any queries, complaints, issues and/ or feedback shall be directly dealt with the third parties only. The offers/ products/ services may also be available at other platforms. The Customer's participation to avail such offers/ products/ services is purely voluntary.

### **MULTIPLE ACCOUNTS:**

The Cardholder agrees that in case he has multiple accounts with RBL Bank, RBL Bank will decide the number of accounts, which will have the Card facility on them. In case of Cards linked to multiple Accounts, all Transactions done on Shared Network ATMs and POS Terminal Transactions carried out with the Card will be affected only on the Primary Account. In case of an RBL Bank's ATM, customer will have the option to choose the account from which the money is to be debited. RBL Bank will debit the Accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement of the Account(s), which are linked to the Card.

### **STATEMENTS AND RECORDS:**

The Cardholder can get a verbal or written history of his Transactions by calling the RBL Bank Customer Care Center. The Cardholder can also check the transaction records from the Account Statement available online at RBL Bank's internet banking and last 10 transactions on RBL Bank ATM. The Cardholder will inform RBL Bank in writing within 15 days, if any irregularities or discrepancies exist in the transactions/ particulars of the Account on any Account Statement that is made available to the Cardholder. If RBL Bank does not receive any information to the contrary within 15 days RBL Bank may assume that the Account Statement and the transactions are correct. To ensure the Cardholder's interests, RBL Bank may record on camera or on videotape, at its own discretion the access to and the presence of any person while availing the use of the Card facilities at its ATM for ATM transaction All records maintained by RBL Bank, in electronic or documentary form of the instructions of the Cardholder and such other details (including but not limited to payments made or received) pursuant to the Terms, and all camera/ video recordings made as mentioned above shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

### **ATM USAGE:**

The Card can be used at the ATM locations with the help of the confidential PIN. All Transactions conducted with use of the PIN will be the Cardholder's responsibility. The Cardholder agrees that he will be allowed to withdraw only a certain amount of cash per

transaction per day as determined by RBL Bank irrespective of the credit balance in the Account(s). This amount will be announced from time to time on RBL Bank's Website. Any attempt to violate this limit may lead to withdrawing of his Card facility. When the Cardholder completes a transaction through an ATM he can opt to receive a printed transaction record i.e. the transaction slip/ ATM receipt. The amount of available funds is shown on this ATM receipt when the Cardholder uses his Card. The Cardholder is advised to retain the record of Transactions generated by the ATM with him. The Cardholder agrees not to attempt to withdraw using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.

### **MERCHANT LOCATION USAGE:**

The Card is acceptable at all Merchant Establishments in India for Domestic Transactions and abroad for International Transactions (in case of an international card) which display the logos of VISA/MASTERCARD and/or such other agencies recognized by RBL Bank and which have a POS terminal. The Card is for electronic use only as in the case of the charge slip/ sales slip printed electronically from the POS terminal. The Cardholder must sign a sales slip (if not a PIN based transaction) whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved as being authorized by the Cardholder will be his liability. The Card is operable with the help of the Cardholder's signature or the PIN at POS terminals installed at Merchant locations depending on the functionality of the POS Terminal. The Bank will not accept responsibility for any dealings, which the Cardholder may have with the Merchant including but not limited to the supply of goods and services. In the event the Cardholder has any complaints concerning any Merchant Establishment, the Cardholder with the Merchant Establishment should resolve the matter and failure to do so will not relieve him from any obligations to RBL Bank. However, the Cardholder should notify RBL Bank of this complaint immediately. RBL Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by RBL Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the Merchant must cancel the earlier sales slip and the Cardholder must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip/ sales slip needs to be produced by the Cardholder, if called for.

## **INTERNATIONAL USAGE:**

- a) The Card is NOT VALID for foreign currency transactions in Nepal and Bhutan i.e. in any currency that is not the local currency or the Indian Rupee.
- b) For International Transactions, the Cardholder is required to use the Card strictly in accordance with the Exchange Control Regulations of Reserve Bank of India. In the event of failure to comply with the same, the Cardholder is liable for action under Foreign Exchange Management Act 1999 and may be debarred from holding the Card from the Bank either at the instance of the Bank or that of the RBI. The Cardholder shall indemnify and hold Bank harmless from and against any/all consequences arising from his not complying with Exchange Control Regulations of RBI.
- c) 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 RBI as issued from time to time.
- d) The Card may be used, within the foreign exchange entitlements, as stipulated by RBI from time to time, by Cardholders going abroad for bonafide personal expenses, provided the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods, so purchased abroad, into India would be governed by the baggage rules/ EXIM policy or any other rules in force. The entitlement of exchange should be ascertained prior to the trip from the authorized dealer branches of the Bank. The card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant rules.
- e) Non-resident Indians can hold the internationally valid debit card, provided all dues arising out of its use in India/abroad are met out of an NRE account held with the Bank else they will only be issued a domestic debit card.
- f) The Cardholder agrees that every transaction for withdrawal of foreign currency will attract a service fee stipulated by the Bank. The service fee is liable to be changed without notice.
- g) The exchange rate used for all foreign currency transactions will be decided by VISA/ MasterCard/ Rupay and will be binding on the Cardholder.

## **EXCLUSION FROM LIABILITY:**

In consideration of RBL Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep RBL Bank and/ or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which RBL Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of RBL 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; breach or noncompliance of the Terms and the terms and conditions pertaining to the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents. The Cardholder shall indemnify and hold harmless RBL Bank from any and all consequences arising from the Cardholder not complying with the Exchange Control Regulations of the RBI, breach of Foreign Exchange Management Act (FEMA) and the rules and regulations made there under and/or any other Act/Authority. The Cardholder shall also indemnify RBL Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card/PIN. Without prejudice to the foregoing, RBL Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- Any defect in quality of goods or services supplied.
- The refusal of any person to honor to accept a Card
- The malfunction of any computer terminal/ system not within RBL Bank's control
- Effecting Transaction instructions other than by a Cardholder.
- Handing over of the Card by the Cardholder to anybody other than the designated employees of RBL Bank at RBL Bank's premises.
- The exercise by RBL 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 is made and/or procured by RBL Bank.
- The exercise by RBL Bank of its right to terminate any Card.
- Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Card.
- Any misstatement, misrepresentation, error or omission in any details disclosed by RBL Bank except as otherwise required by law, if RBL Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which RBL Bank in good faith believes/calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, RBL Bank may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.

RBL Bank reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction; In the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by RBL Bank or any person acting on behalf of RBL Bank, the Cardholder agrees and acknowledges that such

demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner. The Cardholder agrees to indemnify RBL Bank for any machine/mechanical error/failure. However, RBL Bank shall be liable for all direct losses incurred by the Cardholder, caused due to a technical error/ malfunction, which is directly within RBL Bank's control. However, RBL Bank shall not be liable for any loss caused due to a technical breakdown of the payment system if the same was recognizable by the Cardholder by a message on the display of the device or was otherwise known/ communicated. The liability of RBL Bank in cases of non-execution or defective execution of the Transaction shall be limited to the principal value of the Transaction and the interest thereof, if any, subject to RBL Bank's policies and applicable law/s.

#### **ADDITION/ WITHDRAWAL OF FACILITIES:**

RBL Bank may, at its discretion, make available to the Cardholder more services on the Card, ATMs, POS Terminals, Internet or otherwise and/or other devices through Shared Networks for the Cardholder's convenience and use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by RBL Bank from time to time will be recovered by a debit to the Account linked with the Card. The Cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. RBL Bank shall also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at ATMs/ POS Terminal/ Internet/ other devices within/ outside India and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

#### **OPERATIONS RESPONSIBILITIES:**

1. In case, non-individual Cardholder wants to change their mode of operation to jointly then the Cardholder will have to give a separate request for Card closure in addition to request for changes in the Account structure. In case, Cardholder who is authorized signatory of the Account and wants to quit, then the Account holder will have to give a separate request for Card closure in addition to request for changes in the Account structure.
2. The Cardholder hereby unconditionally and irrevocably authorizes RBL Bank to accept and act upon all such instructions that RBL Bank may receive, from time to time, from the authorized persons to operate its Accounts.
3. The Company hereby unconditionally and irrevocably authorizes RBL Bank to courier the Card and the PIN to attention of the said authorized persons, at the address of the Company mentioned above.

4. The Cardholder hereby agrees that in the event it does not intend to avail of the Card facility, the Cardholder/ authorized persons shall communicate to RBL Bank such intention in writing.
5. Cardholders will be responsible for the accuracy of his/ her personal details provided by him/ her. Cardholders must inform the Bank immediately of any change in his/ her particulars.
6. The Cardholder hereby acknowledges, agrees, confirms and undertakes that the onus of keeping the Card and PIN, confidential and limited to the Cardholder/ its authorized persons is entirely of the Cardholder's risk and all transactions conducted by way of/ through the Card and access to information related to the Accounts, shall be at the sole and absolute risk, responsibility and liability of the Cardholder and RBL Bank shall not be able to monitor or record whether any instruction with respect to the Account through the Card is given by the authorized persons for the same or not and that the Cardholder shall not hold RBL Bank liable or responsible for any transactions including but not limited to access to the information relating to the Account and transfers/ withdrawals from the same, through the Card.
7. The Cardholder do hereby irrevocably agrees to indemnify and keep RBL Bank indemnified from time to time and at all times hereafter from all losses, claims, damages, actions, suits, costs, charges and expenses whatsoever, arising out of or in connection with the misuse of the Card and all such action as may be taken by RBL Bank, in pursuance of the instructions received by RBL Bank from the authorized persons and/or any matter connected therewith or incidental thereto.
8. The Cardholder further undertakes to pay to RBL Bank any amount pursuant to any monetary loss, harm or injury caused or suffered to be caused to RBL Bank within a period of three days from the date of receipt of such demand from RBL Bank without any protest or demur

## **DISCLOSURES:**

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of any amount due on the Card, RBL Bank and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of the default including the name of the Cardholder and/or its directors/partners/ co-applicants, as applicable, as defaulters in such manner and through such media as RBL Bank or RBI in their absolute discretion may think fit. The Cardholder hereby authorizes RBL Bank to exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in the Terms or as expressed in the application made for the Card to its Affiliates/ banks/ financial institutions/ credit bureaus/ credit rating agencies/ statutory bodies as may be required and undertakes not to hold RBL Bank/its Affiliates and their agents liable for use of the aforesaid information.

## **FEES AND CHARGES:**

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. The Cardholder shall maintain at all times such minimum balance in the Account, as RBL Bank may stipulate from time to time. RBL 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 RBL Bank (either directly or indirectly), RBL Bank shall debit such charges, duty or tax against the Account. 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. 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. In the event of an Account being overdrawn due to Card Transactions, the Bank reserves the right to setoff this amount against any credit lying from any of the Cardholder's other Accounts held jointly or singly without giving any notice. Nothing in the Terms 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. The Cardholder also authorizes RBL Bank to deduct from his Account, and indemnifies RBL Bank against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card. (including without limitation reasonable legal fees). RBL Bank may, at its discretion levy additional/ penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation RBL 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 VISA/ MASTERCARD/ NPCI regulations, any other service charges for such transactions shall be debited to the Account linked with the Card held at RBL Bank in India. The Cardholder authorizes RBL Bank to recover all charges related to the Card as determined by RBL Bank from time to time by debiting the Account linked with the Card. Details of the applicable fees and charges as stipulated by RBL Bank will be displayed on the RBL Bank's Website and/ or at the branches of RBL Bank. Please refer Schedule of Charges for details on the tariff applicable as on date.

## **QUALITY OF GOODS AND SERVICES:**

RBL Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, 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, RBL Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Card Member with the Merchant Establishment must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Card Member of his/her obligation to pay all the Charges due to RBL Bank and the Card Member agrees to pay promptly such charges.

## **DISPUTES:**

RBL Bank accepts no responsibility for refusal by any Merchant Establishment to accept and/or honor the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales Slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between RBL Bank and the Cardholder as to the extent of liability incurred by the Cardholder and RBL Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to RBL Bank within 15 days of the Account Statement date failing which it will be construed that all charges are acceptable and in order. RBL Bank may at its sole discretion accept any disputes on charges older than 15 days. RBL Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the Account Statement within two months of receipt of the notice of disagreement. If after such effort RBL Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Sales Slip or payment requisition. Any dispute in respect of a Shared Network ATM Transaction will be resolved as per VISA/MASTERCARD/NPCI regulations. RBL Bank does not accept responsibility for any dealings the Cardholder may have with Shared Networks. In the event the Cardholder has any complaints concerning any Shared Network ATM, the Cardholder with the Shared Network should resolve the matter, and failure to do so will not relieve him from any obligations to RBL Bank. However, the Cardholder should notify RBL Bank of the complaint immediately.



## **GOVERNING LAW AND JURISDICTION:**

RBL Bank and Cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. RBL Bank may, however, in its absolute discretion commence any legal or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. These Terms shall be governed by and construed in accordance with the laws of India.

## **NOTIFICATION OF CHANGES:**

RBL Bank shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. RBL Bank may communicate the amended Terms by hosting the same on the RBL Bank's website or in any other manner as decided by RBL Bank from time to time. The Customer shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on RBL Bank's website. In the event the Cardholder, as a consequence of the change in the Terms, desires to discontinue the Card he may do so within a period of two months from the date of communication/ uploading of the amended Terms on the RBL Bank's website. However, he shall be deemed to have accepted the amended Terms by continuing to use the Card post notification of such amended Terms. . Any change in the Terms and Conditions shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.

## **INTERNET WEBSITE USAGE:**

The Card can be used by the Cardholder (unless otherwise intimated by RBL Bank) at all Internet Websites in India & abroad unless the Card is domestically use card. The amount of the transaction is debited from the account linked to the Card immediately. The Card is operable with the help of the Card Number, expiry date, card verification value (CVV), security digits and one time password (OTP). The Bank will not accept responsibility for any dealings, the Cardholder may have through Internet Website, including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any transaction placed through Internet Website, the matter should be resolved by the Cardholder with the Merchant and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately. The Bank accepts no responsibility for any surcharge levied by any Internet Website and the same being debited to the Cardholder's Account with the Transaction amount. Any charge or other payment requisition received from an Internet Website by the Bank for payment shall be conclusive proof that the

charge recorded on such requisition was properly incurred at the Internet Website by the Cardholder, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier transaction must be cancelled at the Internet Website and an electronic copy of the cancelled receipt must be retained in the Cardholder's possession. Reversal/ refund of debits due to such transactions will be processed manually and the electronic copy of the cancelled receipt needs to be produced by the Cardholder, if called for.

#### **INSURANCE BENEFIT:**

The Cardholder may, under the Card, be offered various insurance benefits from time to time by RBL Bank through a tie-up with an insurance company. The Cardholder specifically acknowledges that he shall not hold RBL Bank responsible for any matter arising out of or in conjunction 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 insurance company. The insurance company will be solely liable for settlement of the claim. Further, the Cardholder also agrees that RBL Bank may at any time (in its sole discretion and without giving any notice thereof to the Cardholder or 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.

#### **DISCLAIMER:**

RBL Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services.

**Honouring the Card:** The Bank shall under no circumstances be held liable to the Cardholder, if the Card is not honoured in the desired manner for whatsoever reason, or if the ATM is destroyed or not functioning due to power failure, temporary insufficiency of cash in the ATM or any other reason. The Bank will not be liable for any consequential or indirect loss or damage arising therefrom.

**Limitation of Liability:** In no event will RBL Bank be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with RBL Bank website or use thereof or inability to use by any Customer, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure.