

RBL CARD MEMBER TERMS AND CONDITIONS COMMERCIAL CARDS

Please read these Terms and Conditions ("Terms and Conditions") thoroughly before the sign on the reverse and activation/use of the RBL Commercial Card. Upon activation and/or use of the RBL Bank Commercial Credit Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern the use of the Credit Card. If you do not wish to accept these Terms and Conditions, please cut the Credit Card in half and return the pieces to us along with a letter for closure immediately. In the event of the card being dispatched to you on the basis of your application on any electronic media (internet/email), or through telephone, it is expressly understood that the moment you sign on the reverse of your card or start using it, you will be deemed to have accepted the Terms and Conditions set out in these Terms and Conditions.

Your use of the Commercial Card will be governed by this Agreement, Commercial Card Agreement and Most Important Terms and Conditions ("MITC") available at our website - www.rblbank.com.

1. DEFINITIONS:

- (i) **"Application Form"** shall mean the application form duly filled and signed by the Authorized Officer of the Corporate for availing the Commercial Card under the RBL Bank Corporate T&E Card or RBL Bank Corporate Purchase Card Program including all annexures and mandates thereto;
- (ii) **"Authorised Officer(s)"** shall mean such persons employed with the Corporate who are duly authorized by the Corporate to perform certain functions in accordance with the board resolution provided by the Corporate;
- (iii) **"Business Day"** means the day on which the relevant office of RBL Bank is open for normal business transaction(s).
- (iv) **"You", "your" or "Cardmember"** shall mean the individual employees of the Corporate (as the case may be) to whom RBL Bank has issued Commercial Card(s) and whose name appears on the reverse side hereof and whose name shall appear on the Commercial Card.
- (v) **"Commercial Card Program"** shall mean the program being established between the Corporate and RBL Bank herein for issuance by RBL Bank of Commercial Cards to the Corporate and/ or employees and officers of the Corporate;
- (vi) **"Commercial Card(s)" or "Card"** shall mean RBL Bank Visa/Master/RuPay RBL Bank Corporate T&E Card or RBL Bank Corporate Purchase Card including proprietary and Co-branded Card issued by RBL Bank to the Cardmember at the request of the Corporate, which shall be subject to the terms of this Agreement and other Transaction Documents as may be required and specified by RBL Bank from time to time. RBL Bank Corporate T&E Card and RBL Bank Corporate Purchase Card shall collectively referred to as the Commercial Card and also individually to be referred to as the Commercial Card, as the case may be.
- (vii) **"RBL Bank Corporate T&E Card"** shall mean the credit card as defined herein above and which shall be used by the Cardmember solely for the business (or official) expenses of the Corporate.
- (viii) **"Card Account"** means the account opened in the name of the Cardmember pursuant to appropriate authorization and documentation by the Corporate and the Cardmember, and maintained with RBL Bank for the purpose of usage of the Commercial Card subject to the terms contained herein and other Transaction Documents.
- (ix) **"Co-Branded Credit"** shall mean a Commercial Card issued by the Bank in association with any other entity including but not limited to entity inter-alia engaged in a commercial/business operation(s).
- (x) **"we", "our" and "us", "Bank", "RBL"** shall mean and refers to RBL Bank Limited.
- (xi) **"Corporate"** shall mean a person/company/partnership/LLP/trust/society who has applied for RBL Bank Commercial Card Program subject to these Terms and Conditions, Commercial Card Facility Agreement and any other terms and conditions. Corporate shall also mean and include such other entities as are specified in the Application Form and the Individual

Application Form, provided the applicable laws and the constitutional documents permit such entities to borrow unsecured facilities and that they have relevant authorization to utilize such facility.

- (xii) **“Individual Application Form”** means the application form dully filled and signed by the Cardmember, for the purpose of availing the Commercial Card.
- (xiii) **“Sanction Limit or Program Limit”** shall mean the aggregate credit limit assigned to the Corporate by RBL Bank in its sole and absolute discretion as part of the Commercial Card Program;
- (xiv) **“Individual Limit”** shall mean the individual credit limit assigned to each Commercial Card by RBL Bank, upto which the Cardmember is authorized to spend on his/her Card Account on monthly basis;
- (xv) **“Merchant Establishment”** shall mean the establishment wherever located which honors the Card and shall include among others, stores, shops, restaurants, hotels, airlines and mail order advertisers (whether retailers, distributors or manufacturers).

These “Terms and Conditions” mean the terms and conditions set out herein and/ or as may be stipulated by RBL Bank from time to time, as amended.

In these Terms and Conditions, unless the contrary intention appears:- (a) a reference to an “amendment” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly; an “authorization” or “approval” includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration; “law” includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the Application Form or thereafter and each as amended from time to time. (b) the singular includes the plural (and vice versa); (c) the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions; (d) reference to the words “include” or “including” shall be construed without limitation; (e) reference to a gender shall include references to the female, male and neuter genders; (f) all approvals, permissions, consents or acceptance required from RBL Bank for any matter shall require the prior, written approval, permission, consent or acceptance of RBL Bank; (g) references to VISA/MASTERCARD/RuPay regulations pertain to the guidelines issued by Visa/Mastercard/RuPay to all the member Banks of its network. (h) in the event of any disagreement or dispute between RBL Bank / Corporate and/ or the Cardmember regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of RBL Bank as to the materiality of any of the foregoing shall be final and binding on the Corporate and/or Cardmember. (i) the usage of the words “RBL Bank Commercial Credit Card Facility Agreement” on the Card or elsewhere, means these Terms and Conditions.

2. **COMMERCIAL CARD:**

The Commercial Card issued to you is for use in connection with a Commercial Card facility given in the name of the Corporate. Commercial Cards are issued at the request of the Corporate and will be cancelled at the request of the Corporate or if the Corporate is unable or unwilling to meet all obligations relating to them or to the Card Account.

3. **ACCEPTING THE AGREEMENT:**

You hereby agree to accept the Terms and Conditions . You should sign on the reverse immediately on receipt of this Commercial Card. You're signing on the reverse of the Card or using the Card shall be deemed as your acceptance of the Terms and Conditions and governing usage of the Card. 2

4. CARD DELIVERY:

RBL Bank shall deliver the Cards to the respective Cardmember in accordance with standard internal policies/procedures of RBL Bank, at the address available in the records of RBL Bank. Any dispute arising between the Corporate and the Cardmembers with respect to the obligations of the Corporate as stipulated in this clause, shall be resolved between the Corporate and the Cardmember without any reference being made to RBL Bank. RBL Bank shall not be liable for any loss incurred by the Cardmember pursuant to any dispute mentioned herein above

5. CREDIT LIMIT:

- (i) The Individual Limit applicable to any Card may be varied from time to time and such variation shall be carried out upon a written application being made by the Corporate provided such request is approved by RBL Bank. In the event RBL Bank approves the application made by the Corporate, the variation of the card limit shall become effective once the variation has been processed by RBL Bank as per its internal policies/procedures.
- (ii) RBL Bank shall at its sole discretion be entitled to review (including enhancement or reduction) of the Individual Limit assigned on the Card at any time and only enhancements, if any, to the Individual Limit shall be effected by RBL Bank with the consent of the Corporate and/or Cardmember and after conducting due assessment of the Corporate and/or Cardmember.
- (iii) Use of the Card at Merchant Establishment shall be limited by the Individual Limit assigned to each Card Account by the Bank. The outstanding on the Card Account must not exceed the Individual credit limit at any time in the event of breach of this provision; you will be charged a fee at the prevailing rate irrespective of the amount by which you exceed the Individual Limit. You must repay the excess amount immediately. The fee is subject to change at the sole discretion of the Bank. The applicable charges are mentioned as part of the Most Important Terms & Conditions.

6. USE OF THE CARD:

- (i) In the case of an internationally valid Card, the Card is valid world-wide except as provided herein below. In case of other Cards the use is restricted at only the merchant establishments accepting VISA/MasterCard/RuPay in India. However, RBL Bank and the merchant establishment concerned reserve the right, at any time, to refuse the use of the Card at that merchant establishment for any reason whatsoever.
- (ii) The Card may be used only for bonafide business or official purposes of the Corporate and its use is not permitted to be exploited by the Corporate and/or the Cardmember. In the event any charge for the availment of the purchase or other facility is levied by the Merchant Establishment, on the charges incurred by the Cardmember, the same shall be settled with the Merchant Establishment directly and RBL Bank shall in no manner be held liable for the same.
- (iii) On usage of the Card at the Merchant Establishment, the Cardmember must collect the copy of the charge-slip/s at the time of signing the charge-slip/s. The Cardmember shall be responsible for signing the charge-slip; in the event the charge-slip is not signed by the Cardmember, the Corporate and/or Cardmember shall continue to be liable for the transaction/s and all charges in relation thereto.
- (iv) RBL Bank shall not provide copies of the charge slips to the Cardmember; provided however if the Cardmember makes such request within forty-five days of the relevant transaction, RBL Bank may, at its sole discretion, provide copies of the charge slips at a charge.
- (v) RBL Bank may, at its sole discretion, agree to provide the Corporate and/or Cardmember with the facility of effecting mail order or telephone order purchases. The Card may also be used for online transactions / mail orders and payments &/or purchases through the mobile.

- (vi) The Corporate and/or Cardmember is aware that in case of mail order telephone order or mobile purchases, the charge slips will not be signed by the Cardmember at the time of the purchase. Accordingly, the Corporate and/or Cardmember accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Corporate and/or Cardmember will make payment to RBL Bank of all out standings due.
- (vii) All disputes between the Corporate and/or the Cardmember and the Merchant Establishment shall be a matter between the said parties and shall be settled by the Corporate and/or Cardmember with the concerned Merchant Establishment directly without any reference whatsoever to RBL Bank RBL Bank shall not be liable, in any manner whatsoever, for the same.
- (viii) The Card may be used:
 - (i) Within the Individual-Limit and Sanction Limit notified by RBL Bank to the Cardmember and Corporate; and
 - (ii) not after the last date of the month embossed on its face.
- (ix) The Card Member's right to use the Card shall determine forthwith (i) In the event of termination; or (ii) in the event of loss /misuse or theft of Card.
- (x) By usage of the Card, the Cardmember is deemed to have made a standing request that renewal period of the Card and/ or replacement Cards be issued to each Cardmember until such time as the RBL Bank 24-Hour customer service center is notified otherwise by the Cardmember, and such renewal and/or replacement shall be subject to the sole discretion of RBL Bank.
- (xi) In the event of the Commercial Card Program closure or at the time of renewal of the Card, RBL Bank at its sole discretion reserves the right to provide a card type that is different from the existing card type held by the Cardmember. The Individual Limits on the Card at any point in time and the changes thereon are as per the sole discretion of RBL Bank.
- (xii) The Cardmember and/or the Corporate shall act in good faith at all times in relation to all dealings with the Card and RBL Bank.
- (xiii) The internationally valid Card issued to the Cardmember is valid world-wide except for payment in foreign exchange at Merchant Establishments in Nepal & Bhutan. In respect of the Card(s), the use of which is restricted only in India / Nepal / Bhutan, use outside India / Nepal / Bhutan is a breach of the "Foreign Exchange Management Act, 1999" (FEMA) or any other corresponding law. The Cardmember accepts full responsibility for wrongful use in contravention to these conditions and undertakes and agrees to indemnify RBL Bank to make good any loss, damage, interest, conversion, any other financial charge that RBL Bank may incur and / or suffer as a result of the Cardmember committing violations of the provisions thereof.
- (xiv) Internationally valid Card can be used on Internet for any purpose for which exchange can be purchased from an authorized dealer in India.
- (xv) Internationally valid Card and all other Cards cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services etc.
- (xvi) RBL Bank reserves the absolute discretion and liberty to decline or honour the authorization requests on the Card without assigning any reason whatsoever. In certain cases, subject to its sole discretion, RBL Bank may require the Card Member to contact RBL Bank 24-Hour

Customer Care Center to authenticate the transaction before approving it and charging to the Card Account.

- (xvii) The Cardmember and Corporate agrees that the Card shall not be used/ shall not be allowed to be used for any illegal/unlawful purchase/purposes.
- (xviii) No other person is permitted to use the Card issued to Cardmember for Charges, for identification, or for any other reason. In an event if Cardmember will let someone else use the Commercial Card, Cardmember hereby voluntarily relinquished physical possession of the Commercial Card this will not affect your liability to us for payment of all Charges made with the Commercial Card issued to you.
- (xix) The Cardmember agree to notify the Bank at once if the Commercial Card is lost, or stolen, or if you suspect it is being used without your permission. Provided that you have acted in good faith your liability to us arising out of any unauthorized use of the Commercial Card prior to such notification shall be limited to Rs. 1,000/-.
- (xx) The Cardmember agree not to resell or return for a cash refund any merchandise tickets or services obtained with the Commercial Card.
- (xxi) The Cardmember may return any item or ticket to the Merchant Establishment for credit to the Commercial Card Account if the Merchant Establishment permits such a return. We reserve the right to deny authorization for any requested the Charge.
- (xxii) The Card may be used only for bonafide personal or official purchase of goods and/or services. The Cardmember shall not use the Card to purchase anything to resell for commercial or business purpose to derive any financial gains.
- (xxiii) The Cardmember shall be the only authorized person to use the Commercial Card bearing his/her name.
- (xxiv) The Commercial Cards shall be the exclusive and nontransferable property of the Bank.

7. LIABILITY FOR CHARGES - IMMEDIATE PAYMENT:

- (i) All amounts charged to an account will be called “Charges” in this Agreement. Charges will include purchase of goods or services affected by the use of a Commercial Card (regardless of whether you have signed any charge form) or any other fees.
- (ii) The Corporate is liable to RBL Bank for all Charges incurred on all Commercial Cards as per the terms of the Commercial Card Facility Agreement.
- (iii) The Corporate, as per the terms of the Commercial Card Agreement, is liable to RBL Bank for all Charges made in connection with the Commercial Card issued in the name of its employee, even though we may send a monthly statement of the Charges in the name of the employee.

8. PAYMENTS:

- (i) The Cardmember must pay RBL Bank in Indian Rupee (INR) by way of a Cheque or Auto pay via National Automated Clearing House (NACH) direct debit option or online via net banking accounts/National Electronics Funds Transfer System (NEFT)/Real Time Gross Settlement (RTGS).
- (ii) In an event, If RBL Bank decide to accept payment made in some other form then Cardmember’s payment will not be credited until the same is converted into one of the forms mentioned above. Bank may charge any costs it incur in converting such payment.
- (iii) RBL Bank may accept late payments, partial payments, or any cheques marked as being payment in full or as being a settlement of any dispute without losing any of its rights under this Agreement or under the law.

- (iv) Acceptance of such payments does not mean that Bank will agree to change this Agreement in any way.
- (v) Non-payment of the Total Amount Due by the Due Date shall render Cardmember liable to risk of withdrawal or suspension (whether temporary or permanent) of the facility on the Commercial Card.
- (vi) However, the fee may be levied for such non-payment as well.
- (vii) The Bank at its sole discretion also instruct the Merchant Establishments not to honor the Commercial Card and/or to take custody of the card by listing the Card number in the warning bulletin issued by the Bank from time to time or otherwise.

9. DISHONoured CHEQUES, DISHONoured AUTOPAY INSTRUCTIONS AND OUT STATION CHEQUES:

Cardmember hereby agrees that in an event when Cardmember or its representative transmits or causes any cheques or drafts to RBL Bank that are not honored for reasons whatsoever for their full amount, RBL Bank may charge the Card Account as appropriate to cover our administration costs for each dishonor cheque.

10. LATE PAYMENT CHARGES:

- (i) Cardmember hereby agrees that if Bank will not receive payment in full of the charges shown on any monthly statement on or before the due date as mentioned on the monthly statement, then a late payment charge will be charged on outstanding amounts until recovered in full.
- (ii) Please note that the Corporate has liability to clear total outstanding due on each card on monthly basis. It is a charge card, and partial/incomplete payments will render the corporate delinquent.
- (iii) Details of late payment charges will be included in the monthly statement and unpaid late payment charges will themselves be subject to late payment charges.
- (iv) Bank may take action as we consider necessary to recover overdue amounts and otherwise protect our interest. Cardmember/Corporate hereby agrees to reimburse Bank for all the reasonable costs and expenses of such action, including but not limited to legal fees.

11. CHARGES MADE IN FOREIGN COUNTRIES:

The Corporate and/or Cardmember declares that the Credit Card issued to the Cardmember, if used overseas shall be utilized strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time. In the event the Cardmember exceeds his entitlements as per the exchange control guidelines of RBI, the Corporate and/or Cardmember shall bring the same immediately to the notice of RBL Bank in writing. If the passport of Cardmember is required to be endorsed for any such charges incurred as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on the Corporate and/or Cardmember. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by the Cardmember, he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the Card facility either at RBL Bank's instance or by RBI. RBL Bank shall be under no liability in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on RBL Bank becoming aware of the Cardmember exceeding his entitlements. If a transaction is made in a currency other than Indian Rupees (INR), that transaction will be converted into Indian Rupees (INR). The conversion will take place on the date the transaction is settled with RBL Bank, which may not be the same date on which the transaction was made. If the transaction is not in US Dollars, the conversion will be made through US Dollars, by converting the

charged amount into US Dollars and then by converting the US Dollar amount into Indian Rupees (INR). Unless a specific rate is required by applicable law, the conversion rate from US Dollar to Indian Rupees will be at the rates provided by VISA, MasterCard, RuPay on the settlement date, increased by a currency conversion factor assessment on such transactions. Unless the applicable law requires a specific rate, Cardmember and Corporate understand and agree that the RBL Bank treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of up to 3.5%.

In case, if Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

12. BILLING ERRORS OR INQUIRIES/ PROBLEMS WITH GOODS AND SERVICES:

- (i) The Cardmember and/or the Corporate shall be responsible for confirming the correctness of each monthly statement of the Commercial Card Account. Bank will take reasonable steps to assist you by providing information in relation to the Charges made to the Commercial Card Account.
- (ii) You agree to notify us in writing of any omission from or error on the statement within 60 days of the date of the statement. If you do not do so, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the account.
- (iii) If the Merchant Establishment issues a credit slip in respect of a Charge, we will upon receipt credit the amount shown on that credit slip to the Card Account.
- (iv) We shall not be liable to you for any defects in any goods or services supplied to you by an Establishment, or for any refusal of an Establishment to honor or accept the Commercial Card.
- (v) No claim against the Merchant Establishment shall entitle you to any set off or counterclaim against us. Furthermore, we shall not be liable for any act or omission of any third-party supplier including an insurance company offering any privilege or benefit to the Cardmember and any dispute arising therefrom should be settled directly with the supplier.

13. RENEWAL AND REPLACEMENT OF COMMERCIAL CARDS:

The Commercial Card shall be valid until the expiration date embossed on the face of the Card. You need to request us to issue to you a renewal or replacement Card before the current Commercial Card expires. We will bill renewal fees for the Card Account annually (if applicable). We will continue to issue renewal or replacement Commercial Cards until you or the Corporate tell us to stop.

14. LOYALTY PROGRAM AND OTHER PROGRAMS:

- (i) RBL Bank credit card rewards program or such other loyalty program, offered with Commercial Cards/Co-branded Card (“Program”) allows the eligible Cardmembers to accumulate points (“Points”) by spending on the Cards, from time to time. Points accumulated on such Commercial 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.”
- (ii) This program is currently valid on both RBL Bank Corporate T&E & RBL Bank Corporate Purchase Card offered by the Bank.

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

- (iii) The annual fee for participation in such program may be as determined by RBL Bank / commercial or business entity with whom Co-branded Credit Card is issued from time to time.

- (iv) “Enrolment Date” shall mean the date of launch of such program for the existing Cardmembers and the date on which the Card Account is set up by RBL BANK, for the new Cardmembers. “Enrolment Year” shall mean “any twelve-month period” commencing on the Enrolment Date.
- (v) The Points shall be reflected in the monthly Billing Statement.
- (vi) All spending charged to the Commercial 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:
 - (a) Balance transfers
 - (b) Financial charges (e.g. late payment fee, dishonored cheque charges, service fee, transaction charges)
 - (c) Disputed transactions
 - (d) Any purchases made at petrol pumps/service stations, unless specifically communicated to the Cardmember otherwise.
 - (f) Payment of Enrolment Fee for the Program- The Cardmember cannot accrue Points for any charges incurred prior to his/her Enrolment Date.
- (vii) Points accumulated by a Cardmember on the Commercial Card cannot be combined or used in conjunction with Points of his/her other Commercial Cards at the time of redemption or transferred to any other customer loyalty program unless otherwise specifically notified by RBL Bank.
- (viii) 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 select a few Commercial Cards/ their respective Cardmembers, upon specific expenditures and the Points accrued thereof.
- (ix) 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.
- (x) RBL Bank will notify, on best effort basis, the Primary Cardmember in the Statement of Account in respect of the Commercial Card about the number of Points accumulated immediately preceding the closing date for the said monthly Statement.
- (xi) In the event the Commercial Card is voluntarily closed by the Cardmember or cancelled for any other reason, any outstanding Reward Points after cancellation of the Commercial Card shall automatically lapse and shall stand forfeited. If the Commercial 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 Commercial Card is reinstated.
- (xii) RBL Bank’s decision on computation, lapse, cancellation, forfeiture, credit, debit, and reinstatement of Points shall be final, conclusive, and binding on the Cardmember.
- (xiii) 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 Commercial Cards including but not limited to instant redemption, cash redemption, and gift vouchers.

- (xiv) 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 Cardmembers' Account.
- (xv) 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.
- (xvi) 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.
- (xvii) Cardmember cannot transfer the Points to another person or combine the same with any other Card of the Bank held by them. 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.
- (xviii) 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.
- (xix) Points accumulated that are not redeemed by the Cardmember with 24 months will expire and shall stand forfeited.
- (xx) The Commercial 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.
- (xxi) The Points accrued can only be redeemed by the Cardmember.
- (xxii) 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, Commercial Card upgrades.
- (xxiii) The Cardmember is required to register at www.rbrewards.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.
- (xxiv) RBL Bank will not be liable for any delay or loss in delivery of the redemption certificates/ vouchers or gifts.
- (xxv) 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.
- (xxvi) 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.
- (xxvii) 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.
- (xxviii) 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 Establishments of the reward(s) he/she is going to redeem.

- (xxix) Other RBL Bank benefits, which are activated by use of the Commercial Card, do not apply to goods or services received as rewards under the Program.
- (xxx) 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.
- (xxxi) 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 Commercial Card.
- (xxxii) 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.
- (xxxiii) 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.
- (xxxiv) 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.
- (xxxv) 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.
- (xxxvi) 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.
- (xxxvii) 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.
- (xxxviii) 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 fulfilment 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.
- (xxxix) Notwithstanding the aforesaid, the bank also provides some value-added programs to only a selected few cardmembers. It is clarified that the said Program 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.

15. DISCLOSURE

- (i) The Cardmember undertakes and authorizes RBL Bank, its Group Companies to exchange, share or part with all the information, data or documents relating to his/her/their application

including personal and business information with other RBL Group Companies / Banks / financial institutions / credit bureaus / agencies / regulatory authorities / statutory bodies / tax authorities / Central Information Bureaus/ such other persons as RBL Bank / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other Banks / financial institutions / credit providers / users registered with such persons and shall not hold RBL Bank / its Group Companies liable for use of this information.

- (ii) The Corporate and/or Cardmember authorizes RBL Bank to exchange, share or part with all the information/data provided in his/her/their application forms including personal and business information with financial institutions / credit bureaus / agencies / statutory bodies / other such persons, in order to facilitate RBL Bank to comply with its obligations under various applicable laws, regulations, and standards.
- (iii) The Corporate and/or Cardmember shall not hold RBL Bank or its agents / representatives liable for using / sharing information provided therein for the said purpose. In case the Corporate and/or 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 Corporate and/or the Card Member/ or its directors/ partners, 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 (specifically authorized by RBI) through Statements.
- (iv) Acceptance of an application for RBL Bank Commercial Card Program and the Card is based on no adverse reports of the Corporate and/or the Card Member's credit worthiness.
- (v) RBL Bank may report to other Banks or financial entities any delinquencies in the Card Account or withdrawal of the Corporate or Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Corporate and/or Card Member or his / her family members), RBL Bank may, cancel the 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 Corporate and/or Card Member.
- (vi) RBL Bank shall not be obliged to disclose to the Corporate and/or Card Member the name of the Bank or financial entity, from where it received or to which it disclosed information. The Corporate shall provide RBL Bank, as may be required by RBL Bank from time to time, concerning the address, whereabouts or employment information of any Card Member, or the use of the Card by such Card Member, and the Corporate shall further supply RBL Bank, as may be required by RBL Bank from time to time, copies of any available documentation relating to the above.
- (vii) The Corporate and/or the Card Member shall also cooperate with RBL Bank in any investigation, disputes, litigation, or prosecution arising in connection with the use of a Card.

16. THE COMMERCIAL CARD REMAINS OUR PROPERTY:

The Commercial Card remains our property, and we can revoke your right to use it at any time. We can do this with or without giving you notice.

The revocation, repossession, or request for the return of the Commercial Card is not, and shall not constitute any reflection on your character or credit worthiness or that of the Company and we shall

not be liable in any way for any statement made by the person requesting the return or surrender of the Commercial Card.

17. AUTHORISATION:

You hereby agree and understand that the Corporate irrevocably authorize us to approach its company or banker for attachment of your assets/monies against any outstanding balances on your Commercial Card and to do all acts, deeds, and things which we may deem in connection therewith. This clause shall survive the termination of this Agreement.

18. DEBT ASSIGNMENT:

RBL Bank shall have the right to transfer, assign and sell in any manner, in whole or in part, the Card outstandings and dues to any third party of our choice without reference or intimation to the Cardmember and/or Corporate.

Notwithstanding any such sale, assignment, or transfer, RBL Bank shall be fully empowered to proceed against the Cardmember and/or Corporate, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts.

The Cardmember and/or the Corporate shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstandings and dues.

19. RIGHT TO SET OFF/BANKER'S LIEN:

In the event of any delay by you/ Corporate for being unable to settle your Commercial Card outstanding as provided in this Agreement for any reason whatsoever, the Bank may exercise its right of General Lien and/or set off and adjust any such outstanding against a property or assets (both moveable and immovable) in possession of the Bank from time to time, including but not limited to amounts lying in fixed deposits and /or in other accounts with the Bank, property, assets (both moveable and immovable), securities, stocks, shares, monies, and the like of the Primary Card member and the Add-on Card member(s) that are or may be in the possession of the Bank or may come into the possession of the Bank from time to time, irrespective of them or anyone or more of them being held in safe custody by the Bank or otherwise.

20. COMPLIANCE WITH REGULATIONS:

You and the Company agree to comply jointly and severally with all exchange control and applicable regulations from time to time in force which may be attracted by use of the Commercial Card and to indemnify us in respect of any loss, claim or expense incurred by us as a result of your non-compliance with any such regulations.

21. LIMITATION OF LIABILITY:

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Commercial Card account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for any consequential loss or any other loss or damage not directly and naturally resulting from failure including damages which flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example resulting from mechanical or systems failure affecting such third parties).

22. CHANGING THESE TERMS AND CONDITIONS:

- (i) RBL Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time.

- (ii) The Corporate and/or Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full.
- (iii) RBL Bank may communicate the amended Terms and Conditions by hosting the same on the website or in any other manner as decided by RBL Bank. The Corporate and the Card Member shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the Infinity and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions and fees, charges, interest charges and rates shall be communicated to the Corporate and/or Card member, in the manner as aforesaid, 30 days prior to the date of their implementation.

23. OUTSOURCING OF FINANCIAL SERVICES:

The Bank may outsource/assign activities including the sales, marketing, servicing etc. of its products) to any service provider, whether located in India or overseas and whether to any of the Banks' affiliates or a third party, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI).

The Bank reserves the right to provide details of the Card's Account to such service providers for the purpose of availing outsourced services of any nature by the Bank, in accordance with its data privacy policy.

24. GOVERNING LAW AND ARBITRATION:

This Agreement shall be construed, and the provision and use of Commercial Card facilities shall be regulated in accordance with laws of India. You, Corporate and RBL Bank Ltd hereby unconditionally agree to submit to the exclusive jurisdiction of the Courts in Mumbai .

This clause shall survive after the expiry or the termination of the Commercial Card Agreement.