

MOST IMPORTANT TERMS AND CONDITIONS (COMMERCIAL CARDS)

KEY FACT STATEMENT: COMMERCIAL CARDS

The term "RBL Bank" or "the Bank" shall mean RBL Bank Limited

Key Facts	Description
Joining Fee	NIL
Membership Fee (Annual)	NIL for T&E Gold, Purchase Procure+ and Purchase Utility+ Card and INR 1,999 + GST for T&E Platinum Card
Cash Advance Fee	2.5% of withdrawal amount, min. INR 500 (Only applicable on T&E Platinum Card)
Service Charge	GST rate as prescribed by Govt. (18% as applicable)
Interest Free Grace Period	For T&E Gold Card, T&E Platinum Card Purchase Procure+ Card : 30+20 Purchase Utility+ Card : 30+15
Finance Charges for both revolving credit & cash advances	Finance Charges are not applicable on Commercial Cards
Overdue Interest Charges	NIL (both on monthly & annualized base)
Charges in case of default (Late Payment Fee)	12.5% of total outstanding amount subject to min. of INR 5 and max. of INR 1,300
Credit Limit	Disclosed in the welcome letter and monthly statements
Available Credit Limit	Disclosed in the monthly statements
Cash Withdrawal Limit	10% of credit limit (Only applicable on T&E Platinum Card)
Billing Statements- Periodicity & Mode of Sending	Physical/E-statements sent monthly (mode as per chosen preference)
Minimum Amount Payable (Minimum Amount Due)	is equal to Total Amount Due
Method of Payment	Periodic payment through one-time payment via NEFT/Cheque/ Online/Net banking/SI
Billing Disputes Resolution	Card member may email or send RBL Bank signed dispute form available on website within 30 days of issuance of statement (http://www.rblbank.com/download-forms/creditcards)
Complete Postal Address of Card Issuer	Card Services, RBL Bank Ltd., Unit 306-311, 3rd floor, JMD Megapolis, Sohna Road, Sector - 48, Gurugram, Haryana - 122018
Contact Details of Customer Care Service	Toll free number: 1800 121 9050 or 022-6232 7777 Email us at corporatecard.support@rblbank.com
Contact Details of Grievance Redressal Official	Mr. Vikas Nigam- Call at 022-71432700 Email at principalnodalofficer@rblbank.com

Important Note: All fees are rounded off to the nearest whole number.

MOST IMPORTANT TERMS & CONDITIONS: COMMERCIAL CARDS

The term "RBL Bank" or "the Bank" shall mean RBL Bank Limited

The "Most Important Terms and Conditions" ("MITC") and all information herein is applicable to all Commercial Cards issued by RBL Bank Limited ("RBL Bank") are to be read and understood in conjunction with the RBL Bank Credit Card Member Agreement and Product Terms and Conditions. The MITC are subject to change at the discretion of the Bank and in accordance with laws as applicable from time to time.

(A) Fees and Charges

i) Annual fees payable by the Card Member

RBL Bank Commercial Card Variant	Annual Fee
T&E Gold Card	NIL
T&E Platinum Card	INR 1,999 + GST
Purchase Procure+ Card	NIL
Purchase Utility+ Card	NIL

*Annual Fee (1st year) will be charged in the first credit card statement.

Annual fees applicable on various Credit Card(s) issued by RBL Bank may vary from Card Member to Card Member, and from particular description of Credit Card to Credit Card. The applicable fees shall be as communicated to the Card Member at the time of applying for the Credit Card and/or at the time of issuance of the said Credit Card. Further, such fees, as applicable, are directly charged to the Card Member's Account and are indicated on the Card Statement accordingly.

ii) Other Fees and Charges

Card Replacement (lost/ Stolen/ Reissue/any other Replacement)	INR 200
Duplicate Statement Fee	NIL
Foreign Currency Transaction/ Dynamic & Static Conversion Transactions - Markup Charges*	
T&E Gold Card Purchase Procure+ Card	Markup of 3.50% per transaction
T&E Platinum Card	Markup of 2.00% per transaction
Purchase Utility+ Card	Not Applicable
Surcharge on Purchase / Cancellation of Railway Tickets	IRCTC Service Charges + Payment Gateway transaction charges (up to 1.8% of ticket amount + IRCTC service charges). Refer IRCTC website for details
Fuel Transaction Charge for transactions made at petrol pumps in India to purchase fuel	1% of transaction value or INR 10, whichever is higher Fuel Surcharge Waiver of 1% capped up to INR 500 per billing cycle for transaction between INR 400 up to INR 5000 (GST applicable).
Reward Redemption Fee	A Redemption Handling Fee of INR 99 plus GST will be charged towards handling and delivery of every redemption request for reward points earned
Cash Advance Limit	10% of credit limit (Only applicable on T&E Platinum Card**)
Cash Advance Fee	2.5% of withdrawal amount, min. INR 500 (Only applicable on T&E Platinum Card**)
Charge Slip Retrieval/Copy Fee	INR 100
Over-Limit Charges	Not Applicable
Cheque Return/Dishonour Fee, Auto Debit Reversal: insufficient funds	INR 500
Goods and Services Tax	A standard rate of 18% will be charged as per Govt. norms

Important Note: All fees are rounded off to the nearest whole number.

* All transactions carried out in foreign currency will attract a markup fee as applicable. Markup Fee will also be levied on all transactions carried out in Indian currency at an international location (or) at Merchants which are located in India but registered overseas. Transactions at merchant establishments that are registered overseas even if the merchant is located in India attract a cross border charge.

** Cash Advance Facility to be launched soon for T&E Platinum Cards.

Important information for foreign currency transactions: If a transaction is made in currency other than Indian Rupees, that transaction will be converted into Indian Rupees. The conversion will take place on the day the transaction is settled with RBL Bank, which may not be the same date on which the transaction was made. If a transaction is carried out in currency other than US Dollar, the conversion will be made through US Dollars, by first converting the charged amount to US dollars and then converting the US Dollar amount into Indian Rupees at Mastercard/Visa defined conversion rate on the settlement date.

Please note that all conversions of foreign currency transactions shall further attract Currency Conversion Factor assessment (currently 3.50%, 2% for T&E Platinum Card). A Markup fee will be levied on all transactions carried out in Indian Currency at an international location or at merchants which are located in India but registered overseas. Markup fee will be similar to Forex charges for each product.

iii) Interest Free Period

For T&E Gold Card | T&E Platinum Card | Purchase Procure+ Card : Up to a maximum of 50 days of interest-free credit period and 20 days from the statement date.

Purchase Utility+ Card: Up to a maximum of 45 days of interest-free credit period and 15 days from the statement date

Illustration:

T&E Gold Card/T&E Platinum Card/ Purchase Procure+ Card: If the billing cycle is from October 3rd, 2023, to November 2nd, 2023, and the Card Member makes a purchase of ₹3,000 on October 25, 2023, the interest-free credit period is 28 days. If he makes a transaction on October 3rd, 2023, he will enjoy the maximum interest-free credit period of 50 days.

Purchase Utility+ Card: If the billing cycle is from October 3rd, 2023, to November 2nd, 2023, and the Card Member makes a purchase of Rs. 3,000 on October 25, 2023, the interest-free credit period is 22 days. If he makes a transaction on October 3rd, 2023, he will enjoy the maximum interest-free credit period of 45 days.

iv) Charges in case of default (Late Payment Fee)

Charges in case of default (Late Payment Fee)	
12.5% of total Outstanding Amount	
Min. INR 5	Max. INR 1,300

Late Payment Fee ("LPF") is applicable if no payment or a payment less than the Minimum Amount Due ("MAD") is paid by the Card Member on the due date. In commercial cards, Minimum Amount Due ("MAD") is equal to Total Amount Due ("TAD").

Illustrations:

1. On the LPC assessment date, If Net payments (including payment reversals if any) is lesser than the Minimum due amount (Here, MAD = TAD), then the Late payment charges are levied on the outstanding amount. {Outstanding amount = Statement Total Amount due – Net Payments} All payments made before late fee assessment will be considered during calculation of outstanding

amount.

T&E Gold Card/T&E Platinum Card/Purchase Procure+ Card:

LPC Illustration - Net Payments < Min. Due		
Date	Event	Amount in INR
2nd May 2023	Statement Generated	
	Total Amount Due	9800
	Minimum Amount Due	9800
18th May, 2023	Payment Made 1	6000
19th May, 2023	Payment Made 2	800
19th May, 2023	Payment Reversal	800
22nd May, 2023	Payment Due Date	-
	Payment Made 3	700
25th May 2023	LPC levied on only Outstanding balance of INR 3100	387.5 + GST

Purchase Utility+ Card:

LPC Illustration - Net Payments < Min. Due		
Date	Event	Amount in INR
2nd May 2023	Statement Generated	
	Total Amount Due	9800
	Minimum Amount Due	9800
14th May, 2023	Payment Made 1	6000
15th May, 2023	Payment Made 2	800
15th May, 2023	Payment Reversal	800
17th May, 2023	Payment Due Date	-
18th May, 2023	Payment Made 3	700
20th May 2023	LPC levied on only Outstanding balance of INR 3100	387.5 + GST

2. Sales reversals or Refunds received by the cardholder will also change the outstanding amount. All refunds received till Payment due date (PDD) will get reduced from the Statement TAD. Reversals/ Refunds received post PDD will not affect the outstanding amount.

T&E Gold Card/T&E Platinum Card/ Purchase Procure+ Card:

LPC Illustration - Net Payments < Min. Due		
Date	Event	Amount in INR
2nd May 2023	Statement Generated	
	Total Amount Due	9800
	Minimum Amount Due	9800
14th May, 2023	Payment Made 1	6000
15th May, 2023	Sales Refund-1	800
22nd May, 2023	Payment Due Date	-
23rd May, 2023	Sales Refund-2	700

LPC Illustration - Net Payments < Min. Due

25th May 2023	LPC levied on only Outstanding balance of INR 3000	375 + GST
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Purchase Utility+ Card:

LPC Illustration - Net Payments < Min. Due

Date	Event	Amount in INR
2nd May 2023	Statement Generated	
	Total Amount Due	9800
	Minimum Amount Due	9800
14th May, 2023	Payment Made 1	6000
15th May, 2023	Sales Refund-1	800
17th May, 2023	Payment Due Date	-
18th May, 2023	Sales Refund-2	700
20th May 2023	LPC levied on only Outstanding balance of INR 3000	375 + GST

3. Disputes raised for previous cycle transactions and are released in favour of customers in current cycle will reduce the Outstanding amount considered for Late fee assessment. Disputes raised for current cycle transactions and ones, which are not settled in customers, Favor, will not have an impact on the outstanding amount (On which the late fee assessment is made).
4. Late Payment charges will be levied only when a credit card account remains 'past due' for more than three days. The number of 'days past due' and late payment charges shall, however, be computed from the payment due date.

(B) Withdrawal Limits

- (i) **Credit Limit:** Credit Limit is the maximum assigned limits communicated at the time of delivery of the Card and are also indicated on the monthly statements. Your total outstanding including all transactions, fee charges should not exceed this limit.
- (ii) **Available Credit Limit:** The available credit limit at any time is the difference between assigned total credit limit & utilized limit on the Card at that point of time.
- (iii) **Cash Advance Limit:** The cash advance limit on your credit card is typically a percentage of your overall credit limit and represents the maximum amount of cash you can withdraw from an ATM or bank using your card. It is only applicable on T&E Platinum Card* not on T&E Gold, Purchase Procure+ or Purchase Utility+ Cards.

* Cash Advance Facility to be launched soon for T&E Platinum Cards.

Credit Limit and Card Account will be terminated if your Card is cancelled.

In the event you make payment over and above the amount due as per the monthly Statement, you shall not be entitled to earn interest on the credit balance and the same shall be adjusted against the amount due in the subsequent monthly Statements.

(C) Billing

(i) Billing Statements

RBL Bank will send the monthly statement at Card Member's registered email address, with details of payments credited and the transactions debited to the Card Member's account since the last statement date.

In case of any change in the Card Member's email address, Card Member is advised to contact RBL Bank immediately to ensure all Credit Card Statements are regularly received on time.

(ii) Minimum Amount Payable

100% of the Total Amount Due for all Corporate T&E & Corporate Purchase Cards.

(iii) Method of Payment

Payment towards the Card Account may be made in any of the following ways:

Online Card Payment: The cardholder can make the credit card payment instantly using any other Bank account and receive confirmation on the payment instantly. Pay using Quick Bill Pay option on the website.

NEFT: The cardholder can make the credit card payment via NEFT on below mentioned details:

Payee Name – Name on the Card

Payee Account Number – Credit Card Number

Bank Name - RBL Bank

IFSC Code - RATN0CRCARD (Please note “0” is the number zero)

Branch Location - NOC Goregaon, Mumbai

In case of bulk payments towards total outstanding, NEFT can be made on the below mentioned details:

Payee Name - RBL Bank Corporate Card

Payee Account Number - 2545109940110319

Bank Name - RBL Bank

IFSC Code - RATN0CRCARD (Please note “0” is the number zero)

Branch Location - NOC Goregaon, Mumbai

Additionally, send an email to corporatecard.support@rblbank.com with executed transaction details along with an excel confirming the breakup for each card for which payment is to be considered (i.e. Card Number and amount to be paid)

Net banking: The cardholder can use online Net banking option for existing RBL Bank account to make a payment towards the Card.

Payment at RBL Bank Branch: The cardholder can visit any of the nearest RBL Bank Branches in the city and make a payment towards RBL Bank Credit Card via cheque: To make the payment by way of a cheque or draft, the Card Member and/or the Company may draw a cheque or draft in favouring RBL Bank Credit Card XXXX XXXX XXXX XXXX. Alternatively, courier can be made to:

Card Services,
RBL Bank Ltd.,
Unit 306-311, 3rd floor, JMD Megapolis,
Sohna Road, Sector - 48,
Gurugram, Haryana - 122018

Standing Instructions/NACH: Cardmember may opt for Standing Instruction (SI)/National Automated Clearing House (NACH) on their Credit Card. SI/NACH can only be for Total Amount Due (TAD). It may be noted that amount applicable for the SI/NACH execution is post accounting for the credits (customer-initiated payments, merchant refunds, reward redemption credit/cash back, charge reversal, etc. if any) and debits (payment reversals) received into the account after the last statement/bill up to a working day prior to the Payment Due Date.

(iv) Billing Dispute Resolution

In an event the Card Member disagree with the charges indicated in the statement, it should be communicated to RBL Bank within 30 days of the issuance of statement in writing failing which it may be construed that all charges indicated in the statement are in order. Card Member may email 5

or send RBL Bank the signed dispute form available on our website at <https://www.rblbank.com/download-form/credit-cards>

If the aforesaid discrepancies are prima facie found to be legitimate by the Bank, the Bank may reverse the charge on a temporary basis until the completion of subsequent investigations by the Bank to its full and final satisfaction. If the said investigations conducted by the Bank indicate that the liability of such (discrepancies) charges is accruing to the said Cardmember(s), then the charge will be reinstated in the subsequent Statement and fees/charges shall be claimed by the Bank in accordance to the charges indicated herein above. Notwithstanding the provisions 16 herein, the Bank shall not exceed duration of 60 days in informing the said Cardmember(s) of the result of the investigations conducted by the Bank.

For the transactions disputed as “fraud”, there will be no charges levied and the Bank will suspend reporting to credit bureaus till the dispute is resolved.

(v) Grievance Redressal Process

The Card Member can contact the Bank through any of the following communication channels for any enquiries and/or redressal of concerns.

Level-I:

You can call us at our Customer Care number at 022-6232 7777 or 1800 1219050 or email to us at corporatecard.support@rblbank.com or you can write to us with your card number details at:

Card Services, RBL Bank Limited,
Unit 306-311, 3rd Floor, JMD Megapolis,
Sohna Road, Sector - 48,
Gurgaon, Haryana - 122018.

We will respond to you within 10 days of receiving your letter or email depending on the nature of your query and the time required for resolution and communication. Please provide us with the following details while writing to us to help us address your concerns:

Your Full Name

Your Contact Details (address, telephone number and e-mail)

Please quote the reference number provided to you in your earlier interaction along with to help us understand and address your concern.

Level-II:

In case you are not satisfied with the resolution provided, you may email to headcardservice@rblbank.com. Do quote your Card number and the reference number provided at level 1. Response will be provided within 10 days.

Level-III:

In case you are still not satisfied with the resolution provided or if you have not received any response within 10 days, you may escalate to our Principal Nodal Officer, Mr. Vikas Nigam by calling at 022-71432700 or writing to principalnodaloffice@rblbank.com.

Level-IV:

If the reply from Principal Nodal Officer fails to address your grievance or if you have not received any response from the Principal Nodal Officer in 10 days, you may write to the Reserve Bank Integrated Ombudsman under the provisions of Reserve Bank Integrated Ombudsman Scheme, 2021 (RBIOS,2021). Please visit rblbank.com/pdf-pages/banking-ombudsman for more details of the Reserve Bank Integrated Ombudsman. The Customer Compensation Policy of RBL Bank Credit Cards can be referred at rblbank.com/pdf-pages/bank-policies

(D) Default and Circumstances

(i) Procedure including notice period for reporting a card holder as defaulter.

In the event of default, the Card Member and the Corporate will be sent reminders from time to time for settlement of any outstanding amount on the Credit Card account using any of the following modes: by post, telephone, e-mail, SMS messaging and/or engaging third parties to remind, follow up and collect dues. Any third party so appointed, shall adhere fully to the Code of Conduct on debt collection as applicable from time to time. Occurrence of one or more of the following events shall constitute an event of default and RBL Bank at its sole discretion may withdraw the Credit Card facility. The events of default are as under:

- a. The Card Member consistently fails to pay any amount due to the Bank within the stipulated period of 180 days:
- b. The Card Member fails to perform the obligations as per Card Member T&C.
- c. Any cheques and/or NACH/standing instructions delivered to the Bank are not encashed/ acted upon for any reason whatsoever on presentation /being made.
- d. Any representation made by the Card Member proves to be incorrect, false, or incomplete, including but not limited to income and/or identification papers/ documents forwarded to the Bank being proved incorrect, incomplete and /or containing false fraudulent information.

(ii) Procedure for withdrawal of default report and the period within which the default report would be withdrawn after settlement of dues:

- a. The defaulter in question has liquidated his entire outstanding dues with the Bank or settled his dues with the Bank.
- b. A court verdict has been received against the Bank, in a legal suit filed by or against the Bank, instructing the Bank to de-list the Card Member from the default report. Decisions are taken on a case to case based upon individual reviews.

(iii) Recovery procedure in case of default:

In case of default, the Bank can recover the amount by referring the dispute to a sole arbitrator, appointed by a designated officer of the Bank under the provisions of the Arbitration and Conciliation Act, 1996 as amended time to time. The seat of arbitration shall be Delhi, India. The arbitration proceedings shall be in English Language.

(iv) Recovery of dues in case of death/ permanent in-capacitance of Card Member:

Upon death or permanent in capacitation of the Card Member, the Bank will try to recover the amount due and amicably settle the Account dues with the Card Member's legal heir.

(v) Available insurance cover for card holder and date of activation policy:

The Credit Card has an insurance policy available to the Cardmember/customer which is mentioned in terms and conditions of the Cardmember Agreement. The policy covers any losses occurring within 1 day prior to reporting loss to the Bank and 7 days post reporting loss to the Bank. The claim is to be reported to the Bank as soon as possible.

(vi) Right to lien

In the event that Cardmember commits instance of default, the Bank at its sole discretion will be entitled to exercise the Bank's right to lien and setoff the amount outstanding against any monies/ deposits/accounts maintained in the Cardmembers name with the Bank and proceed independently of any right of lien/ set-off to recover all outstanding in a lawful manner deemed fit by the Bank.

(E) Termination/Revocation Surrender of Card membership

i) Procedure for surrender of card-by-Card Member

Card Member may choose to terminate the Card Account at any time by returning to the Bank all the Credit Card(s) cut diagonally in half across the magnetic strip, either along with a written request or followed by calling the Bank's 24 Hours Customer Service Helpline requesting termination of all facilities and benefits thereto associated with the Credit Card(s). No annual fees and/or other charges shall be refunded on a pro-rata basis.

ii) Termination/ Revocation by RBL Bank

- a. The Bank may terminate the Credit Card facility immediately at any time as its discretion or at any time restrict the use without assigning reason or cause and without any notice there to. Where the Bank terminates the Credit Card facility, all amounts outstanding on the Card Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. The Bank may inform all establishments (where the Credit Card is valid/ accepted) of the cancelled Credit Cards. If the Credit Card is cancelled, the Card Member must cut it diagonally in half and return both halves to the Bank immediately. No annual fees or other charges shall be refunded on the pro-rata basis.
- b. The incapacitation or death of a Cardmember, insolvency/dissolution/bankruptcy/or winding up of a Corporate Body of a Cardmember shall automatically cancel the card issued to the Cardmember. The Card Account would also be liable to be suspended on instructions from any government/regulatory body. All amounts outstanding on the Card Account shall be deemed to have immediately become due on death or incapacitation, insolvency, bankruptcy, winding up or instruction from government/regulatory bodies, as the case may be, and Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to the obligation of the Cardmember to forth with pay all outstanding amounts.
- c. In case the Bank notices unusual and abnormal transaction patterns in the use of the Card, the Bank will try to establish contact with the customer on the registered phone number of the customer available on its records to verify if the card transaction is bonafide. Upon failure on the part of the Bank to establish contact with the customer, the Bank may restrict/terminate the use of the Card without any further notice, if the Bank reasonably believes it to be necessary in the interest of the Cardholder and/or for security reasons. Bank can suspend the facility on the Credit Card, if the Cardmember defaults on payment due or exceeds the credit limit extended. The Credit Card must not be used after the Agreement has ended or if the card account is suspended. In such a situation, the Cardmember must (subject to any default or other notice required by law) immediately pay Bank the total outstanding Balance on the Account. This includes all amounts due to Bank under the Agreement, including all transactions and other amounts not yet charged to the Account. The card will not be considered as closed until the Cardmember has paid all such due amounts.
- d. Any transactions incurred by the Cardmember prior to the closure of card and which is presented / claimed at a later point by the merchant shall be billed to the Cardmember for effecting necessary payments towards such transactions. The Cardmember shall be is obligated to pay for any transactions which were incurred prior to the closure date of the card and the Bank shall report these outstanding payments of the Cardmember to CICs, if not paid by the Cardmember Card member.
- e. Closure of Card due to long term inactivity as per RBI guidelines, non-usage of Credit Cards for a period of 1 year will lead to permanent closure of Credit Card. In case of inactivity of over 1 Year, bank will send a notice of 30 days to respond/reply prior to permanent closure of Card at the end of 30 days notice period, the card account shall be closed by the Bank, subject to payment of all dues by the cardholder.

(F) Loss/Theft/Misuse of Card

(i) Procedure to be followed in case of loss/-theft/misuse of card - mode of intimation to Card Issuer

The Card Member must notify RBL Bank immediately by calling Customer Service at the 24 Hours Toll Free Number in the event the Credit Card is lost, stolen, not received, swallowed at an ATM of RBL Bank or any other Bank, or is being misused without his/her respective permission. In addition, in case of loss theft misuse, the Card Member must file the Police Complaint/First Information Report (FIR), a copy of which be forwarded to the Bank.

(ii) Liability of Card Member in case of above

- a. The Card Member's liability arising out of any unauthorized use of the Credit Card prior to notice/ communication to the Bank shall be towards all charges incurred till the notice/ communication to the Bank and shall be "Nil" only after receipt of notice by the Bank.
- b. The Cardmember will be liable for all losses in case of misuse of the card by someone who obtained the PIN or the card. The Cardholder is under obligation to take all appropriate steps to keep the card safe and not to record the PIN, One Time Password (OTP) or any other token/ code issued from time to time, in any form that would be retrievable or otherwise accessible to any third party if access is gained to such a record, either honestly or dishonestly.
- c. If the Cardmember has acted fraudulently, the Cardmember would be liable for all losses. If the Cardmember acts without reasonable care, the Cardmember may be liable for all losses incurred.
- d. The Card Member will fully co-operate with the Bank, the representatives of the Bank and/or legal authorities in the event of any investigation into any disputed transaction.
- e. In the event the Card Member subsequently recovers the Credit Card (after reporting theft), the recovered Credit Card must not be used and must be cut in half and returned immediately to the Bank.

(G) Reward Points

If applicable as per product conduct; are valid only for 2 years from the date of accumulation. e.g.: - if you have received Reward Points in the month of May 2019, then same will expire in May 2021.

- a. The Bank reserves the right to cancel or suspend Reward Points accrued on the Credit Card if it is in arrears, restructured, suspension or default or if the Card Account is or is reasonably suspected to be operated fraudulently. Reward Points earned but not redeemed at the time of death of the Cardmember shall be forfeited.
- b. If the Credit card is blocked due to hot listing i.e. lost, stolen, etc (or) Card is RTO i.e. not delivered due to address change, etc (or) resident card holder holding a Non-resident account (or) deactivation of card till card holder authorization and is not re-activated within 6 months from block placement - For such cases RPs accrued in the card will be nullified.

(H) Disclosure

RBL Bank shall part with all available information about the Card Member repayment history, etc. to Credit Information Bureaus or to such other agencies as approved by law. RBL Bank reserve the right to retain the application forms and documents provided therewith, including photographs, and will not return the same.

- a. The Cardmember hereby expressly authorises the Bank, for the purposes of credit verification or reference checks or protection of its interests to disclose all/any information or documents relating to the Cardmember including this Agreement and/or any other agreements, or the disclose upon default committed by the Cardmember, with Reserve Bank of India, Income Tax 9

Authorities, tribunals, courts, judicial bodies other banks, credit bureau, financial institutions or any other third party in conformity with the disclosure norms as applicable from time to time.

- b. The Cardmember hereby agrees that, only in case of an explicit consent provided by the Cardmember, the information furnished by the Cardmember in the credit card application form or otherwise may further be used by Bank for marketing purposes to sell Card-related offers from time to time. Further, the Bank may use this information to market other products of Bank from time to time, in conformity with the disclosure norms as applicable. For ensuring that the Cardmember(s) are not inconvenienced, the Bank maintains a “Do Not Call” register and if Cardmember(s) will not like to be called for any marketing offers, they may inform the 24 Hours Bank by Phone or send an E-mail to cardservices@rblbank.com for listing their said contact numbers in such register. Register at the Bank website for the exclusion of their respective contact details.
- c. In the event that the Bank receives adverse reports (relating to a Cardmember(s)' credit worthiness or something to such effect), the Bank may cancel the Credit Card, where upon the entire outstanding balance as well as any further charges/fees incurred by use of the Credit Card, though not yet billed in a Statement, shall immediately become due and payable by the said Cardmember(s).
- d. The Cardmember authorises the Bank to share information relating to the Card member with third parties to enable the Bank to administer, service and manage the benefits or programs to which the Cardmember is enrolled.
- e. Notwithstanding anything to the contrary, the Cardmember authorizes the Bank to disclose all any information or documents about the Card member including this Agreement and/ or any other agreement, transactions, or dealings between the Cardmember and the Bank for any purpose to:
 - a. Its head office or to any other branches, subsidiaries or associated or affiliated companies of the Bank;
 - b. Professional advisers of the Bank;
 - c. Any potential or actual purchaser/ assignee of the Bank or of any of its businesses, rights, assets, or obligations; or
 - d. To any other person where disclosure is required by law.
- f. The Credit Information Bureau India Ltd. (CIBIL) is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with the RBI's efforts to provide an effective mechanism for the exchange of information between banks and financial institutions, thereby enabling customers to avail themselves of better credit terms from various institutions.
- g. All banks and financial institutions participating in this initiative are required to share customer data with CIBIL and other credit information bureaus. In view of the above, the Bank shall report the data pertaining to Cardmember(s) Account to CIBIL and other credit information bureaus.
- h. The Cardmember(s) acknowledge that, as per the business practices and applicable provisions, the Bank is authorised to share Card member(s)' information with any existing or future credit bureaus as determined by the Bank from time to time. The said information may be shared with the CIBIL or any other credit information bureau approved/ notified by the competent authorities to improve the functionality and stability of the Indian financial system, and such other entities.
- i. In the event that a reported Card member subsequently settles or clears all dues with the Bank to the Bank's satisfaction, the Bank shall make reasonable efforts in ensuring that the updated details of the said Card member are provided to CIBIL or such other credit information bureau to reflect the change.

- j. I authorize and give consent to RBL Bank to share and disclose any/all information as received KYC from UIDAI/ information furnished by me in application form(s) with BFL/credit bureaus/ statutory bodies/ subsidiaries/affiliates/Credit Bureaus/ Rating Agencies, Services Providers, banks / financial institution, governmental /regulatory authorities or third parties for KYC information verification, credit risk analysis, or for other related purposes that RBL Bank may deem fit. In case the Card Member commits a default in payment or repayment of the principal amount of any financial assistance/facilities/financial /credit facility or interest/charges due thereon, RBL Bank and/or the RBI will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/ or its directors /partners/card holders, as applicable, as defaulters in such manner and through such medium as RBL Bank or RBI in their absolute discretion may think fit. RBL Bank shall disclose information relating to credit history/repayment record and/or days past due status of the Card Member in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau. Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. RBL Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to the credit worthiness of the Card Member or his / her family members), RBL Bank may, after 15 days prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall be immediately payable by the Card Member. RBL Bank shall not be obliged to disclose to the Card Member the name of the bank or financial entity, from where it was received or to which it disclosed information.
- k. The Bank will report a credit card account as 'past due' to credit information companies (CICs) only when a credit card account remains 'past due' for more than three days. The number of 'days past due' is to be computed from the payment due date mentioned in the credit card statement. Before reporting a credit cardholder as delinquent to a Credit Information Company (CIC), the Bank will issue a seven-day notice period to such cardholder about the intention to report him/her as a defaulter to the CIC. In the event the customer settles his/her dues after having been reported as a defaulter, the Bank will update the status within a month from the date of the settling of dues.

(I) Lounge Access

Complimentary lounge access visit (if any) will include card validation fee as per discretion of bank. Applicable lounge charges + taxes, will be levied on all the visits exceeding the complimentary cap. Currency conversion rate is applicable as on the date of settlement. Please ensure the safety of your Priority Pass to avoid misuse. The priority pass is not transferable and will not have complimentary benefits for lounge access within India. Bank has the right to withdraw the Priority Pass membership, or any other benefit associated with your credit card if your card is closed.

(J) Card Security

As per the mandate from Reserve Bank of India (RBI), all newly issued, re-issued and renewed Credit Cards are dispatched in inactive state for all transactions except domestic Point of Sale (POS) and ATM transactions as a security measure. If Cardmember wishes to activate/de-activate his/her Credit Card for usage in any category such as domestic, international, online, POS, contactless and cash withdrawals. Cardmember is advised to visit www.rblbank.com to make necessary changes. Cardmember to note that Cards which have not been used for online/international/contactless transactions for 18 months or more shall be auto disabled for that specific category. If Cardmember wishes to activate his/her Credit Card for usage in any category that is switched off due to this inactivity, Cardmember is advised to visit www.rblbank.com to make necessary changes.

(K) Classification as Special Mention Account (SMA) and Non-Performing Asset (NPA) & Upgradation

If due date of a loan/credit card account is Jan 22, 2019, and full dues are not received before the lending institution runs the day-end process for this date, the date of overdue shall be Jan 22, 2019 and the account will be classified as SMA-0 If the full overdue amount (including charges, if any) is cleared the next day (23rd Jan 2019) or any other future date then DPD in account will turn zero by end of the day, account will then be classified as regularised. If account continues to be overdue, then this account shall get tagged as SMA-1 upon running day-end process on March 23, 2019, i.e. upon completion of 60 days of being continuously overdue. If the account continues to remain overdue further, it shall get classified as NPA upon running day-end process on April 22, 2019. The Asset Classification (i.e. NPA category) will be classified at borrower level (i.e. all relationships with the bank). In-case of NPAs, the entire overdue in all relationships of the bank are to be fully paid and if the overdue amount is zero at borrower level on any given date, then entire relationship will be considered for upgradation.

(L) 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.

CARD MEMBER AGREEMENT: COMMERCIAL CARDS

CARD MEMBER AGREEMENT: COMMERCIAL CARDS

Please read the RBL Bank Commercial Card, Card Member Agreement thoroughly before you sign on the reverse of the Commercial Card because by signing and using the Commercial Card you will be agreeing with this cardholder's agreement & rules for conduct of account as may be issued by RBL Bank. Your use of the Commercial Card will be governed by this Agreement and Most Important Terms and Conditions ("MITC") available at our website - www.rblbank.com.

1. DEFINITIONS:

- As you read this Agreement the words "You", "your" or "Commercial Card member" mean the applicant whose name appears on the reverse side hereof and whose name shall appear on the Commercial Card.
- The words "we", "our" and "us", "Bank" "RBL" refers to RBL Bank Ltd.
- The word "Company" or "Corporate" means the firm in whose name the facility is sanctioned and whose name appears on the Commercial Card under your name.
- RBL Bank Card ("Card") issued to a Commercial Card member is called a "Commercial Card".

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 Company. Commercial Cards are issued at the request of the Company and will be cancelled at the request of the Company or if the Company is unable or unwilling to meet all obligations relating to them or to the Card Account. The Commercial Card member and the Company shall be bound by all the terms of this Agreement.

3. ACCEPTING THE AGREEMENT:

You agree to be bound by all the terms and conditions of this Agreement. 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 all the terms and conditions of the Commercial Card member Agreement governing usage of the Card.

4. CREDIT LIMIT:

- The Bank will, at its sole discretion, determine your Credit Limit and notify you of the same from time to time. You may, however, request for a lower limit for the Card Account. Your Credit Limit will also be shown on your monthly statement together with the available credit amount at the statement closing date.
- The Bank may at its sole discretion and/or on your request, revise the Credit Limit from time to time.
- Use of the Card at Merchant Establishment will be limited by the credit limit assigned to each Card Account by the Bank. The outstanding on the Card Account must not exceed the 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 Credit 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.

5. LIABILITY FOR CHARGES - IMMEDIATE PAYMENT:

- 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.
- The Company is liable to us for all Charges incurred on all Commercial Cards as per the terms of the Commercial Card Account Agreement. The Company, as per the terms of the Commercial Card Agreement, is liable to us 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.

- All Charges are due immediately upon receipt of your monthly statement. You should notify us immediately of any change in your billing address.
- In the event of your non-receipt of our monthly statement, you shall be liable to make payment of the charges within 21 days of incurring the Charge or earlier, if requested by us. Our copy of the monthly statement of charges will be final and conclusive evidence of the Company's and your liability for the charges stated therein.
- You agree that when you use the Card, you will sign the Record of Charge ROC with the signature appearing on the Card. Failure to do so will not avoid liability for the Charges. Upon incurring a charge at any Establishment, you must collect your copy of the ROC and the bill from the bank.
- We reserve our right to levy a service charge, at our discretion, in addition to the amount of charge on any particular transaction at any establishment.
- Surcharge may be levied on purchase of certain product and services as notified by the Bank from time to time. Payment of surcharge is mandatory and the same may vary from time to time.
- You are also liable to pay any statutory dues levied on the services provided by the Bank to you.
- A Goods & Services Tax of 18% or as amended by the government from time to time) is applicable on all fees, interests & other charges as per the Government of India regulation. The cardholder agrees to pay this tax and any other applicable tax that might be announced from the Government from time to time.

6. PAYMENTS:

- You must pay us 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).
- If we decide to accept payment made in some other form your payment will not be credited until your payment is converted into one of the forms mentioned above. We can charge you any costs we incur in converting your payment.
- We 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 our rights under this Agreement or under the law.
- Acceptance of such payments does not mean that we agree to change this Agreement in any way.
- Non-payment of the Total Payment Due by the Payment Due Date shall render you liable to risk of withdrawal or suspension (whether temporary or permanent) of the facility on the Commercial Card. A fee may be levied for such non-payment as well. The Bank may at its sole discretion also instruct the Merchant Establishments not to honour 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.

7. DISHONOURD CHEQUES, DISHONOURD AUTOPAY INSTRUCTIONS AND OUT STATION CHEQUES:

- If you or your representative transmits or causes to us any cheques or drafts that are not honoured for reasons whatsoever for their full amount, for each cheque we may charge the Card Account as appropriate to cover our administration costs.

8. LATE PAYMENT CHARGES:

- If we do 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 of will be charged 2

on outstanding amounts until recovered in full. Please note that the corporate has to clear total outstanding due on each card on monthly basis. It is a charged card and partial/incomplete payments will render the corporate delinquent.

- 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.
- We may take action as we consider necessary to recover overdue amounts and otherwise protect our interest. You will reimburse us for our reasonable costs and expenses of such action, including legal fees.

9. CHARGES MADE IN FOREIGN COUNTRIES:

- You agree and undertake that the RBL Bank Commercial Card issued to you, if used with overseas merchants, shall be utilised strictly in accordance with the relevant Exchange Control Regulations, issued and as amended by the Reserve Bank of India (RBI) from time to time.
- You also agree that in the event you exceed your Foreign Exchange entitlements as per the exchange control guidelines of the RBI, you undertake to bring the same immediately to our notice in writing. Further you also agree and understand that if you are required to get your passport endorsed for any such charges incurred by you as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on you. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by you, then you shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the Commercial Card facility either at our instance or by the RBI.
- The globally valid Commercial Card issued to you is not valid for payments in foreign exchange at merchant locations in Nepal and Bhutan.
- If you make a Charge in a currency other than Indian Rupees, that Charge will be converted into Indian Rupees.
- The conversion will take place on the date the Charge is processed by RBL Bank, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to RBL Bank. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Indian Rupees.
- If the Charge is in U.S. dollars, it will be converted directly into Indian Rupees. Unless the applicable law requires a specific rate, you 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%.
- 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.

10. USE OF COMMERCIAL CARDS:

- No other person is permitted to use the Commercial Card issued to you for Charges, for identification, or for any other reason. If you have let someone else use the Commercial Card or you have 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.
- You agree to notify us 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/-.
- You agree not to resell or return for a cash refund any merchandise tickets or services obtained with the Commercial Card.

- You may return any item or ticket to an Establishment for credit to the Commercial Card Account if the Establishment permits such a return. We reserve the right to deny authorization for any requested Charge.
- The Card may be used only for bonafide personal or official purchase of goods and/or services. You shall not use the Card to purchase anything to resell for commercial or business purpose to derive any financial gains.

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

- The Commercial Card member and/or the Company is/ are responsible for confirming the correctness of each monthly statement of the Commercial Card Account. We will take reasonable steps to assist you by providing information in relation to charges made to the Commercial Card Account.
- 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.
- If an 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.
- 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 honour or accept the Commercial Card.
- No claim against an 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 Card holders and any dispute arising therefrom should be settled directly with the supplier.

12. RENEWAL AND REPLACEMENT OF COMMERCIAL CARDS:

The Commercial Card will 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. We will continue to issue renewal or replacement Commercial Cards until you or the Company tell us to stop.

13. LOYALTY PROGRAM AND OTHER PROGRAMS:

RBL Bank (RBL BANK) Card Rewards Program or such other loyalty program, allows eligible RBL Bank Cardmembers (“Cardmember(s)”) to accumulate points (“Points”) by spending on their RBL Bank Credit Cards, from time to time. Points accumulated on such Credit Cards can be exchanged for a wide variety of rewards as offered by RBL Bank.

This program is currently only valid on the Corporate T&E 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.
- The Cardmember may continue to use his/her RBL Bank Card as he/ she normally does. The Annual Fee for participation in the Program may be as determined by RBL Bank. Enrolment Date - shall mean the date of launch of the Program for the existing Cardmembers and the date on which the Card Account is set up by RBL BANK, for new Cardmembers. Enrolment Year-shall mean “any twelve-month period” commencing on the Enrolment Date.
- The Points shall be reflected in the monthly Billing Statement.
- All spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by RBL Bank from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:
 - Balance transfers

- Financial charges (e.g. late payment fee, dishonoured cheque charges, service fee, transaction charges)
 - Disputed transactions
 - Any purchases made at petrol pumps/service stations, unless specifically communicated to the Cardmember otherwise.
 - Payment of Enrolment Fee for the Program-
- A Cardmember cannot accrue points for any charges) incurred prior to his/her Enrolment Date.
 - Points accumulated by a Cardmember on Credit Card cannot be combined or used in conjunction with Points of his/her other Credit Cards at the time of redemption or transferred to any other customer loyalty program unless otherwise specifically notified by RBL Bank.
 - 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 Credit Cards/their respective Cardmembers, upon specific expenditures and the Points accrued thereof.
 - 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.
 - RBL Bank will notify, on best effort basis, the Primary Cardmember in the Statement of Account in respect of the Credit Card about the number of Points accumulated immediately preceding the closing date for the said monthly Statement.
 - In the event the Credit Card is voluntarily closed by the Cardmember or cancelled for any other reason, any outstanding Reward Points after cancellation of the Credit Card shall automatically lapse and shall stand forfeited. If the Credit Card, for any reason whatsoever, is blocked or suspended by RBL Bank, the Points accumulated shall stand forfeited but may be reinstated, at the sole discretion of RBL Bank, if use of Credit Card is reinstated.
 - RBL Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit, and re-instatement of Points shall be final, conclusive, and binding on the Cardmember.
 - The Points available to redeem means Points that can be redeemed by Cardmember for merchandise (goods/services) from the Reward Catalogue or for Reward Certificate available with the Merchant Establishment or in any manner as may be specific to the respective Credit Cards including but not limited to instant redemption, cash redemption, and gift vouchers.
 - 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.
 - 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.
 - 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.

- 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.
- 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.
- Points accumulated that are not redeemed by the Cardmember with 24. months will expire and shall stand forfeited.
- The Credit Card must not be overdue, suspended, blocked, cancelled, or terminated by RBL Bank at the time of the receipt of request for redemption of Points.
- The Points accrued can only be redeemed by the Primary Cardmember, and not by an Additional Cardmember.
- The Points may be redeemed at participating Merchant Establishments for a variety of rewards, as detailed in the Program catalogue and other mailers issued by RBL Bank from time to time, e.g. merchandise, shopping, dining, travel, entertainment, fee waivers, financial services, Credit Card upgrades.
- 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.
- RBL Bank will not be liable for any delay or loss in delivery of the redemption certificates/vouchers or gifts.
- 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.
- 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.
- 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.
- 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.
- Other RBL Bank benefits, which are activated by use of the Credit Card, do not apply to goods or services received as rewards under the Program.
- 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.
- Fraud and/or abuse relating to earning and redemption of Points in the Program shall result in forfeiture of the Points as well as termination and cancellation of the Credit Card.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

14. CARDMEMBER INFORMATION AND CONSENT:

- You authorize us and our affiliates to make whatever credit investigations about you which we deem appropriate.
- We may ask consumer reporting or reference schemes for consumer reports of your credit history and information concerning your account may be furnished by us to consumer reporting or reference schemes, banks, or other creditors.
- We may exchange any information we receive about you with our affiliates, including any credit or other information that we may obtain from your application or consumer reports.
- We may provide information relating to credit history/repayment record to a credit information company, specifically authorised by RBI in terms of the Credit Information Companies (Regulation) Act 2005.
- From time to time, we may monitor telephone calls between you and us to assure the quality of our customer services.

15. 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.

16. AUTHORISATION:

You hereby irrevocably authorise us to approach your Company or your 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.

17. DEBT ASSIGNMENT:

- We shall have the right to transfer, assign and sell in any manner, in whole or in part, your Card outstandings and dues to any third party of our choice without reference or intimation to you.
- Notwithstanding any such sale, assignment, or transfer, we shall be fully empowered to proceed against you, jointly or severally with any such purchaser, assignee, creditor to recover the outstanding amounts from you.
- You shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstandings and dues.

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

In the event of your delaying or being unable to settle your Credit 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.

19. 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.

20. 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).

21. CHANGING THIS AGREEMENT:

- We have the right to change this Agreement at any time, by giving you at least 30 days prior written notice. We consider that you have accepted the changes if you keep or use the Commercial Card after you receive our notice.

- If you do not accept the changes, you may terminate this Agreement by cutting the Card in half and returning the pieces to us. You will still be responsible for all fees and charges made before you terminate the Agreement.

22. 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 Card Holder'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.

23. 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, the Company and RBL Bank Ltd hereby unconditionally agree to submit to the exclusive jurisdiction of the Courts in the State of Delhi. Any dispute, difference and or claims arising out of or in connection with or in relation to this Agreement shall be settled by Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a Sole Arbitrator, whose appointment shall be made at the instance and discretion of the RBL Bank Ltd. The Arbitrator so appointed shall be competent to decide any matter or dispute or difference or claims referred to the Arbitrator which falls within the purview of arbitration, as provided for in this clause.
- Any arbitration award granted shall be final and binding on the parties. The venue and seat of arbitral tribunal shall be at New Delhi and the entire arbitration proceedings shall be conducted in English language.
- This clause 21 shall survive the termination of the Commercial card agreement.