

## **RBL BANK RELOADABLE PAYROLL PREPAID CARD- TERMS AND CONDITIONS**

**This Payroll Prepaid Card is issued to you by RBL Bank Limited** having registered office at Shahupuri, Kolhapur – 416 001 and corporate office at One World Centre, Tower 2B, 6th Floor, 841, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013 ("**Bank**")

### **Terms and Conditions:**

These Terms and Conditions shall govern the purchase and usage of the RBL Bank's Reloadable Platinum Prepaid Card ("**Card/the Card**"). The Corporate and the Cardholder (which shall have the meaning as defined below) hereby agree to abide by and shall observe compliance with these Terms and Conditions "**Terms and Conditions**" at all times.

The Card is made available to the Cardholder by a corporate customer ("**Corporate**") of Bank pursuant to a commercial dealing between the Cardholder and the Corporate. Cardholder and Corporate shall be together referred to as "User". User undertake to comply with all the relevant notifications/ guidelines / circulars issued by the Reserve Bank / Bank/ any other competent authority / statutory or regulatory body/ies governing the issue and use of the Card. The Bank disclaims all liability on account of any breach by the User of the applicable notifications/ guidelines / circulars governing usage of the Cards in force and from time to time. If the Terms and Conditions are not acceptable, the Cardholder must not use the Card and immediately return the Card to the Bank. In case the Cardholder returns the Card to the Corporate then the Corporate shall immediately inform the Bank about such return of the Card for further actions of the Bank.

### **Applicability:**

These Terms and Conditions are in addition to Applicable Law and the usage of the products and services available through various channels of the Bank, including but not limited to internet banking and phone banking facilities, with the use of Card, shall be subject to these Terms and Conditions

Please note that Card is non-transferable in nature. Each Cardholder is permitted to maintain and operate only one Card. These Terms and Conditions set out the contractual relationship between the issuer of the Card and each Cardholder under for the usage and issuance of the Card.

As a Cardholder please make sure you have read and understood each of these Terms and Conditions carefully, before using the Card.

### **1. Definitions:**

- "**Applicable Law**" means any relevant statute, law (including common law), regulation, ordinance, rule, notification, bye-law, guideline, treaties, judgment, order, decree, approval, directive, requirement or other restriction issued by any regulatory, judicial, statutory authority, or NPCI or any agreements entered into with any Governmental Authority or NPCI, or any similar form of decision of, or determination by, or any interpretation, policy or administration or order issued by any Governmental Authority of any of the foregoing, in each case having the force of law and whether in effect as of the date of the Terms and Conditions or thereafter.
- "**Application Form**" shall mean and include the application submitted/required to be submitted by the Corporate to the Bank in the form and manner stipulated by Bank from time to time for availing the Card
- '**ATM**' means Visa/MasterCard/RuPay or any other Card network enabled Automated Teller Machines in India.

- **"Available Amount"** means in relation to a Card, the amount available at a given point of time for use on the Card, being a sum of amount(s) loaded/deposited in the Card Account as reduced by a) the amount(s) utilised by using the Card for transaction(s); and b) charges, costs and expenses on the Card charged by the Bank to the Card Account.
- **"RBL Bank Limited Reloadable Prepaid Card" or "Card"** shall mean a pre-paid MasterCard/Visa/Rupay card issued in terms hereof.
- **"Card Account"** shall mean the account opened in the name of the Corporate and maintained with the Bank for the purpose of usage of the Card as per the Terms and Conditions and Conditions contained herein.
- **"Cash Limit"** shall mean the maximum amount of cash that the Cardholder can withdraw through ATMs by using the Card on any given day or for such periods as maybe stipulated by Bank and as per instructions/directions of regulatory authority, from time to time, provided that in no event shall such amount be more than the amounts loaded in card. Bank reserves the right to disable cash withdrawal services or revise the Cash Limit based on the request of the Corporate on whose request the Card has been issued to the Cardholder or at its own discretion for any reason whatsoever.
- **"Cardholder"** shall mean such individuals, to whom the Card has been issued by the Bank on the request of the Corporate and who are authorized to hold and use the Card.
- **"Charges"** means such charges payable by the Cardholder including those as set out in these Terms and Conditions as amended from time to time by the Bank at its sole discretion.
- **"Charge Slip"** means voucher printed after using Prepaid Card in a swipe machine/POS to pay for any transactions performed using the card. It indicates the details of the transaction such as the amount, time of the transaction, date, location etc.
- **"Customer Care Centre"** refers to Phone Banking provided by the Bank, which shall be available to all its Prepaid customers.
- **"Merchant Establishment"** shall mean establishments, wherever located in India, which honour MasterCard/Visa/Rupay Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers.
- **"Personal Identification Number" (PIN)** means the secret Personal Identification Number allocated to the Cardholder by Bank to enable usage of Card and/or subsequently changed by the Cardholder as per his/her choice, in relation to the Card.
- **"POS"/"EDC"** means Point of Sale/Electronic Data Capturing machines used at Merchant Establishments in India, capable of processing card transactions and at which, the Cardholder can use his/her Card to make payments for purchases subject to availability of funds in his Card Account.

- **"Statement"** means a statement made available by the Bank to the Cardholder setting out the financial transactions that have been made using the Card along with balance if any, in the Card Account.
- **"Schedule of Charges"/ "Tariff Annexure"** means an annexure detailing the Charges applicable for the services offered on the Card.
- **"Transaction Instruction"** means any instruction given by a Card Holder, directly or indirectly, to Bank, to effect a transaction on the Card.
- **"Online Transaction"** shall mean the buying and selling of goods and services or transmitting of funds or data over an electronic network, primarily Internet.

## 2. Interpretation:

- a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b) Words importing any gender include the other gender.
- c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the Terms and Conditions and Conditions.
- e) References to VISA/ MasterCard/ Rupay regulations pertain to the guidelines issued by VISA/ MasterCard/ Rupay to all the member banks of its network.

## 3. Eligibility Criteria:

- a) Only employees of Corporate having attained the age of at least 18 years may use Card for transactions in India in Indian Rupee denominations only.
- b) In order to register, create and use the Card, the Bank may require the Corporate to submit certain personal information of the Cardholder, including but not limited to Cardholder's name, address, mobile phone number, e-mail address, date of birth, preferred language of communication, etc. to the Bank. Corporate shall ensure it has required consent of the Cardholder for sharing of Cardholder's information with the Bank.
- c) No individual or entity shall misrepresent its identity, age, other demographic, parental, residence, ownership, nature of business information or other such information required to enforce any laws and regulations of India, intentionally or accidentally, and wrongfully use PPIs.
- d) The Bank may make further enquiries to verify/authenticate the identity of the Cardholder. In this regard, the Corporate/Cardholder is responsible to ensure that the personal information provided is, at all times, true, accurate, correct and complete.

#### 4. Feature and Restrictions on the Card:

- a) The Card is not transferable and a zero balance card at the time of issue.
- b) The Cardholder cannot add his/her personal funds on the Card and funding of the Card may be done only by the Corporate.
- c) The Bank shall not be required to reload the Card or otherwise add to the Card Balance, at the request of the Cardholder. Further, Bank may add or deduct amounts from the Card Balance in accordance with the instructions of the Corporate and Bank shall not be liable to the Cardholder for any such additions or deductions.
- d) No interest shall be paid or payable by Bank on the balance on the Card. It shall be subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by Bank from time to time.
- e) The Cardholder shall sign on the reverse of the Card immediately upon receipt of the same, and ensure that the signature on all transaction slips signed by the Cardholder are similar to the signature provided by the Cardholder on the Card and the Application Form submitted to Bank. In case the Cardholder desires to alter his/her signature, the Cardholder shall intimate the Bank about the same and execute necessary documents as prescribed by Bank and/or under law, in this regard.

#### 5. Issuance and Usage of the Card:

- a) The Card issued is valid for use only in India and for the purchase of goods/services in Indian currency only. The Card will be valid for a period of up to 4 years from the date of issuance.
- b) The Card is valid for use at physical Merchant Establishments, Online Transactions and ATM Cash Withdrawals only.
- c) For the purposes of using the Card, the Cardholder is required to authenticate himself with PIN.
- d) Bank and the Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Card. Any charge levied by the Merchant Establishment on the purchase made by the Cardholder using the Card, shall be paid by the Cardholder with the Merchant Establishment directly and Bank shall not be responsible for the same. Any dispute pertaining to such charges levied shall be settled between the Cardholder and the concerned Merchant Establishment. Bank shall not be liable in any manner, whatsoever, for the same.
- e) The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and Bank. The Cardholder accepts full responsibility for wrongful use of the Card or any use of the Card in contravention of the Terms and Conditions contained herein and, undertakes and agrees to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial charge that Bank may incur and/or suffer, whether directly or indirectly, as a result of the Cardholder violating the provisions thereof.
- f) The Cardholder agrees that he/she will not use the Card as payment for any illegal purchase. The Card cannot be used for making purchases of prohibited items/services under the applicable laws of India including for any kind of gambling, purchase of lottery tickets, banned or prescribed magazines/services, participation in sweepstakes, payment for call-back services, etc.
- g) As per the RBI guideline on the Issuance and Operation of Prepaid Instruments in India the maximum balance on a prepaid card is regulated based on prevailing RBI guidelines at any given point of time and Bank reserves the right to modify such limits at its sole discretion from time to time based on then prevailing regulatory guidelines and its internal policies.

- h) Bank reserves unto itself the absolute discretion and liberty to decline or honour the authorisation requests on the Card, without assigning any reason thereof. The Bank shall not be liable in any manner whatsoever for decline any transaction.
- i) Bank may, at its sole discretion, utilize the services of external service provider/s or agents and on such terms as required or necessary, in relation to the Cards.
- j) The Cardholder accepts and acknowledges that Bank shall not be liable for the services provided by Merchant Establishment to the Card Holder.
- k) The Cardholder accepts and acknowledges that the Card is not transferable or assignable by the Cardholder under any circumstances.
- l) To protect the interest of the Cardholder from an un-authorized use it is advised that Cardholder shall keep the Card under your personal custody at all the times, and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign on the reverse of the Card in the signature panel immediately upon receipt of the Card from the Bank.
- m) The Cardholder unconditionally and irrevocably authorizes the Bank to deliver and handover the Card to the Cardholder or the Corporate which will distribute it to the Cardholder.
- n) The Bank shall not be liable or responsible for any act or omission on the part of the entity, in connection with the delivery of the Card to the Cardholder
- o) The Bank and the Merchant Establishments, reserves the right to refuse the acceptance of the Card at any time for any reasons whatsoever, without any prior intimation to the Cardholder.
- p) The Cardholder shall sign and retain all the charge slips generated for each of the Transaction consummated at a Merchant Establishment.
- q) The Bank shall not be obliged to provide copies of the charge slips or transaction slips to the Cardholder
- r) Any charge or cost levied by the Merchant Establishment in relation to any Transaction, shall be directly settled by the Cardholder with the Merchant Establishment.
- s) The Cardholder shall unconditionally keep the Bank indemnified against any loss or damage caused to the Bank on account of dishonoring the payment instructions as a result of insufficient funds in the Card Account.
- t) The Cardholder agrees that Bank shall be entitled to deduct the amount of such loss or damaged caused to the Bank directly from the Card Account.
- u) The Cardholder acknowledges that all refunds in case of failed, returned, rejected or cancelled Transactions done by the Cardholder using any other payment instrument cannot be credited in the Card.

The Cardholder hereby acknowledges and agrees that the Card shall not be loaded or reloaded beyond the limits as specified below and amended from time to time as per applicable laws or as determined by the Bank.

#### **Cards issued with Minimum KYC:**

A. Limits: The amount loaded in such Minimum KYC card during any month shall not exceed Rs.10,000/- and the total amount loaded during the financial year shall not exceed Rs.1,20,000/-.

**B. Cards issued with full KYC:**

- i. Limits: The amount loaded in such full KYC card during any month shall not exceed Rs. 200,000/-
- ii. The amount outstanding at any point of time shall not exceed Rs.200,000/-. The maximum outstanding balance in your card cannot exceed Rs.200,000 at any point in time for full KYC.

- v) The Cardholder hereby acknowledges and agrees that if there are no Transaction for a consecutive period of one (1) year on the Card, subject to validity of the Card, the Card shall be made inactive by the Bank after sending a notice to the Cardholder
- w) The Card can only be reactivated by the Bank after validations and requisite due diligence, as stipulated by the Bank, from time to time.
- x) The Cardholder hereby agrees to receive SMS or emailing alerts from the Bank for all Transactions done using the Card. The SMS or emailing alerts from the Bank shall stipulate debit and credit Transactions, balance available or remaining on the Card or such other information or details as stipulated by the Bank, from time to time.
- y) The Cardholder shall ensure that the PIN is received by him/her in a sealed mailer. The Cardholder should immediately upon receipt of the PIN, shall memories the PIN and destroy the PIN mailer immediately. The Cardholder shall change the PIN to the PIN of his choice by logging online and shall also change the PIN at regular intervals. Under any circumstances the Cardholder should not disclose his/her PIN to anyone. To protect the interest of the Cardholder from an un-authorized use it is advised that you shall keep the Card under your personal custody at all the times and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder shall be solely responsible for the consequences arising out of the disclosure of his/her PIN, including any unauthorized use of the Card. Any instructions given by means of the Card and the PIN, whether in conjunction or independently, shall be deemed to be instructions given by the Cardholder, and the Bank shall be entitled to assume that those instructions are given by the Cardholder.
- z) Information concerning the Card, including the Available Amount and Card history can be viewed online or accessed by calling/writing to the Customer Service Centre at the 022 7120 9091.

**6. Adding Funds to the Card:**

- A. Subject to Applicable Law, the operating rules and any limits applicable to the as described in the agreement entered by the Bank and the Corporate. Upon receipt and processing of request to add funds to the card Bank shall add funds to the designated Card subject to limits as specified above and as amended from time to time under Applicable laws or such other amount as determined by the Bank.
- B. The Cardholder/Corporate shall bear the costs as provided in Annexure towards issuance of the Card(s) during the currency of the Terms.

**C. The Corporate** shall be responsible for the accuracy of the information provided to the Bank for the issuance of the Card. Transfer of any outstanding amount on or after the date of expiry of the card, to a new similar payment instrument of the Bank purchased by the Cardholder, may be permitted.

## **7. Expiration, Cancellation, Non-distribution and Termination:**

- a) The Cardholder shall be intimated 45 days prior to the expiry date to utilize the balance amount in the Card by SMS and/ or E-mail. For the cards issued with full KYC, the Balance in the Card after the expiration date shall be transferred to the Corporate or the Cardholder as may be mentioned in the Application form.
- b) . Corporate
- c) The Bank shall terminate the Card with immediate effect upon the occurrence of any of the following events:
  - (i) The Cardholder intimating the loss of the Card;
  - (ii) Any breach of Terms and Conditions by the Cardholder;
  - (iii) Upon specific request from the Cardholder to cancel or suspend the Card;
  - (iv) Bank is unable or otherwise prevented from processing payments in relation to the Card for reasons beyond its reasonable control (including but not limited to restrictions imposed by law or regulation);
  - (v) Demise of the Cardholder;
  - (vi) Reported lunacy/insanity/unsound mind of the Cardholder;
  - (vii) If the Bank deems that the facility is being misused / improperly used in anyway; and
  - (viii) If any adverse report is received from any of the Banks/ Branches in the network or from any governing or monitoring authority.
- d) Non-Distribution: The Bank may at any time instruct the Corporate, not to distribute Cards to any person due to reasons of compliance with the operating rules and/or Applicable Law, in which case Corporate shall immediately prevent any Card being so distributed and where requested confirm in writing this as soon as possible to the Bank. The Corporate shall not distribute Card outside the Territory.
- d) Bank may at its sole discretion and in accordance with these Terms and Conditions, Applicable Law and Bank's policies and procedures decide not to issue, or to cancel or suspend, a Card or the user of the Card Without limiting Bank's rights under this Agreement, Bank may cancel any Card if:
  - I. Card was issued more than twelve (12) months prior;
  - II. There are no funds on the Card; and,
  - III. There has been no activity on the Card during the preceding ninety (90) days post its issuance to the Prepaid Member.
- e) The Bank, at its sole discretion, shall not be obligated to issue a Card, and may suspend or cancel any Card and all or any Services if –
  - i) If Bank is unable to verify the identity of the employees of the Corporate
  - ii) If the Bank is not satisfied with the details provided by the Corporate;
  - iii) Upon termination of this Agreement; or
  - iv) If the request for issuance of Card or its use is not in compliance with the operating rules and/or Applicable Law.



f) Non-Distribution: The Bank may at any time instruct the Corporate, not to distribute Cards to any person due to reasons of compliance with the operating rules and/or Applicable Law, in which case Corporate shall immediately prevent any Card being so distributed and where requested confirm in writing this as soon as possible to the Bank. The Corporate shall not distribute Card outside the Territory.

g) Notice of Cancellation: Bank may cancel or suspend a Card at any time for any reason, with or without notice, pursuant to a requirement under operating rules and/or Applicable Law.

## **8. Replacement of Card:**

The Card issued to the Cardholder shall remain the property of the Bank and shall be surrendered to the Bank, on request. The Corporate shall return the Card to the Bank for cancellation in the event the services are no longer required by the Cardholder or if the services are withdrawn by the Bank for any reason whatsoever.

## **9. Force majeure:**

Cardholder agrees that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facilities due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.

Cardholder agrees that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of:

1. For participation in any telecommunication or electronic clearing network
2. In compliance with a legal directive
3. For credit rating by recognized credit rating agencies
4. For fraud prevention purposes
5. To credit information bureaus.

## **10. Indemnity:**

In consideration of the Bank providing the Cardholder with the facility of the Card, the User shall indemnify and hold the Bank, along with its authorised representatives, employees, agents and subcontractors, harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank, along with its authorised representatives, employees, agents and subcontractors, may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising indirectly or directly out of:

- Providing the Card to the Cardholder;
- Providing any of the services hereunder or due to any negligence/mistake/misconduct, directly or indirectly, on Cardholders' part; or
- Breach or non-compliance of any of the Terms and Conditions and Conditions and/or Applicable Laws
- Any fault, error, failure of the Card at Shared Networks and/or Merchant Establishment; or



- By reason of the Bank acting in good faith taking or refusing to take action on any instruction given by the Cardholder; or
- any breach of the representations, warranties, and covenants made by the Cardholder.
- fraud or dishonesty relating to any Transaction by the Cardholder.

## 11. Right of Lien/Set off:

Cardholder hereby grants and confirms the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with me, at its sole discretion and without notice to me utilize to appropriate any moneys belonging to me and lying/deposited with the Bank or due by the Bank to me, towards any of the Bank's dues and outstanding under or in respect of a loan facility, including any charges/fees/dues payable under these Terms and Conditions.

## 12. Liability:

12.1 Notwithstanding anything to the contrary the Bank, or its successors, assigns, and each of their directors, officers, employees, associates, agents, and representatives shall, in no event be liable, directly or indirectly, to the Cardholder or the Corporate or any other person for any direct, indirect, incidental, special, consequential, punitive or economic loss, expense, damage or any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software in case of:

- arising from or in connection with any access, use or the inability to access or use of Card, howsoever caused and regardless of the form of action (including tort or strict liability);
- as a result of improper usage, virus, corruption, or malfunction of any computer or mobile phone or other telecommunications equipment used to access Card or any technical breakdown of the payment system, downtime, mechanical failure, ATM or POS Terminal which is beyond its reasonable control or in case the breakdown of the payment system was recognizable for the Cardholder, by a message on the display of the device or device/ website or otherwise known to the Cardholder;
- for any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by Bank on third party products or interdependencies including but not limited to, electricity or telecommunications.
- for non-availability of the funds credited to the Card due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strike or other similar causes beyond Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible thereof.
- for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, epidemics, wars, or any other causes beyond its control, or any other causes beyond its control, or by any strikes or lockouts.
- by reason of any failure to comply with the Cardholder's instructions, when such failure is caused due to reason beyond the control of RBL Bank, the opinion of RBL Bank being final in this regard.
- the Cardholder fails to promptly inform the Bank in case of:
  - any change in details maintained with the Bank or the payment details;

- (ii) any incorrect or inaccurate details provided by the Cardholder or the Corporate and the instructions undertaken and executed by the Bank; or
  - (iii) Amendment, revocation or termination of or alteration of the information contained in the Application.
- h. Any misstatement, misrepresentation, error or omission by the Cardholder in any details disclosed to Bank;
  - i. Act or omission of any Merchant Establishment or any Third Party, including but not limited to, any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing, including refusal in honoring or accepting the Card or any malfunction of systems;
  - j. The Cardholder's inability to effect or complete any Transaction due to system maintenance or breakdown/non-availability of the Cardholder Portal or any network;
  - k. Non receipt of any communication/SMS/Transaction from the Bank due to reasons not attributable to the Bank
  - l. Misplacement of Card or PIN by the courier, or loss-in-transit of the Card/PIN mailer.
  - m. The Cardholder shall be liable:
    - (i) in case of any breach of these Terms and Conditions by her/him or in the event of her/his non-compliance with the Applicable Law;
    - (ii) to immediately notify the Bank in case of any unauthorized use of the Card. In such cases, the Cardholder shall bear the loss sustained by it up to the time of notification to the Bank subject to any limits stipulated by the Bank, except in cases where the Cardholder has acted fraudulently, knowingly or with negligence.
    - (iii) Handing over of the Card by the Cardholder to anybody other than the designated employees of Bank at RBL Bank's premises
    - (iv) Effecting Transaction instructions other than by a Cardholder
  - n. Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or,
  - o. Any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.
  - p. The exercise by Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face or termination by the Bank of the services and Card.

12.2 The Cardholder's liability for the loss incurred in case of any unauthorised transaction undertaken through the account shall be subject to the Bank's compensation policy, updated from time to time, in accordance with the Applicable Law and available on the Bank's website.

12.3 The Bank is under no obligation to monitor the Merchant Establishment's service/products used by the Cardholder. The Merchant Establishment alone will be responsible for all obligations under the contract including (without limitation) warranties or guarantees. Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Cardholder with the Merchant Establishment. It is clarified that the Bank shall not be responsible or liable for any deficiency in goods and/or services purchased using the Card.

12.4 The Cardholders are instructed to satisfy themselves regarding the quality, quantity and fitness of any good and/or service before purchasing the same including but not limited to any defect in quality of goods or services supplied.

### 13. Charges:

- I. Charges shall include voluntary and involuntary charge, details of which are given hereunder:
  - a. **Voluntary charge:**
    - i. The amount of any purchase of any goods or services made by a transaction instruction.
    - ii. Any amount which the Cardholder has requested Bank to debit the card account with, by virtue of a transaction instruction.
  - b. **Involuntary charge:**
    - i. Any fees charged by Bank in respect of the Card, including replacement, renewal, handling and other fees, if any. These fees are non-refundable.
    - ii. Service charges on specific types of transactions. The method of computation of such charges will be as notified by Bank, from time to time.
- II. Bank's record of the amount of any charge shall, in the absence of manifest error, be final and binding on the Card Holder, and shall be conclusive in any case where Bank has effected any payment.
- III. All statutory taxes, all other duties (including stamp duty and relevant registration charges, if any, in connection with the card) and taxes (of any description whatsoever) as may be levied from time to time by the government or other authority in respect of or in connection with the card, will be borne by the Card Holder.

For details on charges, refer to tariff annexure enclosed as part of this Terms and Conditions of Use. These charges are subject to changes at the sole discretion of Bank and the same shall be binding on the Card holder.

### 14. Lost, stolen or misuse of Cards:

User agrees that the obligation of the safety and security of the Card shall solely rest with the Corporate or the Cardholder as the case maybe. If the Card or its PIN is lost, stolen or misused Corporate or Cardholder as the case may be shall immediately contact the Customer Service Centre on the telephone numbers listed on the backside of the Card. The Corporate or Cardholder as the case may be must file a report with the local police and send a copy of the same to the Bank. The Bank upon adequate verification of information will suspend the Card temporarily. The Cardholder is solely liable for any transaction or loss incurred due to the loss of the Card, up to the time where the Card is suspended by the Bank. The Card shall be blocked immediately after reporting. Bank shall not be liable for any loss by the misuse of the Card. The charges for usage of such services shall be borne by the Cardholder. The Cardholder will be liable for all transactional loss / any incidental charges incurred on the Card until the Card is hot listed /cancelled. Bank shall not be liable for the misuse, loss or theft of Cards. In case of loss of the Card the new Card will be reissued at the sole discretion of the Bank and as per the charges determined by the Bank.

### 15. Disclaimer of Warranties:

The Bank disclaims all warranties, express or implied, regarding correspondence with description, satisfactory quality, fitness for a particular purpose and non-infringement of any services or any goods provided or incidental to the services provided under this Agreement Subject to the aforesaid the Bank disclaims all warranties, express or implied, other than those specifically agreed by it.

#### **16. Disclosures:**

The Cardholder acknowledges that the information on his/her usage of Card is exchanged amongst banks and financial entities that provide corporate facilities. Acceptance of an Application for Card is based on no adverse reports of the individual's creditworthiness and compliance of KYC norms. Bank may report to other banks or financial entities any delinquencies or suspicious activities and/or transactions done on the card, and/or withdrawal of the Cardholder's facility to use the card.

Based on the receipt of adverse reports, Bank may cancel the Card. Bank shall not be obliged to disclose to the Cardholder the name of the bank or financial entity, from where it received, or to which it disclosed information. The Cardholder shall forthwith notify Bank of any change in his/her address for communication as stated in the application form for the Card. Bank reserves the right to change the Cardholder's address in its records if such change in address comes to the notice of Bank. The responsibility shall be solely of the Cardholder to ensure that Bank has been informed of the correct address for communication, and Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.

The Cardholder authorizes the Bank to disclose, exchange, share or part with all or any information or documents relating to the Cardholder's details and payment history information pertaining to and contained in these Terms and Conditions and Conditions, or as expressed in the Application made for the Card or in the dealings between the Cardholder and the Bank for any purpose to:

- (i) Bank's Head office or to any other branches, subsidiaries or associated or affiliated companies of the Bank;
- (ii) Professional advisers of the Bank;
- (iii) Any potential or actual purchaser/assignee of the Bank or of any of its businesses, rights, assets or obligations; or
- (iv) to any other person where disclosure is required under Applicable Laws

The Cardholder agrees to adhere to and comply with all such Terms and Conditions and Conditions as Bank or its affiliates may prescribe, from time to time, for facilities/services availed of by the Cardholder.

#### **17. Governing Law and Jurisdiction:**

These Terms and Conditions and / or the transaction shall be governed by applicable Indian Law and regulations and all courts in Mumbai shall have the exclusive jurisdiction as regards any claims or matters arising out of the use of the Card.

#### **18. Responsibility for Disputes with ME or Shared Network**

Bank shall not in any manner be responsible for any disputes regarding goods and services received by the Cardholder including the quality, value warranty, delay of delivery, non-delivery, non-receipt of any goods or services. It must be clearly understood that the Card is only a facility to the Cardholder to

avail facilities and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any such disputes should be resolved by the Cardholder with the merchant directly. Any dispute in respect of a Shared Network will be resolved as per VISA / MasterCard/ Rupay regulations. Bank does not accept responsibility for any dealings the Cardholder may have with Shared Networks. Should the Cardholder have any complaints concerning any Shared Network ATM, the matter should be resolved by the Cardholder with the Shared Network, and failure to do so will not relieve him from any obligations to Bank. However, the Cardholder should notify RBL Bank of the complaint immediately.

## **19, Quality of goods & services:**

Bank shall not, in anyway, be responsible for merchandise, merchandise warranty or any services purchased, or availed of by the Cardholder from merchant establishment, including on account of deficiency in services, delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Holder. It must be distinctly understood that the card is purely a facility to the Cardholder to purchase goods and/or avail of services, Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise and of the services provided by the merchant establishment. Any dispute or claim regarding the merchandise or services must be solved by the Cardholder with the merchant establishment. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the charges and the Cardholder agrees to pay promptly such charges, dues, notwithstanding any dispute or claim, whatsoever. However, the Cardholder should notify RBL Bank of the complaint immediately.

## **20. Amendment of Terms and Conditions:**

Bank reserves the right to change, at any time, these Terms and Conditions and Conditions, features and benefits offered on the card including, without limitation to, changes which affect existing balances or rates. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions.

Bank may communicate the amended Terms and Conditions by hosting the same on its website or in any other manner as decided by the Bank. The Cardholder shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website of Bank and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card.

Bank may, at any time and subject to applicable law, change or delete or any provision, add or change to, these Terms and Conditions and Conditions. This includes the right to add or change (including to increase or decrease) any charges. Revised Terms and Conditions shall be updated on [www.rblbank.com](http://www.rblbank.com) from time to time.

## **21. Banks Authority**

The Bank has the absolute discretion to withdraw the Card and/or the services thereby provided or amend or supplement any of the above Terms and Condition at any time without prior notice to the Cardholder.

All authorizations and power conferred on the Bank by regulatory or statutory authority and in accordance with Applicable Law are irrevocable.

The Card is the property of the Bank and must be returned to an authorized person of the Bank on request or surrender the Card to the Bank in the event of the Cardholder no longer requiring the services or is directed to do so by the Bank.

The Bank shall have the right to not return the application, the photographs, information and documents submitted by the Cardholder/Corporate. The Bank shall, without notice to or without any consent of the Cardholder, be absolutely entitled and have full right, power and authority to make disclosure of any information relating to Cardholder including personal information, details in relation to documents, products/services offered, defaults, security, obligations of Cardholder, to the Credit Information Bureau of India (CIBIL) and/or any other governmental/regulatory/statutory or private agency/entity, credit bureau, RBI, the Bank other branches/subsidiaries/affiliates/rating agencies, service providers, other banks/financial institutions, any third parties, any assignees/potential assignees of transferees, who may need the information and may process the information, publish in such manner and through such medium as may be deemed necessary by the publisher/Bank/RBI, including publishing the name as part of willful defaulter's list from time to time.

The Bank shall have the right to make use of the information of the Cardholder for the purpose of KYC information verification, credit risk analysis, or for other related purposes. In this connection, the Cardholder waives the privilege of privacy and privacy of contract.

The Bank shall have the right, without notice to or without any consent of the Cardholder to approach, make enquiries, obtain information, from any person including other banks/finance entities/credit bureaus, Cardholder's Corporate/family members, any other person related to the Cardholder, to obtain any information for assessing track record, credit risk, or for establishing contact with the Cardholder or for the purpose of recovery of dues from the Cardholder.

In the event of any disagreement or dispute between Bank and the Cardholder and Corporate regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the decision of the Bank as to the materiality of any of the foregoing shall be final and binding on Cardholder and Corporate. The Cardholder and Corporate shall be bound by these Terms and Conditions and policies stipulated by Bank, from time to time, in this regard.

## **22. Severability and Waiver:**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions and Conditions or other further exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of other rights and remedies provided by law.

## **23. Notices:**

The Bank may provide the Cardholder with notices and communications in relation to the Card by e-mail, SMS, push notifications, regular postal mail or postings on its Cardholder Portal or by any other reasonable means, at the registered contact details provided by the Corporate at the time of the Application. All notices in connection with the Card addressed to the Bank shall be in writing and sent to the address as provided below and all notices shall be deemed to be received by the Bank only upon acknowledgment of receipt of the same in writing by the Bank, as the case may be.



RBL Bank Limited  
8th Floor , Techniplex Tower 1 ,  
Phase – 1, Liliya Nagar,  
Goregaon West, Mumbai - 400064

## **24. Unauthorized Transactions, Customer Complaints and Disputes/Grievance Redressal /escalation:**

24.1 Since the transactions using the Card requires authentication by secret PIN known to the Cardholder only any charge slip, or other payment requisition irrespective of whether it has the signature of Cardholder therein shall be conclusive proof that the charge recorded on such a charge slip or other requisition, was properly incurred by the Card Holder. The other payment requisition referred to in this clause shall include any and all payment pertaining to permissible expenses incurred by a Cardholder for online transactions or at a merchant establishment by use of the card which is not recorded as a charge. Any disputed transaction on the card shall be raised by the Cardholder/s with Bank's Customer care center only within ninety (90) days from the date of the transaction. Any dispute raised by the Cardholder/s after ninety (90) days from the date of the transaction shall not be entertained and the Bank shall not be liable for the same in any manner whatsoever.

Contact particulars of our call centers: +91 22 7120 9091

In the event you are not satisfied with the resolution to your queries, you may send a mail to our regional nodal officer and we will resolve the query within 10 working days. For more details and for the updated email id please refer our website [www.rblbank.com](http://www.rblbank.com) or you can click on the below link <https://www.rblbank.com/api/v1/doc/document/bank-policies/customer-grievance-redressal-process-banking-credit-cards-and-microfinance.pdf>

**Level 1** – Please call on our toll free number - +91 22 7120 9091 for any queries / complaints

**Level 2** – In case the Cardholder/Corporate is not satisfied with the response of the Bank, Cardholder/Corporate can write to any of our regional nodal officers link mentioned below. The Bank will respond within 10 days.

<https://www.rblbank.com/api/v1/doc/document/banking-ombudsman/list-of-regional-nodal-officer.pdf>

**Level 3** - In case you are still not satisfied with the response of the Bank, the same can be escalated to the Principal Nodal officer at "[principalnodalofficer@rblbank.com](mailto:principalnodalofficer@rblbank.com)"

The Principal Nodal Officer will respond within 10 days.



## Banking Ombudsman

If the reply from Principal Nodal Officer fails to address the said grievance, Cardholder/Corporate may write to the Banking Ombudsman. Please follow the link to reach the Banking Ombudsman - <https://www.rbi.org.in/commonman/English/Scripts/AgainstBankABO.aspx>

24.2 The liability of the Bank or Cardholder for any unauthorized transaction shall be:

1. Zero Liability of a Cardholder - A Cardholder's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following manner:

(a) Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the Cardholder)

(b) Third party breach where the deficiency lies neither with the bank nor with the Cardholder but lies elsewhere in the system, and the Cardholder notifies the bank within three working days of receiving the communication from the bank regarding the unauthorized transaction.

24.3 Limited Liability of a Cardholder - A Cardholder shall be liable for the loss occurring due to unauthorized transactions in the following cases:

- a) In cases where the loss is due to negligence by a Cardholder, such as where he has shared the payment credentials, the Cardholder will bear the entire loss until he reports the unauthorized transaction to the Bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the Bank.
- b) In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the Bank nor with the Cardholder, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from the bank) on the part of the Cardholder in notifying the Bank of such a transaction, the per transaction liability of the Cardholder shall be limited to the transaction value or Rs 10,000/- whichever is lower.

24.4 In case the Cardholder notifies the Bank after seven working days of receiving the communication from the Bank regarding the unauthorized transaction, the Cardholder liability shall be determined as per the Bank's board approved policy.

## 25. Help Line

Call us at our Cardholder Care Centre No. +91 22 7120 9091 or Email us at [ppihelpdesk@rblbank.com](mailto:ppihelpdesk@rblbank.com). You can also write to us at

RBL Bank Limited  
8th Floor, Techniplex Tower 1,  
Phase – 1, Liliya Nagar,  
Goregaon West, Mumbai - 400064

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**Annexure**  
**Tariff (Standard)**

SN.	Fee Type	Type	Charges** (Excluding GST)
1	Card Issuance Fee	One Time	Rs. 150/-
2	Annual Membership Fee	Annual	Rs. 150/-
3	Card Replacement / Reissuance Fee	Per Request	Rs. 200/-
4	ATM Cash Withdrawal Fee	Per transaction	Rs. 20/-
5	ATM Balance Enquiry	Per request	Rs. 10/-
6	Card Renewal Fee	Per Card	Rs. 200/-
7	ATM Pin Reissuance	Per request	Rs. 150/-
8	Charge Slip Retrieval Request	Per Request	Rs. 300/-
9	Fund Transfer	Per Request	Rs. 50/-
10	Mini Statement through ATM (last 10 txn)	Per Request	Rs. 10/-

\* Applicable taxes additional

\*\* RBL bank offers Prepaid cards / wallets in co-branding arrangement with various fintechs and corporates under mutually agreed revenue sharing model comprising of interchange & other service-related fee