

TERMS AND CONDITIONS FOR XPRESS CASH

This facility is brought to you by RBL Bank Limited ("RBL Bank") and is open to select residents of India holding a valid and current RBL Bank Credit Card ("Credit Card"). This General Terms and Conditions as provided hereunder are to be read in conjunction with, and not in derogation to the terms and conditions contained in the Cardmember Agreement and nothing contained herein shall be construed or interpreted prejudicial to the terms and conditions of the Cardmember Agreement. Unless otherwise specified, the terms and expressions contained herein shall have the same meaning as ascribed to them in the Cardmember Agreement.

I. DEFINITIONS:

In these terms and conditions, unless there is anything unacceptable to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

'Card Member' for the purpose of these Terms and Conditions, means the individual to whom a Credit Card has been issued by RBL Bank Limited and who has availed the Facility.

'Credit Limit' means the limit up to which the Card Member is authorised to spend on his/her Credit Card.

'Available Credit Limit' is the difference between the assigned Credit limit & outstanding balance on the Credit Card at a point of time.

'Card Account' means the account opened in the name of the Card Member and maintained by RBL Bank for the purpose of usage of the Credit Card, as per the Cardmember Agreement.

'Customer' means an individual to whom a Credit Card has been issued by RBL Bank.

'EMI' or **'Equated Monthly Instalment'** means the equated monthly instalments of amounts payable by the Card Member to RBL Bank with respect to the Facility and comprises of the principal amount of the Facility and interest thereon.

'Facility' means the 'Xpress Cash on Credit Cards' provided/agreed to be provided by RBL Bank, at its sole discretion, to the Card Member, to the extent of amounts not exceeding the available Credit Limit through an additional account linked to an existing Card Account.

'MITC' means the Most Important Terms and Conditions governing the Credit Card issued by RBL Bank, is available at RBL credit card MITC.

'KFS' means **Key Fact Statement** shared with the customer pre-disbursement and post-disbursement consisting of essential Facility information.

'Cardmember Agreement' means the terms and conditions governing the Credit Card issued by RBL Bank.

'Terms and Conditions' shall mean the terms and conditions for Xpress Cash.



II. USAGE OF THE FACILITY:

- i. The Facility shall be available only to a Customer, who has been pre-approved by RBL Bank for availing of the Facility, however approval is subject to the sole discretion of RBL Bank. The Customer can request for an amount up to the Available Credit Limit on the Card Account and such amounts shall be disbursed in the form of transfer to his/her RBL Bank liability account or through National Electronic Funds Transfer (NEFT) or such other mode as may be communicated by RBL Bank, from time to time. The final approval of the amount of the Facility to be granted is subject to the Bank's internal policy and the available Credit Limit at the time RBL Bank receives the Customer's request for the Facility. The Credit Limit on the Credit Card will be blocked by the amount for which the Facility is granted in cases where such amount forms part of the available Credit Limit. The Card Member shall be required to pay a non-refundable processing fee on the Facility up to the percentage specified in Schedule of Charges of this Terms and Conditions by RBL Bank to the Card Member.
- ii. Disbursement through NEFT to non-RBL Bank Account holders will be subject to successful processing at the beneficiary bank's end. The Facility will be disbursed in 4working days, subject to mandatory policy and credit checks.
- iii. Any request made by the Card Member for change in the billing cycle shall be processed by RBL Bank only upon repayment of the EMI amount by or within the due date, but before the starting of the new billing cycle.
- iv. The Card Member hereby agrees to avail of the Facility on the precondition that he/she shall not use the Facility, or any part thereof, towards capital market, Business purposes, and/or purchase of gold/gold bullions/ gold coins/gold jewellery or for the purpose of repaying his/her Credit Card outstanding.
- v. The Credit Limit of the Credit Card will be blocked by the amount which is equal to billed EMI/EMIs + applicable taxes and fees, including processing fees and the same needs to be maintained in the Credit Limit. In case of availing Facility, the Credit Limit will be blocked by the amount equal to the Facility availed.
- vi. The Card Member understands that by clicking on the 'I Agree' button and/or sharing the One Time Password (OTP) shared to the registered mobile number (as applicable) and/or authenticating the Facility request through interactive voice response, he/she is entering a valid and binding contract with RBL Bank and the same shall be enforceable and binding as per Section IOA of the Information Technology Act, 2000 and the same shall be admissible as an electronic record under Section 63 of the BHARATIYA SAKSHYA ADHINIYAM, 2023.
- vii. hereby allows use of such information that had been provided at the time of applying for the Credit Card for the completion of documentation for the Facility as well as any other offers RBL Bank may wish to extend to the Card Member.



- viii. The Card Member acknowledges and agrees that the interest component of EMI amount will be rounded off to the nearest rupee i.e., fraction of 50 paise and above shall be rounded off to the next higher rupee and fraction of less than 50 paise shall be ignored. This may result in variation of the EMI amount by one rupee as mentioned in the monthly statement.
- ix. Upon opting for the Facility, the Card Member's existing cash limit will be reduced to 10% of the prevailing Credit limit. The original cash limit will get restored upon billing of the last EMI billed Card Member's Statement.

III. REPAYMENT:

- i. The Card Member shall repay the Facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by RBL Bank to the Card Member at the time of making the offer for the Facility. EMI shall be payable as per the Credit Card billing cycle. The amount of the EMI together with other details of the Facility (including rate of interest) shall also be communicated to the Card Member separately by the Bank at the registered e-mail/mailing address as per the Bank's records. EMI due and payable for a particular month shall reflect in the Statement for that particular month. Processing fees and taxes will be levied in addition to the EMI amount in the subsequent statement generated post disbursement of the Facility.
- ii. Goods and Services Tax (GST) will levy on:
 - a. Interest component of the EMI every month.
 - b. Any fees and charges levied on the Card Account.
- iii. The Card Member shall be required to pay the entire amount of the EMI and any other charges, processing fees (as applicable) for a particular month on and before the payment due date as indicated in the Statement. In the event the payment is not made by the payment due date, it shall be construed as a default by the Card Member and the Card Member shall become liable to pay the outstanding amount together with applicable charges, as specified in the Schedule of Charges and MITC.
- iv. The Credit Limit shall be reinstated to the extent of the principal amount of the Facility repaid by the Card Member on monthly basis.

IV. PREPAYMENT OF FACILITY:

- i. If the Facility is prepaid before the tenure of the Facility, the amount of the Facility outstanding at the time of prepayment together with all interest thereon and all other monies in respect of the Facility shall become repayable by the Card Member.
- ii. The Card Member may prepay the Facility in full at any time by contacting RBL Bank's customer Care. The Card Member shall pay such prepayment charges as specified in Schedule of Charges. Part prepayment of the Facility is not allowed.



iii. RBL Bank shall, without prejudice to all other rights and remedies, have the right to call upon the

Card Member to forthwith repay the Facility, all interest thereon and all other monies in respect of the Facility upon occurrence of Event of Default (hereinafter specified) in repayment of the amount of the Facility and the Card Member shall be liable to repay all such amounts upon such demand.

V. CANCELLATION OF FACILITY:

- i. The Card Member may cancel the Facility within Five (5) days of successful disbursement by contacting RBL Bank's customer care.
- ii. No charges will be levied if Facility is cancelled within Five (5) days from the date of disbursement (free look up period) the Card Member shall repay the Facility in full to the Bank.

VI. CARD MEMBER COVENANTS:

i.The Card Member has understood RBL Bank's method of calculating EMIS payable.

- ii. The Card Member has understood and agrees that by availing of the Facility, the Card Member shall not be, unless otherwise stated by RBL Bank in writing, eligible for any reward Points whatsoever, whether awarded under the RBL Bank reward points scheme or any other reward points scheme on the Credit Card that may be announced by RBL Bank from time to time.
- iii. The Card Member shall renew the Credit Card forthwith in the event the period of the Credit Card expires during the tenure of the Facility. In the event of failure of the Card Member to renew the Credit Card as stated above, RBL Bank shall be entitled to call upon the Card Member to forthwith repay the Facility without prejudice to all rights and remedies against the Card Member.
- iv. is deemed to have accepted these terms and conditions upon the Card Member having requested for the Facility. The Card Member is aware that these Terms and Conditions are available at <u>product page on website</u> and has read and understood the same.
- v. Repayment by the Card Member of the entire amount of the Facility to RBL Bank shall release the Credit Limit for which the Card Member is eligible by virtue of holding the Credit Card.
- vi. The Card Member shall make payment of all taxes, duties, levies (including GST) in connection with the Facility.

VII. EVENTS OF DEFAULT:

If one or more of the events specified in this clause (Events of Default) occur or shall occur, RBL Bank may call upon the Card Member to foreclose the Facility by giving a notice in writing to the Card Member:



- i. The Card Member's commission of a breach of any of the terms, conditions and covenants herein contained or having made any misrepresentation to RBL Bank.
- ii. The Card Member being declared bankrupt/insolvent.
- iii. Any proceedings for misconduct being initiated against the Card Member.
- iv. The Card Member's failure to furnish any information or documents that may be required by RBL Bank.
- v. The Card Member getting into any composition (legal agreement) with his/her creditors. The Card Member defaulting on any of the terms and conditions of any other facility provided by RBL Bank to the Card Member.
- v. The existence of any other circumstances which, in the sole opinion of RBL Bank, risks RBL Bank's interest.
- vi. Upon the occurrence of any Event of Default as specified above, RBL Bank shall be entitled to exercise rights and remedies available to it under the Terms and Conditions, and as per the terms and conditions stipulated in the Card Member Agreement.
- vii. The Card Member defaulting on the as per terms of Card Member Agreement applicable for this Facility.

VIII. MISCELLANEOUS:

- Details of the processing fee, prepayment charges and interest rate applicable and any other charges on the Facility shall be as specified in Schedule of Charges. Details of all other charges shall be as per the <u>RBI MITC</u>.
- ii. Nothing contained in the Terms and Conditions shall be construed as an obligation of RBL Bank to continue to offer the Facility after the date of termination of the Facility. RBL Bank reserves the right at any time, without previous notice, to add, alter, modify, change or vary all or any of the Terms and Conditions.
- iii. The Facility shall be available to the primary Card Member only, subject to the Credit Limit and will be provided to the Card Member requesting for the Facility, at the sole discretion of RBL Bank. No request from Additional Cardmember other than Primary Cardmember will be considered.
- iv. These Terms and Conditions shall be governed by the laws of India and any dispute arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts in Mumbai, Maharashtra.
- v. In addition to the general right to set off or other right conferred by law or under any other agreement, RBL Bank may, without notice, combine or consolidate the standing balance on the Card Member's Card Account, or the account linked to the Card Account, with any other account(s) that the Card Member maintains with RBL Bank, and set off or transfer money standing to his/her credit in such other account(s) in or towards the satisfaction of the Card Member's liability to RBL Bank under his/her Card Account or the Facility.



- vi. Card Member shall promptly inform the Bank from time to time regarding change in your residence/contact information/employment and further provide updated documents within 30 days from the date of such change.
- vii. The Card Member agrees to indemnify RBL Bank from and against all actions, suits, claims, liabilities and proceedings due to or arising out any or all disputes between the Card Member and third party by reason of RBL Bank acting in good faith and bon-a-fide belief and for any loss damages incurred by the Card Member on account of deficiency in quality or delivery of product or service; non-delivery of product or services by third party and any causes due to force majeure such as earthquake, flood, dire and other natural calamities or circumstances beyond the control of RBL Bank or merchant or their agents or any third party service providers.
- viii. The Card Member has/have no objection to RBL Bank Limited and its representative providing information on various products, offers and services provided by RBL Bank Limited/third parties through any mode (including and without limitation through telephone calls/SMSs/e-mails) and authorise RBL Bank representatives for the above purpose.
- ix. The Card Member acknowledges that RBL Bank may also share the Card Member's information with any agents, affiliate or associate of RBL Bank, for the purposes of marketing and offering various products and services of RBL Bank or subsidiaries, affiliates and/or associates.
- x. RBL Bank shall have the right to adjust the amount of the advance payment/any credit balance in the Card Account towards the outstanding amount/EMI, at its sole discretion.
- xi. acknowledges and agrees that any data related to the Card Member will be maintained in accordance with the Bank's Privacy Policy, available on <u>RBL Bank website</u>.

IX. DISCLOSURE:

The Card Member consents to disclosure by RBL Bank of information and data relating to the Card Member, the Facility, and dues assumed or to be assumed by the Card Member in relation to the said Facility and default, if any, committed by the Card Member in discharge thereof to:

- i. RBI, governmental/administrative authorities, Central Know Your Customer (CKYC) registry, SEBI and to the Credit Information Companies ("CIC") and any other agency authorized in this behalf by the RBI.
- ii. Service providers or such persons with whom RBL Bank contracts or proposes to contract.



- iii. Gives specific consent to the Bank for disclosing / submitting the 'financial information' as defined under Insolvency and Bankruptcy Code, 2016 ("Code") read with the relevant regulations/ rules framed under the Code, as amended and in force from time to time, to any 'Information Utility' ("IU") and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank, as and when requested by the concerned 'IU'.
- iv. The Card Member agrees and undertakes that RBI, CIC and any other agency so authorized may use and process the said information and data disclosed by the Bank in the manner as deemed fit by them and furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.

X. CUSTOMER SERVICE & GRIEVANCE REDRESSAL

In the event of any queries, concerns, or disputes arising out of or in connection with this Terms and Conditions, the Card Member may reach out to RBL Bank customer care at <u>cardservices@rblbank.com</u> or call us on 022-62327777. Customer Grievance redressal process and escalation matrix is available on <u>RBL Bank website</u>.

XI. RECOVERY AGENT

Details of Recovery agents authorized to approach the Card Member are available on <u>https://bit.ly/3wLpTNi</u>

Disclaimer:

RBL Bank displays these offers/ services extended by third parties to RBL Bank's customers and RBL Bank is not rendering any of these offers/ services. RBL Bank does not act as express or implied agent of the said third parties vis-å-vis the customers. RBL Bank is neither guaranteeing nor making any representation with respect to the offers/ services provided by the third parties. RBL Bank is not responsible for quality of the products/ services provided by the third parties. For any queries, complaints, issues and/or feedback shall be directly dealt with the third parties only. The offers/ services may also be available at other platforms. The customer 's participation to avail such offers/ services is purely voluntary.



SCHEDULE OF CHARGES

Particulars	Fees & Charges*		
Processing Fee	Loan Amount	Tenure	Processing Fee
	Rs. 10,000	3 months	Rs. 249
	Rs. 20,000	6 months	Rs. 498
	Rs. 25,000 or more	6-48 months	2.5% of loan amount
Rate of Interest	21%		
Prepayment Charges	3% of principal amount outstanding		
Penal charges, if any, in case of delayed payment	12.5% of total outstanding Amount. Min: - Rs. 5/- and Max: - Rs. 1,300/-		
Other penal charges, if any			
Finance Charges	Refer "finance charge" section in RBI MITC.		
Cheque Return/ Dishonour Fee Auto Debit Reversal Bank Account out of funds	Rs. 500 per instance		
Cash Payments at RBL Bank Branches	Rs. 100 per instance		
Charges for switching of loans from floating to fixed rate and vice versa	NA		
Legal Fees and charges	As per actuals		
Any other charges (please specify)			

*Applicable taxes extra for all fees & charges