

Version: 7-Sep-2024

## Cardholder Agreement

These Terms and Conditions (Terms) apply to the superCard issued by Utkarsh Small Finance Bank (“Bank”) in partnership with Scapic Innovations Private Limited (“Super.Money”).

Activating your card for transactions or clicking on ‘Submit’ or ‘I Agree’ in the application process or any similar tab/icon would mean acceptance of the below terms and conditions by the Cardholder/ cardholder (You).

These Terms presently in force are updated as on 07-Sept-2024 and are subject to changes from time to time. The most recent version will always be available inside the app and [here](#)

### 1. Definitions and Interpretation

- 1.1. **Applicant** means person(s) who have applied for a Card;
- 1.2. **Application/App** means the app, through which the cardholder can control all aspects of the Card;
- 1.3. **Billing Cycle** is the period between the generation of two successive billing statements;
- 1.4. **Bank, we, us, our** or similar pronouns shall mean Utkarsh Small Finance Bank Limited, or USFBL, its successors, assigns, administrators, liquidators, etc. as the case may be;
- 1.5. **Card or superCard** means the co-branded credit card issued by Utkarsh Bank in partnership with Scapic Innovations Private Limited, which may be secured against a fixed deposit or be unsecured as the case maybe;
- 1.6. **Card Account** or account shall mean an account maintained by the Bank under these Terms and Conditions, in the name of the cardholder;
- 1.7. **Cardholder**, Primary cardholder, Cardholder, member, customer, you, your, him, he, his, or similar pronouns shall mean the individual, in whose name the Card has been issued and the Card Account is maintained;
- 1.8. **Cash Limit** means the maximum amount of cash that a cardholder can withdraw from an Automated Teller Machine (ATM) using this Card. This Cash Limit forms part of the cardholder’s overall approved credit limit;
- 1.9. **Charges** means all such charges as per the MITC unless specifically communicated to the cardholder, as amended from time to time;
- 1.10. **Credit Limit** means the limit up to which a cardholder is authorised to use the Card for a purchase transaction at an online/offline merchant establishment;
- 1.11. **Customer Care** refers to customer service and support systems as authorised by the Bank;

- 1.12. **Electronic Terminal** means any Branch Teller Terminal, Automated Teller Machines (ATM), Point-of-Sale Terminals or EDC (Electronic Data Capture machine) and other devices in which a Credit Card can be used, and which is authorised by the Bank as described in the Terms and Conditions;
- 1.13. **Finance Charges/ Interest charges** shall mean and include the interest charged on Total Outstanding Amount on the Card Account as provided in these Terms and Conditions
- 1.14. **Merchant** means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns;
- 1.15. **Merchant Establishment** means an establishment which honours the Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs (whether retailers, distributors or manufacturers) and shall include establishments which honour the Card for online or UPI transactions;
- 1.16. **Minimum Amount Due (MAD)** means the amount mentioned in the Credit Card Statement, which is the minimum payment a cardholder must make by the payment due date to keep the card account in good standing;
- 1.17. **MITC** means the document containing the Most Important Terms and Conditions along with the schedule of charges applicable for the services offered on the Card; These charges are subject to change at the sole discretion of the Bank. However, such changes in charges may be made only by giving prior notice of 30 days to the cardholder;
- 1.18. **Payment Due Date** means the date every month, on which the payment is due, towards charges incurred on usage of the Card;
- 1.19. **Purchases** shall mean and include purchase of goods and services by the cardholder, by using the Card or Card Number.
- 1.20. **RBI** means the Reserve Bank of India;
- 1.21. **Statement** means the monthly statement of account sent to a cardholder containing the list of charges incurred on Card as well as the amount due and the date by which it is to be paid
- 1.22. **Total Amount Due (TAD)** means the overall outstanding amount mentioned in the statement including but not limited to charges, fees and any other amounts that may be charged by the Bank from time to time in a Billing Cycle.
- 1.23. **Transaction Instruction** means any instruction given by a cardholder directly or indirectly to Bank and/or through the App or Customer Care to effect the transaction;
- 1.24. **Virtual Credit Card** shall mean a virtual rendition of the Card which can be used for online or app-based transactions;
- 1.25. **Website** shall mean the Card website, at the <https://www.utkarsh.bank/>

## **2. Card Services**

- 2.1. You agree to comply with the Terms contained herein, and as amended by the Bank under the Reserve Bank of India's (RBI) instructions or any statutory bodies or due to change in Bank's policy from time to time.
- 2.2. The Card is the property of the Bank, and must be produced or surrendered to the Bank on demand without delay.
- 2.3. The Bank or any Person authorised by the Bank reserves the right to:
  - 2.3.1. ascertain your credit worthiness by obtaining a credit bureau report and any other reports as it may deem necessary; and
  - 2.3.2. decline to issue the Card to you at their sole discretion. The Card is not transferable, and its usage is subject to the Terms mentioned here and any additional conditions stipulated by the Bank from time to time
  - 2.3.3. change the credit limit and / or the method of ascertaining the credit limit from when the card is reserved to when it is issued
- 2.4. App and Customer Care options are available to all cardholders.
- 2.5. The cardholders availing of any services/ facilities including but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, statement details, payment due date, etc. through the App and/ or Customer Care shall at all times continue to be bound by the Terms stipulated by Bank with respect to the services/ facilities and the mode of availing of such facilities/ services, as amended from time to time.

## **3. Card Mobile Application**

Cardholders can control the card entirely from the App including actions to

- 3.1. Make credit card bill payments
- 3.2. Manage virtual credit card
- 3.3. Manage online, domestic and international usage
- 3.4. Order a physical card, if eligible
- 3.5. Set Card PIN (For use at Point of Sale and ATMs)
- 3.6. Raise disputes or service queries on any aspect of the Card
- 3.7. Increase credit card limit by booking an additional fixed deposit, if eligible
- 3.8. Manage fixed deposits, view your fixed deposit receipts

## **4. Virtual Credit Card**

- 4.1. A virtual rendition of the Card is made available on the App, as part of the on-boarding process to all cardholders
- 4.2. This virtual card is a Rupay powered credit card which you can use for any online or mobile application-based transactions or purchases. The security parameters are set as per industry standards.

## 5. Card Validity, Expiry and Renewal

- 5.1. The Card is valid up to the last day of the calendar month of the year indicated as valid till on the Card, unless cancelled earlier by the Bank. The Card cannot be used outside the validity period, the Bank shall not be liable in any manner whatsoever for any consequences that may so arise.
- 5.2. Upon expiry or earlier cancellation, the Card may be renewed or reinstated at the sole discretion of the Bank. On expiry, the Card must be destroyed by cutting it in half, in case of a physical card.
- 5.3. Unless the cardholder is in breach of the Agreement or otherwise hereunder, the Bank will automatically renew the validity of the Card and send a new Card, before the expiry of the Card currently being used. In case of non-receipt of renewed Card, cardholder may contact the designated Customer Service Centre of the Bank, or write to the Bank at the address notified from time to time.
- 5.4. Bank must be intimated 30 days prior to the expiry of the Card currently being used, in case the cardholder does not wish to renew the Card. In absence of this, the renewal fee (as and if applicable at the time of renewal) shall be charged to the Card Account and shall be non - refundable.
- 5.5. If a Card becomes defective / gets damaged, mutilated, lost or stolen, the cardholder may ask for a replacement Card via the app. All such replacement Cards shall be issued at the discretion of the Bank upon payment of such charges prevailing at the time of replacement. The damaged card must not be used and should be cut in half and returned immediately to the Bank.

## 6. Charges and Payments

**Here are some of the charges payable by you on the payment date, which will be shown in the App**

- 6.1. The amount of any purchase of goods and/or services or a cash withdrawal;
- 6.2. Transactions at Fuel Stations: When you use the Card to pay for fuel, a fuel surcharge is levied by the acquirer (merchant's bank providing terminal).
- 6.3. Any fees as specified in the Key Fact Sheet and the Most Important Terms & Conditions
- 6.4. Service charges on specific types of transactions as decided by the Bank from time to time may be levied.
- 6.5. All fees are non-refundable and subject to change at the discretion of the Bank. The changes shall be carried out with prior intimation to cardholders. A schedule of fees and charges is always available in the app or on the website at <https://www.utkarsh.bank/>
- 6.6. All statutory taxes, Goods and Services Tax (GST), and other 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.

- 6.7. Delayed or Amended Charges:
  - 6.7.1. A Merchant may process delayed or amended charges if you have consented to be liable for delayed or amended charges for a hotel, car rental company, cruise line transaction or any other transactions; and
  - 6.7.2. Delayed or amended charges shall be processed to the Card Account within 90 calendar days of the transaction date of the related transaction.
- 6.8. When you get your Statement, you can choose to pay the Total Amount Due (TAD) or the Minimum Amount Due (MAD) as per your statement. The remaining balance can be carried forward to subsequent months. This Minimum Amount Due will be the sum of
  - 6.8.1. 5% of the outstanding amount and;
  - 6.8.2. Previous unpaid minimum amount dues, if any; and;
  - 6.8.3. Entire amount of instalments (EMI) due, if any
  - 6.8.4. 100% of any fees, interest, charges and taxes
- 6.9. Besides the Total Amount Due or Minimum Amount Due, you can also pay an amount between the Minimum Amount Due and Total Amount Due. Payment should be made before Payment Due Date to avoid Late Payment Charges.
- 6.10. You can pay the outstanding dues through the App using the following modes:
  - 6.10.1. From any UPI handle
  - 6.10.2. Or any other modes such as Netbanking that may be available in the App
- 6.11. We do not accept repayments via cash or cheque
- 6.12. Any payments received from you against the amounts specified in a particular statement shall be adjusted towards such dues in the following order:
  - 6.12.1. Billed cash advance (including interest, fees & taxes)
  - 6.12.2. Billed purchases with interest, fees & taxes as applicable
  - 6.12.3. Unbilled cash advance (including interest, fees & taxes)
  - 6.12.4. Unbilled purchases with interest, fees & taxes as applicable
  - 6.12.5. Within the above, the order of adjustment shall be: Taxes, Fees, Interest, Purchases.
- 6.13. The above order of apportionment may be modified by the Bank at its discretion. Excess amounts, if any, remaining after such adjustments may be appropriated against the amounts, which are to be specified in the immediate next Statement(s) to be generated, and no interest will be paid on such excess amounts

## **7. Credit Limit**

- 7.1. A Credit Limit will be assigned to each Cardholder which must not be exceeded at any time.
- 7.2. The Bank also reserves the right to recommend a credit limit increase to you based on your Card usage or with additional fixed deposits, within the app. Once you read

and agree to the terms related to credit limit increase displayed and provide your consent to increase the limit, Bank will enhance the credit limit on your card.

- 7.2.1. Your acceptance of the limit increase recommendation received through electronic means inside the Card app where you specifically validate the limit increase and agree to the KFS will be treated as a consent.
- 7.2.2. Bank will keep the digital records of such consent, and will treat it as proof of consent in case of any dispute arising later on account of limit increase.
- 7.3. The Bank will review your account periodically, and reserves the right to decrease your credit limit based on your transaction patterns, repayment behaviour and other internal criteria. This will be informed to you via the Card app and/or via email and SMS.
- 7.4. In case the payment made by you towards payment of Card dues is not honoured, or must be returned to you because it cannot be processed, the Bank reserves the right to initiate legal proceedings against you and will levy a fee at its sole discretion and/or temporarily disable / permanently cancel the Card. You will also be liable to pay the late payment charges or any other charges as may be decided by the Bank
- 7.5. **Cash Withdrawal Limit**
  - 7.5.1. The Cash Limit is a part of the overall Credit Limit assigned to you
  - 7.5.2. Cash withdrawal limit is at the sole discretion of the Bank, and will be intimated to you in the CardCard app. It may be unavailable to some of the cardholders
  - 7.5.3. You can use the Card to access emergency cash from ATMs. The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as shown in your App
  - 7.5.4. You shall be required to retain the record of the transaction generated by the ATM
  - 7.5.5. A transaction fee would be levied on all cash withdrawal transactions, and would be billed to you in the next Statement. All cash withdrawals will also attract interest calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by the Bank. This service charge will be debited to the Card Account. The transaction fees and service charges as stated above are non-refundable

## **8. Use of the Card**

- 8.1. Your Card is an internationally valid credit card and valid world-wide except as provided in these Terms & Conditions. The Card is acceptable at any Merchant Establishments accepting Rupay cards.
- 8.2. However, the Bank reserves the right to decline the use of the Card on account of but not restricted to regulatory restrictions, technical difficulties and unforeseen circumstances.

- 8.3. A Merchant Establishment has the right, at any time, to refuse the use of the Card at that Merchant Establishment for any reason whatsoever.
- 8.4. For any charges levied by the Merchant Establishment towards the services availed by you, the same shall be settled with the Merchant Establishment directly and Bank shall in no manner be held liable for them or the quality of service received or items purchased. On use of the Card at the Merchant Establishment, it is recommended that you collect a copy of the transaction/payment slip.
- 8.5. All the contents of the Statement will be deemed to be correct and accepted if you do not inform us of any discrepancies within 30 days of the statement date. In the event of billing disputes/discrepancies, we shall investigate and confirm the liability for such transactions. For certain disputes, we may offer a temporary credit during the period of investigation, which may be reversed along with applicable charges subject to outcome of the investigation. GST levied will not be reversed on any dispute on fees and charges or interest.
- 8.6. Your right to use the Card shall be determined forthwith:
  - 8.6.1. in the event of termination as defined in this Agreement; or
  - 8.6.2. in the event of loss / misuse or theft of the card
  - 8.6.3. By usage of the Card, you are deemed to have made a standing request that on expiry of renewal period of the Card, a replacement Card be issued to you until you request closure of the Card from the App or by contacting Customer Care, and such renewal and/or replacement shall be subject to the sole discretion of the Bank.
- 8.7. You shall act in good faith at all times in relation to all dealings with the Bank.
- 8.8. You can use the Card for payments in currencies other than Indian Rupees, only in compliance with the laws applicable in India including inter alia the Foreign Exchange Management Act, 1999 (FEMA). Further, the Card should not be used to conduct any transaction on the websites that are prohibited under the laws of India, that may result in your criminal liability.
- 8.9. You shall, however, not use the Card for making payments in foreign currency in Nepal or Bhutan.
- 8.10. You accept full responsibility for wrongful use in contravention to these conditions and undertake and agree to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial charge that the Bank and/or, Scapic may incur and/or suffer as a result of your violations of the provisions thereof.
- 8.11. In compliance with RBI's circular of January 15, 2020, at the time of issue, your card shall be enabled for use only at contact based PoS or ATMs within India, in case of virtual cards, the same is not applicable.. The facility to enable or disable online transactions (domestic and international), international transactions and contactless transactions will be provided to you from the App.

- 8.12. Do not use your Internationally valid Card on the Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc.
- 8.13. Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Card without providing any reason to the cardholder. In certain cases, subject to its sole discretion, Bank may require you to contact Customer Care to authenticate the transaction before approving it and charging to the Card Account.
- 8.14. Further, you agree that you will not use the Card as payment for any illegal / unlawful purchase/purposes. The Card should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (e.g. for working capital purposes).
- 8.15. If the Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above, Bank may, at its sole discretion, exercise its right to close the concerned Card without any notice to you.
- 8.16. Bank has the right to enquire over phone or through any other means of formal communication and seek details, information, proof etc. about the Card transactions, pattern of use, etc. and you are contractually bound to provide the information sought by Bank when requested. Unsatisfactory responses or no responses from you may lead to blocking or termination of your Card account by Bank.
- 8.17. Transactions on the Card will be allowed only up to the unused amount of Total Credit Limit on the Card Account at the time.
- 8.18. **Change of Address and Telephone Number** : You shall promptly notify the Bank at the address notified by the Bank from time to time, or designated customer service centre, in writing or telephonically or visiting branch, of any change in your address and / or telephone number.

## **9. Billing & Settlement**

- 9.1. A monthly credit card statement will be available in your app, and intimated to you via email provided by you. Your obligation and liabilities under this Agreement will not be affected in any way by non-receipt of any Statement of Account, and you shall be liable to settle the outstanding balance on the Card, on the basis of the charge slips or any other evidence of the charge within 30 days of incurring the charges.
- 9.2. The Bank will debit the Card Account for all the Charges incurred, and credit the Card Account for all payments made by you to the Bank, and also for any credits received from the Merchant Establishments in your favour.
- 9.3. The Bank shall render monthly statements on the basis of transactions done by the cardholder, and / or the payment made and / or credits received. The monthly



statement for each billing period will identify, inter alia, of purchase of goods and / or services, cash advances, fees, GST and other charges, payments and credits to the Card Account. The monthly statements will show the Total Outstanding Amount as well as the Minimum Amount Due required to be paid by you. You shall make payment for at least the Minimum Amount Due, so as to reach the Bank on or before the Payment Due Date indicated in the Statement. Your account will be credited only when the Bank receives the payment of cleared funds from you or your Bank. Any overdue amounts and any amount over Credit Limit shall be payable immediately.

- 9.4. You may exercise the option to pay the Minimum Amount Due as indicated in the Monthly Statement of Account, and carry forward the payment of the balance amount to the next Billing Cycle. Minimum Amount Due shall be determined by the Bank at its sole discretion.
- 9.5. Non-payment of the Minimum Amount 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 Credit 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 Credit Card and / or any such suitable measure as per Bank policy
- 9.6. You may pay more than the Minimum Amount Due, pay the Bank before the Payment Due Date, pay more than once during the billing period, or pay the balance outstanding on the Card Account at any time.
- 9.7. Should any payment instrument of yours be subsequently dishonoured, the Card privileges may be suspended / terminated, and a fee, as mentioned in the Schedule of Charges shall be levied to the Card Account, at the sole discretion of the Bank. Such fee amount is subject to change at the sole discretion of the Bank. The Bank also reserves the right to initiate any appropriate legal action.
- 9.8. Any and all payments received towards the Card Account may be applied or appropriated by us as per our internal accounting and credit guidelines, notwithstanding any instructions or specific appropriation by you or other person making the payments

#### 10. **Interest / Finance Charges**

- 10.1. Interest or Finance Charges are payable at the monthly percentage rate on all charges, including cash advances, from the date you incur the transactions until they are fully paid.
- 10.2. Interest, if payable, is debited to your Card Account on the last date of each statement period, and is shown on your Statement.
- 10.3. These charges will continue to be payable after termination of this Agreement or closure of the Card Account till outstanding on the Card Account is cleared in full

**11. Other Fees / Charges**

You agree to pay all costs including but not limited to charges as per the Key Fact Sheet, and, any other fees / Charges etc. incurred and / or charged by the Bank

**12. GST**

You agree to pay GST at rate as per the Government of India guidelines, that may be levied on the prescribed fees, Finance Charges, other fees/ Charges etc., as may be applicable from time to time

**13. Alerts**

You agree that the Bank shall keep you informed about the status of your Card Account, and provide any other information from time to time by sending you messages or notifications via the app, SMS and / or e-mail or any other communication channel, and you would have no objection to the same

**14. Lost, Stolen or Misused Credit Cards/Lost Phone**

**14.1. Procedure to be followed in case of loss, theft or misuse of the Card**

14.1.1. In case your Card is lost, stolen, misplaced, or if the Card PIN has been compromised, report this immediately from the App or call on 1800-309-7986  
If your Card is misplaced, you can freeze/lock the card temporarily from the App.

14.1.2. If your Card is lost or stolen, you can block the lost or stolen Card from the Card Mobile Application and a new card will be issued to you.

14.1.3. In case the mobile phone with the Card Mobile Application is lost or stolen, inform immediately by calling on 1800-309-7986

14.1.4. Please also report the theft of the Card or or the phone, to the police by lodging a First Information Report (FIR) and share a copy of that with us when requested.

14.1.5. You are responsible for the security of the Card, and shall take all steps towards ensuring the safekeeping thereof, and the Bank shall not in any manner be liable for any misuse of the Card. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen Card would rest with you and could even result in the cancellation of the Card Account.

14.1.6. You will fully cooperate with the Bank, the representative of the Bank, and / or legal authorities in the event of an investigation into any disputed transaction.

14.1.7. In the event you subsequently recover the Card, the recovered Card must not be used, and must be cut into half through the magnetic stripe and returned immediately to the Bank

14.2. Liability of card holder

14.2.1. You will not be liable for any misuse on the Card after informing us of the loss, unless you have acted with gross negligence.

14.2.2. You will be liable for all losses owing to any misuse that happened with your consent or knowledge or prior to informing us about loss of card / phone.  
Never share your Card PIN with anyone!

**15. Appointment of Third Party / Service Provider**

15.1. The Bank at its sole discretion, may appoint third parties / service providers for providing service over the phone, or through any other means. The Bank may also appoint third party service providers for conducting certain activities such as but not limited to, reference checking, verification through credit bureau, credit verification, recovery of any outstanding on the Card or initiate any action allowed by law for recovery of all dues owing to the Bank. However, the Bank will not be responsible for any consequences arising out of the third party's acts or omissions. All payments made to such third parties / service provider for collection will be at your cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues / amounts.

15.2. You shall be liable for all costs associated with the collection of dues and legal expenses with interest, should it become necessary to refer the matter to any agent, or where legal resource for enforcement of payment has been taken.

**16. Breach, Surrender and Termination/Revocation of cardholdership**

16.1. Procedure for surrender of card by card holder with due notice

16.1.1. You can close your Card account any time by raising a request in the app, the entire card outstanding dues and loans / EMI facilities linked to your Card (if applicable and/or availed of) will immediately become due. No annual fees or other Charges shall be refunded on a pro-rata basis.

16.1.2. Any refund/reversal that is received after the card closure will be intimated to you and refunded electronically to the account number shared with customer care after verifying the ownership.

16.1.3. Upon termination/revocation of cardholdership for any reason whatsoever, whether at the instance of the cardholder or the Bank, the cardholder shall remain liable for all charges incurred by the use of the Card.

16.1.4. You specifically acknowledge that once your Card account is closed, the privileges (including but not limited to all benefits and services accrued, reward points not redeemed etc) of the Card stand nullified. Reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Bank.

16.1.5. For avoiding misuse, it is advised to destroy the Card ensuring that the hologram and chip are destroyed permanently.

- 16.1.6. Your Card account will be closed only once the Bank receives the payment of all amounts due and outstanding in respect of the said Card account.
- 16.2. **Procedure for revocation of cardholdership:** The Bank can terminate this Agreement immediately at any time at its discretion, restrict the use that the cardholder may make of the Credit Card without assigning reason or cause and without any notice thereto. Where the Bank terminates the Agreement, 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 Merchant Establishment of cancelled Credit Cards.. No annual fees or other charges shall be refunded on a pro-rata basis. Notwithstanding any other provision of these Terms the cardholder will remain liable for any loss directly or indirectly resulting from such a breach; and
- 16.3. Occurrence of one or more of the following events shall constitute an event of default, and the Bank, at its sole discretion may withdraw the Credit Card facility. The events of default are as under:
- 16.3.1. You consistently fail to pay any amount due to the Bank within the stipulated period
- 16.3.2. You fail to perform your obligations as per these terms and conditions.
- 16.3.3. Any representation made by you proves to be incorrect, false or incomplete, including but not limited to income and / or identification paper / document forwarded to the Bank, being proved incorrect, incomplete and / or contains false / fraudulent information
17. **Liability**
- 17.1. The Bank shall be responsible for direct losses incurred by you due to a system failure or malfunction within our control.
- 17.2. However, our responsibility for the non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to applicable laws for the time being in force.
18. **Exclusion of Liability**
- 18.1. Without prejudice to the remedies available to the Bank and these Terms, Bank shall be under no liability whatsoever to the cardholder in respect of any loss or damage arising directly or indirectly out of:
- 18.1.1. any defect in any goods or services supplied;
- 18.1.2. the refusal of any person/ Merchant Establishment to honour or accept the Card;
- 18.1.3. the malfunction of any computer terminal;
- 18.1.4. the giving of transaction instruction by any person other than by a cardholder;
- 18.1.5. handing over of your Card by you to anybody other than the Bank or its representatives;

- 18.1.6. the Bank exercising its right to demand and procure the surrender of the Card prior to the expiry date stated on the Card;
  - 18.1.7. the Bank exercising its right to terminate any Card and the corresponding Card Account; or
  - 18.1.8. any injury to your credit character and reputation alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.
- 18.2. You acknowledge that the facility of receiving alerts on the registered mobile phone number or email provided by you while applying for the Card, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by the Bank or otherwise.
- 18.3. The cardholder accepts that timelines, accuracy and readability of alerts sent by Bank will depend on factors affecting other service providers engaged by Bank or otherwise. Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to you.

**19. Services provided by RuPay**

- 19.1. There are certain emergency services provided to you by RuPay. Such services are provided by RuPay through third party agents. You are responsible for the cost incurred in availing such emergency services provided by through RuPay
- 19.2. Assistance is provided on a best effort basis through RuPay
- 19.3. The Bank, in India, or anywhere in the world, does not accept the responsibility for the arrangement or use of services provided by/ through RuPay

**20. Disclosures**

- 20.1. USFBL may tie-up with credit bureaus authorised by RBI and will share credit information, including but not limited to your current balance, payment history, demographic details, etc
- 20.2. USFBL will report cardholder information to credit bureaus on a monthly basis, or such other time period as may be agreed between the Bank and the credit bureaus. In case of any billing dispute notified to USFBL, USFBL will suspend reporting to credit bureaus till the dispute is resolved.
- 20.3. cardholder acknowledges that USFBL is authorised to share information relating to cardholder including information relating to any default committed by the Cardholder in discharge of his / her obligation, as USFBL may deem appropriate and necessary, with any existing or future credit bureaus as determined by the Bank from time to time. Accordingly, the Cardholder gives consent to disclose information to such credit bureaus. Such entities may further make available processed information or data or products thereof, of banks / financial institutions and other credit grantors.
- 20.4. Credit Bureaus includes Credit Bureaus, Credit Reference Agencies, Credit Information Companies or any other entity formed and authorised by RBI for the

purpose of collecting, collating and disseminating credit information pertaining to borrowers.

- 20.5. You hereby expressly authorise the Bank for the purposes of credit verification or reference checks, protection of its interests etc., to disclose all / any information / documents relating to you / this Agreement and / or any other Agreement with other Banks, credit bureaus and financial institutions.
- 20.6. You hereby authorise the Bank or its representatives to contact your employer, banker, or any other source to obtain and / or verify any further information that may be required.
- 20.7. You further authorise the Bank to disclose such information to the Reserve Bank of India (RBI), Income Tax Authorities, Credit Rating Agencies, or any other Government or regulatory authorities / bodies / departments as and when so demanded. You further authorise the Bank to verify, share and / or disclose your name to the aforesaid authorities including banks, financial institutions, credit bureau / agencies, data banks, third parties in the event you default in payment or compliance of the Terms and Conditions of this Agreement.
- 20.8. You further acknowledge that the Bank shall also be entitled to disclose all such information / documents etc. to any Court, Tribunal, Arbitrator if so directed / required.
- 20.9. Upon receipt of adverse reports (relating to your credit worthiness or your family members), the Bank may cancel the Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall immediately become due and payable by you. The Bank is not obliged to disclose the name of the Bank, institution or body wherefrom it received such information about you.
- 20.10. You specifically waive the privilege of privacy, confidentiality and secrecy with regard to the aforesaid information.
- 20.11. The Bank will disclose, from time to time, any information relating to the Credit Card(s), to Co-brand entities and to third parties engaged by Utkarsh Bank, for purpose such as proper operation of Credit Card accounts, rewards points management and other administrative services.
- 20.12. Banks have all responsibility for adherence to all regulatory rules, directions, and guidelines including guidelines on outsourcing of financial services by banks or NBFCs issued by the RBI. The Bank does not provide any services in contravention of the guideline on outsourcing of financial services by banks or NBFCs issued by the RBI.
- 20.13. Transaction alerts received may not be assumed as a confirmation of transaction completion.

## **21. Assignment / Securitisation**

You expressly recognise and accept that the Bank shall be absolutely entitled to sell, assign or transfer in any manner (including through the drawing of a negotiable instrument or otherwise), in whole or in part, and on such terms as the Bank may decide (including reserving a right to the Bank to proceed against you on behalf of any purchase, assignee or transferee) your outstanding and dues to any third party of the Bank's choice, without reference to or without written intimation by the Bank to you, and any such assignment or transfer shall bind you to accept such third party as a creditor exclusively or as a joint creditor with the Bank, but with the right to the Bank to continue to exercise all power hereunder on behalf of such third party, and to pay such outstanding and dues to such third party, or to appropriate the same, as the Bank may decide. Any costs incurred by the Bank towards enforcement of its rights and recovery of outstanding dues shall be debited to your account.

## **22. Collections**

- 22.1. You agree that if you fail to make the payment when due, Bank shall, without prejudice, exercise all or any of its rights and remedies available to it in these Terms, the KFS and/or applicable laws.
- 22.2. If you do not pay at least the Minimum Amount Due 3 days beyond the Payment Due Date, the Card will be reported as delinquent by the Bank to the Credit Information Companies (CICs) authorised by the RBI. Non-payment of Minimum Amount Due may also lead to discontinuation of credit card services.
- 22.3. Once reported to the Credit Information Companies (CICs), there is no withdrawal of the report. However, if dues are settled by you, this information will be provided to the Bank for sharing with Credit Information Companies (CICs) in the subsequent month.
- 22.4. In the event of a default, you will be sent reminders by telephone, email, SMS for settlement of any outstanding dues. If no response is received from you via regular channels, third parties may be engaged to remind, follow up and collect dues.
- 22.5. A message may be left with your spouse / parent / other direct adult family member / secretary / accountant / other colleague, as available, at your residence / office / phone. Any such third party collections agency appointed shall adhere fully to the code of conduct on debt collection.

## **23. Charges made in Foreign Countries/Currency**

- 23.1. When using your Card abroad, you agree to use it strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time.
- 23.2. In the event you exceed your entitlements as per the exchange control guidelines of RBI, you shall bring the same to the notice of Bank via email. If the passport is required to be endorsed for any such charges incurred as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on the cardholder.

- 23.3. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, the cardholder shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the credit card facility either at the Bank or by RBI.
- 23.4. The Bank shall be under no liability in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on the Bank becoming aware of you exceeding your entitlements.
- 23.5. If a transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees and shown in your Statement. The conversion will take place on the date the transaction is settled with the Bank, which may not be the same date on which the transaction was done. On this amount, a forex markup fee will be levied.
- 23.6. A forex markup fee will also be levied in case of an Indian Rupee (INR) transaction done at a merchant or payment gateway that is based out of India.

#### **24. Arbitration and Resolution of Disputes**

- 24.1. All disputes, differences and / or claim or questions arising out of these presents, or in any way touching or concerning the same, or as to constructions, meaning or effect thereof, or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof, of a sole arbitrator to be nominated by the Lender / Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender / Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award, and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in Varanasi
- 24.2. Prohibition Clause: International Credit Cards cannot be used on internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, and / or such items / activities for which no drawal of foreign exchange is permitted.
- 24.3. Any requisition received from a Merchant Establishment by Bank for payment shall be conclusive proof that the Charges were properly incurred by cardholder, unless the Card is lost, stolen or fraudulently misused and the same is reported as provided above - which they would need to prove.
- 24.4. Cardholder's signature on any charge-slips or authentication of the transaction by input of their Card PIN, One-Time-Password (OTP) sent on their registered mobile number shall be conclusive evidence of the liability incurred by them.



- 24.5. In the event cardholders disagree with a Charge indicated in the Statement, please let us know within 30 days of receipt of the Statement, failing which it would be assumed that all Charges indicated in the Statement are in order.
- 24.6. All disputes, differences and / or claim or questions arising out of these presents, or in any way touching or concerning the same, or as to constructions, meaning or effect thereof, or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof, of a sole arbitrator to be nominated by the Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Bank may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award, and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in Mumbai.
- 24.7. Without prejudice to the above, the Bank may at its sole discretion issue notice to the cardholder for initiating conciliation proceedings for the settlement of any of the above-mentioned disputes in the cases where the cardholder has defaulted in the payment of the dues for more than 60 days.

**25. Quality of Goods and Services**

- 25.1. The Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed by you from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by you.
- 25.2. Card is purely a facility to you to purchase goods and/or avail of services, and the Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise.
- 25.3. Any dispute or claim regarding the merchandise or service must be resolved by you directly with the Merchant Establishment. The existence of the claim or dispute shall not relieve you of your obligation to pay all the Charges to the Bank and you agree to pay such charges promptly.

**26. Credit Transactions**

- 26.1. A debit for a purchase and a subsequent credit for cancellation of goods / services are considered to be two separate transactions. On cancellation, the refund will only be credited to the Card Account (less cancellation charges) as and when received by the Bank. If the credit is not posted to the Card Account within a period of 30 days, you can notify Bank via phone or app.

## **27. Settlement of Disputes**

- 27.1. All disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai, India, and shall be governed by the laws of India. Any arbitration proceeding hereunder shall be conducted on a confidential basis. Each Party shall cooperate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced.
- 27.2. This Agreement shall be governed by the laws of India.

## **28. References**

- 28.1. Reference to any gender shall include all genders and reference to single number shall include reference to plural number and vice versa, in context thereto.

## **29. Waiver / Acquiescence**

- 29.1. No delay in exercising, or omission to exercise any right, power or remedy accruing to the Bank, upon any default under this Agreement, or any other agreement or document, shall impair any such right, privilege, power or remedy, nor shall it be construed to be a waiver / forbearance thereof, or any acquiescence in such default; nor shall, the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default.

## **30. Acceptance**

- 30.1. You have read and understood the entire cardholder Agreement and agree to be bound by all the conditions stated herein.
- 30.2. You accept that Terms and Conditions and other documents with regard to Credit Card have been explained in English and are understood by you, and that you have understood the entire meaning of various clauses.
- 30.3. Usages of Card indicates acceptance of the Terms & Conditions laid out in the cardholder Agreement.

## **31. Reward Program**

- 31.1. Any rewards or cashback which have been credited or debited to or from the superCard account shall be reflected on the super.money App. The Cardholder can also view the total rewards / cashback accumulated by them on the super.money App.
- 31.2. Cashback shall mean money available for redemption into the cardholder's account under the superRewards Program
- 31.3. Preferred Merchants shall include certain merchants on which the cashback earnings are defined below
- 31.4. superUPI shall mean the UPI platform of Super.money which can be used by cardholders to transact using the UPI payment mode with or without using the

- superCard. Any rewards /cashback earned on UPI transactions by the cardholder shall be governed by the terms and conditions available on super.money.
- 31.5. Cashback will be available for redemption once the same has been settled by the merchant with the Bank, and an additional hold period of up to 30 days from the date of settlement.
  - 31.6. All per month caps applicable shall mean a statement month of the cardholder.
  - 31.7. If a transaction is reversed by way of a refund/chargeback/reimbursement, the transaction amount shall be credited back to your superCard account. In such instances, the cashback accrued on those transactions will be reduced from the overall cashback balance. If the balance is not sufficient then it will be adjusted from cashback earned in future transactions/activities.
  - 31.8. Cashback on 'Preferred Merchants' which currently includes Flipkart Internet Pvt Ltd, Myntra Designs Private Limited, Cleartrip Private Limited Ltd, Myntra Pvt Ltd will be calculated based on the Merchant IDs (MIDs) shared by the respective merchants. Bank shall not be held liable if a transaction on any of these merchants does not earn cashback.
  - 31.9. Bank's computation of the Cashback shall be final, conclusive and binding on a Card member and will not be liable to be disputed or questioned
  - 31.10. Bank makes no warranties for the quality of products / services provided by the merchant establishments participating in the superCard Rewards Programme.
  - 31.11. Bank can block earning of cashback on any merchant if there is a reasonable suspicion of fraud.
  - 31.12. Every purchase is assigned a different "Category" depending upon the Merchant Category Code ("MCC") defined by Card Network i.e. Visa,/MasterCard/ Rupay or authorised service providers of the bank. For example, Food & Dining, Shopping, Travel, Entertainment, Groceries, Bills & Utilities, Fuel, and so on, and such categorization is not controlled by the Bank. Cardholders shall not earn any cashback on the transactions in the following categories, identified by their MCC.
    - 31.12.1. Govt related transactions
    - 31.12.2. Agriculture / Contractor Services MCCs
    - 31.12.3. Wallet loads / gift or prepaid card loads / voucher purchase
    - 31.12.4. Purchase of gold / jewellery
    - 31.12.5. Insurance / Post Office / Transit
    - 31.12.6. Rent payments
    - 31.12.7. Cash advances
    - 31.12.8. Payment of Outstanding Balances
    - 31.12.9. Payment of card fees and other charges
    - 31.12.10. All types of EMI transactions (EasyEMI/SmartEMI, Dial -an- EMI etc)
  - 31.13. The terms and conditions mentioned in the document can be revised or terminated at any time with 30 days prior notice.

- 31.14. The cashback shall lapse in the occurrence of the following occurrences
- 31.14.1. if superCard has been withdrawn or cancelled
  - 31.14.2. If superCard is liable to be cancelled or the account of the Card member is a delinquent Account.
  - 31.14.3. If superCard is blocked due to non-payment of dues
  - 31.14.4. If superCard is not used for more than 365 days
  - 31.14.5. If there is breach of any clause of the Cardholder Agreement
- 31.15. And no refund, extension or compensation shall be given by Bank even if the card member's membership is reinstated
- 31.16. Cashback is valid only for 2 years from the date of accumulation. For example, If you have received cashback in month of April 2024, then the same will expire in April 2026
- 31.17. The superCard Rewards program is made available at the sole discretion of the Bank and Bank expressly reserves the right at any time and with notice to Card members, to add to and/or alter, modify, change or vary all or any of these Terms and Conditions or to replace wholly or in part, the superCard Rewards Program by another program, or to withdraw it altogether. Without prejudice to anything contained in the Terms and Conditions, all disputes, if any, arising out of or in connection with or as a result of the Rewards Program or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals at Mumbai.
- 31.18. In case the superCard Rewards Programme comes in conflict with any applicable laws, or rule, regulation or order imposed by any statutory authority, then the rewards programme may be modified or cancelled to give effect to said requirements or at will.
- 31.19. superCard is issued for personal expenses and purposes only. The Cardholder must not use superCard to purchase anything for resale, for commercial or business purposes. The superCard should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (e.g. for working capital purposes). If superCard is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above, Bank may, at its sole discretion, exercise its right to cancel superCredit Card and withhold/cancel the Cashback earned, without any notice to the Cardholder. Bank may enquire with you over phone or through any other means of formal communication and seek details, information, proofs, etc., about the superCard transactions, pattern of usage, etc. Non-satisfactory responses or no responses from the Cardholder may lead to blocking/closure of the superCard by the Bank.

**32. Fixed Deposit (used as collateral for credit card)**

- 32.1. You acknowledge that interest on the amount funded online will be paid subject to successful setup of the Fixed Deposit account with the Bank and only from the date of successful payment. The interest rate displayed in the Card application is subject to change and may differ from the actual interest rate applied at the time of creation of the Fixed Deposit.
- 32.2. You may book additional fixed deposits at any point in time to increase your existing credit limit, however you acknowledge that on failure of Fixed Deposit creation, in the event that the amount outstanding with the Bank exceeds the earlier assigned credit limit of your Card, refund for such Fixed Deposit would be processed only after offsetting the outstanding amount (i.e. difference between the actual outstanding and the earlier assigned credit limit) from the subsequent Fixed Deposit amount. Any balance remaining after the above due adjustment shall be refunded to you.
- 32.3. Notwithstanding anything contained herein or any other document, in such case, the Bank shall have the right to liquidate the entire fixed deposit amount or make deductions from the amount received for creation of deposit, including the interest accrued, and set-off such amount against the outstanding amount payable to Bank with respect to the Card. Any balance remaining after the above due adjustment shall be refunded to you.
- 32.4. You acknowledge that interest rates applicable at the time of payment for the Fixed Deposit will apply.
- 32.5. You acknowledge and provide consent to the Bank to recover the Outstanding Dues on Card if it is not paid within 60 DPD (Days Past Due) or the total outstanding including accrued interest and fees reaches 100% of the Fixed Deposit amount, whichever is earlier
- 32.6. On maturity of Fixed Deposit, the maturity amount will be renewed automatically as per the original tenor of the deposit and at the rate of interest prevailing at the time of renewal of the Fixed Deposit and shall keep on renewing till such time the linked Card will remain open.
- 32.7. In case you surrender the Card after full settlement of Card dues, to the satisfaction of the Bank, you can request the Bank to close the deposit and pay the proceeds electronically after adjusting for any pre-closure charges and any outstanding on Card to my Bank account held elsewhere.
- 32.8. Bank shall have paramount right to set-off and lien, irrespective of any other lien or charge, present as well as future, on deposits of any kind and nature (including fixed deposits) held / balances lying in any other account(s) of the cardholder maintained with the Bank, in single name on any monies, securities, bonds and all other assets, documents and properties held by/under the control of the Bank (whether by way of security or otherwise pursuant to any contract entered / to be entered into by the cardholder in any capacity) towards the satisfaction of the cardholder's liability under his Card account.

- 32.9. Bank is entitled without any notice to the cardholder, to settle any indebtedness whatsoever owed by the cardholder to the Bank (whether actual or contingent, or whether primary or collateral or whether joint and/or several) hereunder or under any other document/agreement, by adjusting, setting off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the cardholder with the Bank Limited notwithstanding that the deposit(s) / balances lying in such account/s may not be expressed in the same currency as such indebtedness.
- 32.10. Bank 's rights hereunder shall not be affected by the cardholder's Bankruptcy, death or winding-up. In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, Bank Limited is authorised / will be entitled:
- i) To combine or consolidate any time all or any of the accounts and liabilities of the cardholder with or to any branch of the Bank
  - ii) To sell or otherwise dispose of any of the cardholder's securities or properties held by the Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the cardholder, including costs and expenses in connection with such sale or disposal; and in case of cross currency set off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of the Bank.

### **33. Collateral [Fixed Deposit]**

- 33.1. Fixed Deposit here refers to the Fixed Deposit booked and maintained by the cardholder, against which the Bank has issued a credit card.
- 33.2. These Terms apply to and regulate the card issued by the Bank and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of the Bank and Terms and Conditions governing Bank's Fixed Deposit as available on the Bank's <https://www.utkarsh.bank/> . To the extent of any inconsistency between these Terms and Primary Terms and Conditions, these Terms shall prevail.
- 33.3. In order to be eligible for availing the secured Card, you shall be required to create and maintain a fixed deposit of minimum Rupees One Hundred only (Rs.100/-) or any minimum amount as decided by the Bank from time to time.
- 33.4. The credit limit on the card shall be up to ninety (90%) of the fixed deposit amount, subject to minimum credit limit of Rupees Ninety (Rs. 90/-) or as decided by Bank and maximum credit limit of Rupees Nine Lakhs (Rs. 9,00,000). The said credit limit may be subject to change at the sole discretion of the Bank from time to time and shall be communicated to you through such mode and manner as deemed fit by the Bank.
- 33.5. You shall be required to create the fixed deposit in the manner specified and upon execution of the relevant documents as specified by the Bank from time to time. The fixed deposits so created with the Bank shall be on auto renewal mode. By applying

for the Card and agreeing to the Terms contained herein, you hereby give your consent for the fixed deposit to be auto-renewed.

- 33.6. In the event of cancellation of the Card by you/Bank, the fixed deposit linked to the Card shall continue to be available in the app for further action from you
- 33.7. Upon issuance of the Card, in addition to the Bank's right of general lien and set-off, the Bank shall mark a lien on the entire/part-of fixed deposit amount deposited by you, including interest earned by you, until the termination of the Card after paying off the outstanding dues. The Card shall be activated and be available for use by you only once lien has been marked on the fixed deposit created by you.
- 33.8. The whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Card by you will be secured by way of lien of the fixed deposits as approved by Bank and standing solely in your name, in the form and manner as prescribed by Bank. You shall execute all such documents in the form and manner satisfactory to the Bank for the creation of security.
- 33.9. The prevailing rate of interest applicable at the time of auto-renewal of the fixed deposit shall be applicable on the linked fixed deposit amount..
- 33.10. In case the fixed deposit is liquidated prior to the completion of the term of the fixed deposit, tenure-based penalty shall be charged at one (1) percent of interest accrued on the fixed deposit from the date of creation of fixed deposit till date of liquidation of fixed deposit.
- 33.11. Once the Card is issued, you shall not have the right to make any part withdrawals from the fixed deposit linked to the Card. The tenure of the fixed deposit opened for availing the Card shall continue on an auto renewal mode unless terminated and cancelled.
- 33.12. The fixed deposits which are in the name of a single individual shall be eligible for Card and the fixed deposit has to be opened through the App. Nomination facilities shall be available for the fixed deposit facility.
- 33.13. In the event of termination/withdrawal/cancellation of the fixed deposit of the Card or if you fail to pay the amount outstanding on the Card within sixty (60) days from the due date as mentioned in the Card Statement, or in case of termination of the fixed deposit upon your demise, the Bank shall be entitled forthwith to liquidate the entire fixed deposit amount including the interest accrued and set-off such amount against the outstanding amount payable to Bank under the Card. Any balance remaining after the above referred deduction shall be refunded to you and pending outstanding will have to be paid immediately. Further, in case of non-payment of dues, the Bank shall report the Card held by you as delinquent to the Credit Information Companies (CICs), authorised by the RBI and such reporting shall affect your credit score adversely

- 33.14. Cardholders have an option to top-up the fixed deposit within the App at the sole discretion of the Bank which shall increase the credit limit up to the maximum credit limit as prescribed by the Bank from time to time.
- 33.15. Bank shall report the Card to CICs as Unsecured credit card.
- 33.16. A soft copy of these Terms, the KFS, MITC and FAQs are all available on the app. The Bank shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time.
- 33.17. Cardholder will be liable for all charges incurred and all other obligations under these revised Terms until all the amounts under the Card are repaid in full. Bank may communicate the amended Terms by hosting the same on the app or in any other manner as decided by Bank.
- 33.18. Cardholder shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the website and shall be deemed to have accepted as the amended Terms by continuing to use the Card.
- 33.19. Any change in the Terms shall be communicated to cardholder, in the above manner, one month prior to the date of their implementation.

**34. Miscellaneous**

- 34.1. Where the Bank acts on good faith in response to any oral or electronic instruction or inquiry by cardholder in respect of any matter in relation to the Card, cardholder will not be entitled to claim or allege any loss, damage, liability, expenses etc., attributable directly or indirectly, to any such good faith action of the Bank, and cardholder agrees to hold the Bank harmless in respect thereof.
- 34.2. Cardholder's liabilities under this cardholder Agreement shall not be discharged off, till outstanding on the Card Account is cleared in full.
- 34.3. The Total Outstanding on the Card Account together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to the Bank on bankruptcy, insolvency, dissolution or winding up of a corporate body of a cardholder, or death of the cardholder. The cardholder's estate will be responsible for setting off any outstanding on the Card Account, and should keep the Bank indemnified against all costs including legal fees and expenses incurred in recovering such outstanding.
- 34.4. Pending such repayment, the Bank will be entitled to continue to levy Finance Charges at its prevailing rate.
- 34.5. Card Account would also be liable to be suspended on instructions from any Government / Regulatory Body. All amounts outstanding on the Card shall be deemed to have immediately become due on instructions from Government / Regulatory Bodies as the case may be, and the Bank shall be entitled to recover the



same in accordance with the relevant laws in force without prejudice to your obligation to forthwith pay all outstanding.

- 34.6. The Bank shall, from time to time be entitled to add to and / or amend all or any of these Terms and Conditions, which shall be communicated in writing to you. You will be bound by such amendments, unless all the outstanding in the Card Account is paid and the Card is returned to the Bank for cancellation, or cut in half before the date upon which any amendment is to have effect.
- 34.7. The Bank shall, at its sole discretion, add any new or withdraw any existing facility or features available to you under these Terms and Conditions.
- 34.8. All published information is correct and complete at the time of publishing. The Bank cannot assume responsibility for changes, which occur after publishing