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RETAIL BANKING | CORPORATE BANKING | INTERNATIONAL BANKING

SVC BANK
RuPay Debit Card
TERMS & CONDITIONS BOOKLET



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TERMS AND CONDITIONS OF USAGE

1. AGREEMENT:

This Agreement is provided at the time you apply for SVC Co-operative Bank Ltd. RuPay ATM Debit Card. If you have approved, the Card is forwarded to you & by activating the Card, you agree to the terms and conditions of this Agreement.

You accept the duty of ensuring compliance with the applicable Reserve Bank of India (RBI) Regulations, Exchange Control Regulation of the RBI, Foreign Exchange Management Act 1999 ('The Act'), all the rules and regulations framed under the Act and as amended / modified / applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the terms and conditions of operation of your accounts with SVC Bank.

The Bank has the absolute discretion to amend or supplement the above charges from time to time and these charges shall be notified on the Bank's website and on the Bank's notice board. Cardholders shall be bound by such changes.

2. DEFINITIONS:

"Account(s)" refers to the Cardholder's Saving Account/ Current Account/ OD Account that has been designated by SVC Bank to be eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder/signatory.

"Account Statement" means a statement of account or the passbook issued by the Bank to a Cardholder setting out the transactions carried out and balance in the account as on a given date, and any other information the Bank may deem fit to include.

"ATM" refers Teller Machine to Automated whether in India or overseas, whether of SVC Bank, or of any other Bank on a shared network, at which amongst other things, the Cardholder can use his Debit Card to access his funds in his account(s) held with SVC Bank.

The "Bank" means SVC Co-operative Bank Ltd. Registered Office at SVC Tower, Nehru Road, Vakola, Santacruz (E), Mumbai-400 055.

"Card" or **"Debit Card"** refers to the SVC BANK RuPay Debit cum ATM Card issued by the Bank to a Cardholder.

"Cardholder" means the approved Customer who has been issued the Card and who is authorized/has the necessary mandate to hold and use the Card. Cardholder is referred to as "you", "your", or similar pronouns. Words in plural shall also mean and include those in singular and vice versa.

"Charge" means a charge incurred by the Cardholder for purchase of goods or services on the Card or any other charge as may be included by the Bank from time to time.

"Merchant" or **"Merchant Establishment"** shall mean retailers, service providers, or establishments, wherever located, which accept the Card as payment for products and services.

If you wish to use the Debit Card at an ATM & POS machine, you will need a "PIN" means a 4-digit Personal Identification Number, required for accessing a Debit Card, allocated to the Cardholder by the Bank or chosen by the Cardholder from time to time.

"Point-of-Sale (POS)" refers to swipe terminals in India, whether of SVC Bank or any other Bank on the shared network, which permits the debiting of the account(s) for purchase transactions from Merchant Establishments.

"Primary Account" means the first account in the accounts Particulars in the application for a Card for the purpose of Card operations.

"Shared Network" means RuPay Card networks, or any other networks like NFS or any other Bank's private network called by any name.

"Transaction" means an instruction given by a Cardholder to the Bank, effected by a Cardholder's use of the Debit Card directly or indirectly.

"RuPay Regulations" means regulations issued by RuPay to its franchisee/member banks.

"Password" refers to a text containing alphanumeric characters generated by the Cardholders for his/her own identification for security purpose while transacting on line.

"Bank Holiday" means all Sundays, national holidays and public holidays as declared under the Negotiable Instruments Act, 1881 even though the Bank or any of its branches may be open on those days.

“**Business Hours**” means the time period for which the Bank is open for business on the Working Days and the Business Hours may vary for each branch of the Bank, as notified from time to time.

“**Force Majeure Event**” means any event such as fire, earthquake, flood, epidemic, strike, lockout, labor controversy, industrial disputes, riot, civil disturbance, war, civil commotion, natural disasters, Acts of God, failure or delay of any transportation agency, or any other furnisher of essential supplies or other facilities, omissions and acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities including changes in Law, or other regulatory authority acts beyond the control of the Bank, or for any other reasons which cannot reasonably be forecast/foreseen or provided against, and which cannot be predicted by men of ordinary prudence.

“**Technical Problem**” means any problems or difficulties arising due to the power and electricity failure, computer errors, programming errors, software or hardware errors, computer breakdown, unavailability of Internet connections, communication problems between NFS network server and any ATM, the Bank's server and ATM network, shutting down of the NFS network or the Bank's servers, unavailability of links, corruption of the computer software, problems in ATM or any other service providers infrastructure and telecommunication network, problems in any other telecommunication network and any other technology-related problems.

3. ELIGIBILITY:

Certain accounts may not be eligible for the Debit Card based on the type of account i.e. Individuals who maintain joint accounts with joint operations, NRE/NRO, societies, trusts, HUF, associations, partnership concerns and companies, all questions or disputes regarding account and transaction eligibility are decided by us, whose decision is final.

4. VALIDITY:

The Card is valid for use at ATMs of the Bank, approved ATMs of RuPay displaying the logo. The Cards can also be used as one with POS terminals in India displaying RuPay logo. However, the Card is not valid for payment in foreign exchange. The Card is valid up to the last working day of the month and the year indicated on the Card.

5. ACTIVATION:

You must activate your Debit Card upon receipt in order to enable it to be used to initiate transactions. Prior to first use the Card must be activated through the SVC Bank ATM by utilising the Card and the associated PIN at an ATM.

6. EXPIRATION/RENEWAL:

The Card is valid up to the last day of the month/year indicated on the Card. A renewal Card shall be sent by the Bank before the expiry of the Card at the discretion of the Bank. The Bank reserves the sole right of renewing the Card account on expiry. The Cardholder is responsible for destroying the expired Card. Unless we are notified in writing otherwise, re-issued Cards will be sent to your last known address according to the records of the Bank.

7. CARD HOLDER'S OBLIGATIONS:

- 7.1 The Cardholder must sign the Card immediately upon receipt.
- 7.2 The Cardholder must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under his personal control at all times.
- 7.3 Each Cardholder will be issued a personal identification number or a password (PIN) to enable use of the Cards for accessing his/her account on the ATM/E-commerce transactions.
- 7.4 The Personal Identification Number (PIN) issued to the Cardholder for using the Card or numbers chosen by the Cardholder as a PIN, will be known only to the Cardholder and are for the personal use of the Cardholder and are non-transferable and strictly confidential.
- 7.5 The PIN Number will be communicated to the Cardholder entirely at his/her risk, who shall not disclose the PIN to any person and shall take all possible care to avoid its discovery by any person.
- 7.6 The Cardholder shall be liable for all transactions made with the use of the PIN, whether with or without the knowledge of the Cardholder.
- 7.7 A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by a third party.
- 7.8 The PIN should not be disclosed to any third party, either to staff of the Bank or to Merchant Establishments, under any circumstances or by any means whether voluntary or otherwise.

- 7.9 It is advisable that the Cardholder changes the PIN immediately on first usage at ATMs for security reasons.
- 7.10 The Debit Card needs to be activated. For security reasons initially the Card will be issued in an inactive state. The Debit Card can be activated for the first time only at ATMs using the PIN allotted. Subsequently the Card will be ready for use in any of the following ways:
- Use at POS swipe terminals at Merchant Establishments.
 - Use at any SVC Bank ATM/any other Bank ATM by using the ATM PIN.
 - Use for E-commerce transactions using ATM PIN.
- 7.11 The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank of India, SVC Bank and FEMA (Foreign Exchange Management Act) 1999 and/or any other legislation in force from time to time.
- 7.12 The daily limits of SVC Bank Debit Card for ATM cash withdrawals/POS/E-commerce transactions are subject to the limits fixed by the Bank which may vary from time to time.
- 7.13 The Card shall be valid only for transaction options, as permitted by the Bank/RuPay from time to time in India and abroad, at SVC Bank ATMs, ATMs of other Banks, which are members of the RuPay/NPCI ATM network and electronic Point-of-Sale swipe terminals at Merchant Establishments/E-commerce transactions.
- 7.14 The Card is and will be the property of SVC Bank at all times and shall be returned to SVC Bank unconditionally and immediately upon SVC Bank's request. The Cardholder is requested to ensure that the identity of the Bank's Officer is established before handing over the Card.
- 7.15 The Debit Card is not transferable or assignable by the Cardholder under any circumstances.
- 7.16 The Cardholder shall not be entitled to overdraw the account linked to the Card in any manner whatsoever.
- 7.17 The Cardholder's account will be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the Card.
- 7.18 The Cardholder will maintain sufficient funds in the account to meet any such transactions.
- 7.19 The Cardholder will be responsible for transactions effected by the use of the Card, whether authorized by the Cardholder or not, and shall indemnify SVC Bank

against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act 1999 or any other law being in force in India and/or any other country/state continent/territory wherever located in the world at the time notwithstanding the termination of this agreement.

- 7.20 Each time you use your Debit Card, if the terminal is working properly, you may obtain a receipt indicating the amount involved and the calendar date. All Debit Card transactions will be reflected on your account statements, regardless of whether you receive statements by mail or e-mail. You may also view records of your transactions online via SVC Bank Internet Banking Facility .
- You agree to review your account statements promptly to discover and report any unauthorized use of your Debit Card or other unauthorized access to your account. For purposes of this agreement, unauthorized use includes use of your Debit Card or other mechanism for account access by a person other than you, who does not have actual, implied or apparent authority for such use, and from which use you receive no benefit.
- 7.21 It is the moral responsibility of every customer to update the passbooks regularly and intimate the Bank immediately in case any clarifications required on any transactions within a reasonable period of 7 days.
- 7.22 The Cardholder is requested to note that the Debit Card is valid up to the last day of the month/year indicated. The Cardholder hereby undertakes to destroy the Debit Card when it expires by cutting it into several pieces through the magnetic stripe.
- 7.23 The renewed Debit Card shall be issued, upon evaluation of the conduct of his/her account. SVC Bank reserves the sole right of renewing his Card account on expiry.
- 7.24 The Cardholder should inform SVC Bank in writing within 30 days from the date of any irregularities or discrepancies that exist in the transaction details at an ATM/Merchant Establishment if no such notice is received during this time, SVC Bank will assume the correctness of the transactions.
- 7.25 The Cardholder agrees to provide the Bank information that the Bank requires from the Cardholder by law or

regulation or any other appropriate information that the Bank may reasonably require from time to time.

- 7.26 The Cardholder agrees to the Bank providing any part or full information about his/her dealings with the Bank through the Card or otherwise to RBI or such other regulatory agency(ies) under any statutory or regulatory provisions such as FEMA, 1999, etc.

8. LOST OR STOLEN CARD:

- 8.1 In the event that the Card is lost or stolen, the occurrence must be reported to the Centralized Card Division, Dosti Pinnacle, Thane (West). +91-22-7199 1700
- 8.2 The loss or theft of the Debit Card should be reported to SVC Bank immediately. Although loss or theft may be reported by other means of communication, the Cardholder must confirm the same in writing to SVC Bank immediately.
- 8.3 Should transactions be received by SVC Bank after the Card has been lost or stolen but before receipt of the Cardholder's written confirmation he shall be liable for all amounts debited to the accounts.
- 8.4 The Cardholder hereby indemnifies SVC Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to SVC Bank, or lost and misused before SVC Bank is informed.
- 8.5 Provided the Cardholder has in all respects complied with the terms and conditions, an agreement Card may be issued at the sole discretion of SVC Bank at the applicable fee.
- 8.6 Should the Cardholder subsequently recover the Card, it cannot be used. It should be destroyed by cutting it into several pieces through the magnetic strip.

9. PIN SECURITY:

The PIN is the Cardholder's electronic signature. It shall be kept confidential. The Cardholder should memorize the PIN, and a written record of the PIN should not be kept in any form or disclosed to a third party. The security of the PIN is the Cardholder's responsibility.

10. SURRENDER / REPLACEMENT OF CARD:

Card broken/damaged while in use or otherwise or lost

however, will be replaced at a cost decided by the Bank from time to time. A replacement Card may, however, be issued at the Bank's discretion against (i) a fresh application and (ii) a suitable indemnity in case of a lost Card or surrender of the Card if it is broken/damaged as the case may be. The Card issued to the Cardholder shall remain the property of the Bank and will be surrendered to the Bank, on request or in the event the Card is no longer required by the Cardholder. The Cardholder 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. The Bank, may, in its absolute discretion issue a replacement Card, with a new PIN for any lost or stolen Card or a new PIN on the existing Card, or issue a renewal Card with a new or the same PIN on the same terms and conditions or such other terms and conditions as the Bank may deem fit. Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in case of improper / fraudulent / unauthorized / erroneous use of the Card or through a duplicate Card and/or the PIN in the event of the Card falling in the hands of or through the PIN coming to the knowledge of any third party.

When your Debit Card is replaced, or a new Debit Card is issued, the Debit Card number or expiration date may change. If you have authorized the use of your Debit Card information to have your Account automatically debited on a recurring or periodic basis, you should provide the party using the Debit Card information with your new Debit Card number or expiration date in order to permit the automatic debits to continue.

11. CARDHOLDER'S RIGHT TO SURRENDER CARD:

- A. The Cardholder may discontinue this facility any time by a written notice to the Bank and should return the Card to the Bank cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred on the Card. The Bank shall be entitled to discontinue this facility at anytime by canceling the Card with or without assigning any reason whatsoever.
- B. If the Cardholder desires to close the Primary Account or even otherwise decides to terminate the use of the Card facility, he shall give the Bank not less than two working days' notice in writing and forth surrender the Card to the Bank at the Card-Issuing Branch and obtain a valid receipt thereof.

12. ASSIGNMENT OF CLAIMS:

If you dispute a Debit Card transaction and we credit your account for all or part of such disputed transaction, we automatically succeed to, and you are automatically deemed to assign and transfer to us any rights and claims (excepting tort claims) that you have, had or may have against any third party for an amount equal to the amount we credited to your account. After we credit your account, you agree that, unless we consent in writing, you will not pursue any claim against or reimbursement from such third party for the amount that we credited to your account, and that you will cooperate with us (including completing any requested documentation) if we decide to pursue the third party for the amount credited. If we do not issue you a credit, any claims concerning property or services purchased with your Debit Card must be resolved between you and the third party.

13. BANK'S RIGHT TO REFUSE RENEWAL/TERMINATE CARD:

The Bank may in its absolute discretion renew a Card upon payment of prescribed charges. The Bank shall be entitled in its absolute discretion to refuse to issue / renew a Card to any Cardholder or withdraw the Card and or services thereby provided at any time. The Bank shall terminate the Card facility with immediate effect upon the occurrence of any of the following events:

- I. Failure to adhere of or comply with the terms and conditions herein set forth and also the terms and conditions that are applicable to Cardholder's accounts with the Bank;
- II. In the event of default under any agreement or commitment (contingent or otherwise) entered into with the Bank;
- III. The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature;
- IV. Demise of the Cardholder;
- V. Reported lunacy/insanity/unsound mind of the Cardholder;
- VI. If the Bank deems that the facility is being misused/improperly used in anyway;
- VII. If any adverse report is received from any of the Banks/Branches in the network; The Card shall be made non operational in case of Primary Account being made inoperative by the Bank. Notwithstanding termination of

the ATM Card facility, the transactions already processed but reported to the Cardholder's branch after the termination shall be put through the Cardholder's account.

14. TERMS OF USAGE :

- A. The Card is not transferable and shall be used only by the Cardholder.
- B. The Cardholder shall at all times ensure that the Card is kept at a safe place, 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.
- C. The Card is the property of the Bank and must be returned to an authorized person of the Bank on request or in the event of Cardholder no longer requiring the services. The Cardholder shall ensure that the identity of the authorized person of the Bank is established before handing over his Card.
- D. The Cardholder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges.
- E. The type of transaction offered on Shared Network ATMs may differ from those offered on the Bank's own network. The Bank will only support cash withdrawal and balance enquiry transactions at the ATMs belonging to Shared Networks. The Bank reserves the right to change the types of transactions supported without any notice to the Cardholder.
- F. Fast Cash options in the ATM can be used for Primary Account only.

15. MULTIPLE ACCOUNTS / JOINT ACCOUNTS :

- A. The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank shall have the right to decide the number of accounts, which will have the Card facility on them.
- B. In case of Cards linked to multiple accounts, transactions at Shared Networks and Merchant Establishments will be effected on the Primary Account. In case there are no funds in this account, the Bank will not honor the transactions even if there are funds available in the other accounts linked to the same Card.

- C. Transfer of Primary Account or any change in operational mode thereof will not be allowed unless the Card is surrendered and dues, if any, against it, are paid.
- D. The Bank will debit the accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card.
- E. The Cardholder shall maintain, at all times, in his Primary Account at the Bank the minimum deposit amount as applicable from time to time during the validity period of the Card, and the Bank may, at its discretion levy such penal or service charges as per Bank's rules from time to time or withdraw the Card facility, if at any time, the amount of deposit falls or has fallen below the minimum amount of deposit as aforesaid, without giving any further notice to the Cardholder and/or without incurring any liability or responsibility whatsoever, by reason of such withdrawal.
- F. The Cardholder or such Cardholder who is a Joint account holder permitted to operate upon the joint account singly authorizes the Bank to debit the account/s with the amount withdrawn and/or transfers effected by the use of the Card, as per Bank's records. The Bank's record for transaction processed by the ATM machine or POS terminal shall be binding on all the account holders jointly and each severally. All fees/charges related to the Card, as determined by the Bank, from time to time, will be recovered by debiting any of the Cardholder's accounts. In-case any of the joint account holders desires to give stop payment/transaction instructions, in respect of operations of the Card, at least seven days clear prior notice, in writing, will have to be given to the Bank, so as to enable the Bank to inform all Banks/ATM centers participating in the network and take steps in its discretion to carry out the instructions.

16. STATEMENTS AND RECORDS :

- A. The Cardholder shall accept the Bank's record of the transactions as conclusive and binding for all purposes. The printed output that is produced at the time of operation of the ATMs is the record of the Cardholder's operations on the ATM and shall not be construed as the Bank's record for this purpose. Transactions conducted after the normal business hours, of the Bank/branches would be reflected in the Bank passbook on the next

business day. For the purpose of levy of charges/ interest etc., the actual date of transactions will be reckoned.

- B. The Cardholder should inform the Bank in writing within 15 days from the date of transaction if any irregularities or discrepancies exist in the transactions / particulars of the account. If the Bank does not receive any information to the contrary within 15 days, the Bank would assume that the Account Statement and the transactions recorded therein are correct.
- C. To ensure the Cardholder's interest, the Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Card facilities. All records maintained by the Bank, in electronic or documentary form, of the instructions of the Cardholder and such other details, and all camera/video recording made as mentioned above, shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

17. ATM USAGE :

- 17.1 The Card is accepted at the SVC Bank ATMs & other Bank ATMs who are members of NFS network. Cardholder is entitled to receive a receipt of ATM transactions containing sufficient information to identify the transaction and the terminal used.
- 17.2 Charges for cash withdrawals and balance inquiry at ATMs in India will be applicable as per the schedule of charges of the Bank and will be debited to the account at the time of such cash withdrawal and balance inquiry transactions.
- 17.3 Cash withdrawals and balance inquiry performed by the Cardholder at ATMs in countries other than India will be subject to a fee, as per the prevailing tariff of charges.
- 17.4 All executed transactions at non ATM branch are subjected to charges as determined by SVC Bank from time to time.
- 17.5 For all cash withdrawals at a SVC Bank ATM, any statement/receipts issued by the ATM at the time of deposit or withdrawal shall be deemed conclusive, unless verified and intimated otherwise by SVC Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.

- 17.6 SVC Bank will not be liable for any failure to provide any service or to perform any obligation there under where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or other circumstances beyond its control.
- 17.7 SVC Bank will not be liable for any consequential or indirect loss or damage arising from or related to the loss/use of the Card and related PIN, however caused. The availability of ATM services in a country other than that in which the Card was issued is governed by the local regulations in force in the said country. SVC Bank shall not be liable if these services are withdrawn without notice thereof.

18. MERCHANT ESTABLISHMENT USAGE:

- 18.1 The Card is accepted at all electronic Point-of-Sale terminals at Merchant Establishments in India and overseas which display the RuPay logo.
- 18.2 The Card is for Electronic Use only and will be accepted only at Merchant Establishment that have an electronic Point-of-Sale swipe terminal. Any usage of the Card other than electronic use will be deemed unauthorized and the Cardholder will be solely responsible for such transactions.
- 18.3 Please note that presently the PIN is required for use of the Debit Card at the electronic Point-of-Sale swipe terminals at Merchant Establishments.
- 18.4 The Cardholder must sign the sales slip generated at the POS i.e; transaction slip issued by the merchants after completion of a buying transaction and retain his copy of the slip whenever the Card is used at Merchant Establishments. Any sales slip not personally signed by the Cardholder but which can be proved, as being authorized by him will be deemed to be liability of the Cardholder. In case of any disputes, there may be a requirement of retrieval of sales slip from the merchants. The cost incurred by the Bank for any such sales slip retrieval will be borne by the Cardholder.
- 18.5 SVC Bank will not accept any responsibility for any dealings the Merchant may have with the Cardholder, including but not limited to the supply of goods and services so availed or offered. Should the Cardholder have any complaint relating to any RuPay Card Merchant Establishment, he should resolve the matter

with the Merchant Establishment and failure to do so will not relieve him from any obligations to SVC Bank.

19. EXCLUSION FROM LIABILITY:

- A. Consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal inquiry costs charges and expenses which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or non-compliance of the rules, terms and conditions relating to the Card and the account and/or fraud or dishonesty relating to any transaction by the Cardholder or his employee or agents.
- B. The Cardholder agrees to indemnify the Bank for any machine/mechanical error/failure. The Cardholder shall also indemnify the Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card/PIN.
- C. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:
- Any defect in quality of goods or services supplied by Merchant.
 - The refusal of any person to honor or accept a Card.
 - The malfunction of any computer terminal, ATM or POS terminal.
 - Effecting transaction instructions other than by a Cardholder.
 - Handing over of the Card by Cardholder to anybody other than the designated employees of the Bank at the Bank's premises.
 - The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date printed on its face, whether such demand and surrender is made and/or procured by the Bank or any person or computer terminal, ATM or POS terminals.

- The exercise by the Bank of its right to terminate any Card.
 - 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, any request for its return or the refusal of any Merchant Establishment to honor or accept the Card.
 - Any misstatement, misrepresentation, error or omission in any detail disclosed by the Bank.
- D. Except as otherwise required by law, if the Bank receives any process summons, order, injunction, execution decree, lien, information or notice which the Bank in good faith believes calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, the liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.
- E. The Bank reserves the right to recover from the Cardholder's account a reasonable service charge and any expenses it incurs, including but not limited to reasonable legal fees, due to legal action involving the Cardholder's Card.
- F. In case the account gets overdrawn due to any reason, the Cardholder should provide enough funds to bring it in credit. For every occasion when the account is overdrawn, a flat fee is levied, in addition to the interest. The flat fee and interest shall be recovered at the rate determined by the Bank from time to time.
- G. In the event of an account being over drawn due to Card transaction, the Bank reserves the right to set off miss amount against any credit lying in any of the Cardholder's other accounts held singly or jointly without giving any notice, wherever applicable.
- H. Nothing in these terms and conditions shall affect the Bank's right of set-off, transfer and appropriation of monies pursuant to any other agreement from time to time subsisting between the Bank and Cardholder.

20. DISPUTES:

- 20.1 In case of purchase transactions, a sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence

between SVC Bank and the Cardholder as to the extent of the liability incurred by the Cardholder and SVC Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed of the service availed to the Cardholder's satisfaction.

- 20.2 SVC Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined by the customer within one month of the receipt of notice of disagreement. If after such effort SVC Bank determines that the charge is correct, then it shall communicate the same to the Cardholder.
- 20.3 SVC Bank accepts no responsibility for the refusal of any establishment to honor the Card.
- 20.4 The SVC Bank shall not be liable for any loss caused by a technical breakdown of the payment system if the breakdown was recognizable for the Cardholder by a message on the display of the device or otherwise known.
- 20.5 The responsibility of the Bank for the non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to the provisions of the law governing the terms.
- 20.6 This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts in Mumbai, India irrespective of whether any other Court may have concurrent jurisdiction in the matter.
- 20.7 The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilized in the resolution of a dispute.

21. INSURANCE BENEFIT:

The Cardholder may at a later stage under the Card, be offered various insurance benefits from time to time by SVC Bank through a tie-up with an insurance company. The Cardholder specifically acknowledges that he shall not hold SVC Bank responsible for any matter arising out of or in conjunction with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such

matters shall be addressed to and sorted out directly with the insurance company. The insurance company will be solely liable for settlement of the claim. Further, the Cardholder also agrees that SVC Bank may at any time (in its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on SVC Bank to continue this benefit.

22. FUNDS:

The Cardholder will maintain sufficient funds in the account as necessary to cover any transactions at the time they are initiated. The Cardholder should not use or attempt to use the Card without sufficient funds in the account. In the event of payment/debit made in excess of the balance available in the account, Cardholder will be responsible to the Bank for the amount of any transaction completed, and will also be responsible to the Bank for the Schedule of Charges disclosed in the Welcome Kit for a check returned or paid against insufficient or unavailable funds. Please see the Welcome Kit for a Schedule of Fees and Charges.

23. DEBIT CARD USAGE:

The Debit Card may be used to access available funds in your account through automated teller machines, to purchase goods and services & obtain cash from Merchants displaying the RuPay logo. You authorize us to deduct the amount of these Debit Card transactions from your account. Use of your Debit Card is subject to the terms of your account agreement. This agreement is applicable by law and RBI regulations and any applicable requirements of the issuer of the Debit Card. We may suspend or cancel the use of your Debit Card and the privileges associated with it at any time for any reason and without prior notice to you, including prohibiting you from using your Debit Card to directly or indirectly purchase securities. If you want to cancel your Debit Card, you must notify us. If your account is terminated or your Debit Card is canceled or it expires, you may no longer use it and you must destroy it. We may hold funds or securities in your account until you have notified us in writing that your Debit Card has been destroyed. The Debit Card is not a credit card. We process Debit Card transactions as they are received from merchants and Bank. If you attempt to use your Debit Card and the Merchant, financial institution or other third party is unable to obtain authorization from us for any reason, you may not be able to complete the transaction, even if it would not exceed your authorized limit or the limitations contained in this agreement

23A. INTERNATIONAL USAGE

- 23A.1 As per RBI directive, only CHIP card should be used for International transactions.
- 23A.2 Utilization of the Card by the cardholder (including the additional cardholder) must be in strict accordance with the Foreign Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of the cardholder failure to comply with the same, he is liable for action under the Foreign Exchange Management Act 1999 and may be debarred from holding the Debit Card of SVC BANK either at the instance of SVC BANK or the RBI or any other authority.
- 23A.3 As per RBI guidelines, in case the amount on account of use of the card during visits abroad exceeds the cardholders foreign exchange entitlements, the cardholder should provide documentary evidence for the usage of foreign exchange utilized. The Bank is authorized to report the matter to the regional office of the Exchange Control Department giving full details.
- 23A.4 The cardholder shall indemnify and hold harmless SVC BANK from and against any/all consequences arising from the cardholder not complying with Exchange Control Regulations of the RBI or any other such regulations prevailing from time to time.
- 23A.5 The Debit Card is not valid for payment in foreign exchange in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- 23A.6 SVC BANK shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damage arising directly or indirectly out of the decline of a charge caused by the cardholder having exceeded the foreign exchange entitlements as prescribed by the Reserve Bank of India (RBI) as issued from time to time, on SVC BANK becoming aware of the cardholder exceeding his entitlements.
- 23A.7 The cardholder undertakes not to use the Card for making payment for any illegal purchases i.e. purchases of items/services not permitted by the RBI as per extant regulations.
- 23A.8 For all Foreign currency transactions the conversion rates will be applicable as per the Bank's policy and the transaction amount so arrived will be debited to the customers accounts
- 23A.9 In case a magstripe card is used for international transaction, the Bank reserves the right to cancel the magstripe card and issue a CHIP card, as per RBI directive. Applicable charges will be recovered from customer's account.

24. EXPIRATION/RENEWAL:

The Card is valid up to the last day of the month/year indicated on the Card. A renewal Card shall be sent by the Bank before the expiry of the Card at the discretion of the Bank. The Bank reserves the sole right of renewing the Card account on expiry. The Cardholder is responsible for destroying the expired Card. Unless we are notified in writing otherwise, re-issued cards will be sent to your last known address according to the records of the Bank.

25. ATM USE:

The Card is accepted at SVC Bank ATMs and may be accepted at ATMs operated by other banks. The Card may be used to withdraw cash from the account, and obtain account balance information. Cardholder is entitled to receive a receipt of ATM transactions containing sufficient information to identify the transaction and the terminal used. Cash withdrawals and balance inquiries may be subject to a fee (if used outside the SVC Bank Network) and will be debited to the account at the time of such transactions.

26. DEBIT CARD USE WITH MERCHANTS:

The Card is accepted at all electronic Point-of-Sale (POS) terminals at stores and vendors (Merchant Establishments) displaying RuPay logo. The Card may be used to make purchases at an electronic Point-of-Sale terminal, to pay bills directly by telephone, internet, or other means, or to make other such electronic transfers from an account.

26.1 Daily Use Limits: A Cardholder may use the Card to make purchases up to his limit per day at Merchant Establishments or such other limits as the Bank may establish from time to time. The Bank may lower these limits subject to availability of funds in the customer account.

26.2 Debit Card Clearing: Debit Card transactions may clear the account differently than checks and traditional ATM Card transactions. Because these transactions clear differently, the Cardholder should take care to keep an accurate register and monitor the account's balance for

pending transactions and cleared transactions in order to avoid unwanted fees and other items being returned.

26.3 Available balance: Each time the Cardholder uses the Card, a hold is immediately placed on funds in the account, reducing the available balance to pay checks and other debits that are presented to the Bank for payment.

26.4 Cancellation of Merchant Debit Card Authorizations: Generally, the Bank is not permitted to allow the Cardholder to cancel RuPay transactions that were authorized by the Cardholder. If, however, the Cardholder suspects that a transaction was fraudulent or otherwise unauthorized, the Cardholder should contact the Merchant and the Bank for possible ways to charge back the debit.

27. ELIGIBILITY:

Certain accounts may not be eligible for the Debit Card based on the type of account. All questions or disputes regarding account and transaction eligibility are decided by us, whose decision is final.

28. ADD ON CARD TO THE ACCOUNT:

Upon your written request, and at our sole discretion, you may authorize additional Cardholders (maximum 2 cards) to your account. This Card will be issued to the Primary Account holder (Either or Survivor accounts) for the Primary Account. This Card can be used for transactions in the same account but with a separate Card number and PIN.

In consideration of so doing, you hereby agree to hold us harmless and indemnified from and against any and all loss, costs, damage and expense, including court costs and attorneys' fees, that you may sustain by virtue hereof. You authorize the additional Cardholder to use the Debit Card and agree that you are personally liable and responsible for (i) additional Cardholder's use of the Card; (ii) all financial and other transactions performed with the Debit Card or Card number; and (iii) all other obligations of that additional Cardholder relating to your Debit Card. If the additional Cardholder that you authorize to use the Debit Card allows someone else to use it, you agree that all uses, transactions and obligations of that person will be deemed to be those of the additional Cardholder, and that you will be liable for those transactions and obligations as well.

The Debit Cards issued to additional Cardholders may be cancelled by you or us at any time, for any reason. You must notify us if you wish to cancel an additional Cardholder's use of your Debit Card, by calling Customer Service at the number on the back of your Debit Card. We are not responsible for any losses from the use of your Debit Card by additional Cardholders prior to processing your request for cancellation of the additional Cardholder's Debit Card.

29. FEES:

- 29.1 The Bank provides the Card at no charge, subject to such changes as Bank may make from time to time with advance notice as provided by law. In some instances, there may be charges imposed by ATMs operated by other banks.
- 29.2 The schedule of charges as per Bank's norms would be displayed on the website of the Bank and the notice board of the Bank.
- 29.3 Transaction fees for cash withdrawals/balance inquiry and/or wherever applicable will be debited to the account at the time of posting the cash withdrawal/balance inquiry or whenever applicable. These fees are not refundable. Charges for other services as decided by the Bank from time to time will be levied to the Cardholder's account.
- 29.4 All charges in foreign currency will be billed in the Cardholder's Bank account statements in Indian Rupees. The Cardholder hereby authorizes SVC Bank and NPCI to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as NPCI may from time to time decide.
- 29.5 The Charges/Fees applicable on the usage of the Debit Card may be revised/changed by SVC Bank from time to time.
- 29.6 Any statutory dues payable as a result of the use of the Card shall be borne by the Cardholder and the same will be debited the Cardholder's account.

30. E-COMMERCE TRANSACTIONS (ONLINE PURCHASES):

- 30.1 The Cardholder needs to register himself for RuPay Secure with the Bank before transacting online.
- 30.2 The Cardholder needs to use a secure web browser and

avoid making transactions over public computers and even if it is done one should ensure that all the browser windows are closed after finalizing the transaction.

* The Cardholder should read and understand the terms and conditions specific to the E-commerce transaction which is detailed in this booklet.

31. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

As per our privacy policy we will not disclose any information to any third person.

32. DISCLOSURE OF INFORMATION:

- 32.1 When requested by SVC Bank, the Cardholder shall provide any information, records or certificates relating to matters that SVC Bank deems necessary.
- 32.2 The Cardholder will also authorize SVC Bank to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary.
- 32.3 If the data is not provided or if found incorrect, SVC Bank may at its discretion refuse renewal of the Card or cancel the Card forthwith.
- 32.4 SVC Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
- 32.5 SVC Bank reserves the right to disclose, in strict confidence, to other institution, such information concerning the Cardholder's account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network.
- 32.6 SVC Bank reserves the right to report to the RBI expenditure undertaken by its Cardholders in foreign currencies to ensure that the Basic Travel Quota/other permissible entitlements are not exceeded by the Cardholder(s) and that the Foreign Exchange Management Act, 1999 is not contravened.

33. LOST OR STOLEN CARD:

If the Card is lost or stolen or someone has transferred funds from Cardholder's account without his/ her permission, the

Cardholder must report the loss to the SVC Bank immediately by calling our helpline number.

34. ERROR RESOLUTION:

Disputes of ATM or Merchant Establishment transactions appearing on the Cardholder's account statement are subject to the Error Resolution Procedure as mentioned herein. Your rights to a refund or returned merchandise are generally the same as if you had paid by cash or cheque, and generally must be resolved with the Merchant.

- a. If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement, or if you feel that there are other errors or if you have questions about your Debit Card transactions, please telephone or write to us at the following address:

SVC Co-operative Bank Ltd.

Unit No. 601-602-603, Dosti Pinnacle, Plot No. E-7,
Road No. 22, Wagle Estate, Thane - 400 604.
Telephone No.: +91-22-7199 1700

- b. If you tell us about the error orally, in person or by telephone, we may require that you send us your complaint or question in writing within ten business days.
- c. Please notify us IMMEDIATELY if you believe that your Debit Card has been lost or stolen. The best way is sending a SMS by registered mobile number to keeping your losses down. You could lose all of the money in your account (plus any associated credit).
- d. If you permit other persons to use your Debit Card or the PIN/password on your Debit Card, you are responsible for any transactions they authorize from your account. If you believe that your PIN/password has been lost or stolen or that someone made payments, transferred or may transfer money from your account without your permission, please notify us IMMEDIATELY.
- e. Also, if your statement shows transactions that you did not make, including those made by Debit Card or other means, tell us at once. If you do not tell us within sixty (60) days after the statement showing such transaction was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

35. ANTI-MONEY LAUNDERING:

The Bank, to the extent required by RBI law under the PMLA Act and others, may keep records or make reports of high-value transactions, suspicious activity, or foreign currency transactions, as necessary to comply with the law and to detect and prevent illegal activity. There are serious civil and criminal consequences to engaging in illegal financial transactions.

36. LIMITATION OF BANK'S LIABILITY:

The Bank shall not be liable to the Cardholder or to any third party, for any loss or damage suffered due to the following reasons:

- 36.1 Any action carried out by the Bank, in good faith, based upon the instructions of the Cardholder, exercising due diligence and reasonable care;
- 36.2 Any unauthorized and illegal transactions occurring through the use of bank account(s), which can be attributed to the fraudulent or negligent conduct of the Cardholder, to the extent permitted by law;
- 36.3 Any ATM or Merchant Establishment refusal to honor the Card, for whatever reason;
- 36.4 Intrusion or hacking into the computer system/network or communication network of the Bank, to the extent permitted by law;
- 36.5 Failure to carry out any instructions of the Cardholder due to insufficiency of balance in the Cardholder's account(s) or if the Cardholder's funds are subject to legal process or other restriction;
- 36.6 Failure of the Cardholder to access the account due to any Force Majeure Event, technical problems, or any other reason beyond the control of the Bank;
- 36.7 Failure of the Cardholder to keep confidential and secure, PIN or any passwords, keywords or other identification marks given to the Cardholder for operating of the account and/or Card;
- 36.8 Failure of the Cardholder to inform the Bank regarding any changes in the Cardholder's personal information;
- 36.9 Breach of any of the other terms and conditions stated here in or in the Customer Manual by the Cardholder;
- 36.10 Non-debiting of transaction amount instantly through ATM or Merchant transactions;

- 36.11 Under no circumstances shall the Bank be liable for any damages, whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character of nature whatsoever and whether sustained by the Cardholder or any other third party.
- 36.12 If, through no fault of ours, you do not have enough money in your account to make the transaction.
- 36.13 If the transaction would exceed the Authorized Limit in your account.
- 36.14 If the ATM where you are making the transaction does not have enough cash.
- 36.15 If the terminal, operating system or software used to make a transaction was not functioning properly and it was evident to you when you entered the transaction.
- 36.16 If you provide us with incorrect information in connection with a transaction.
- 36.17 If the failure to complete a transaction on time or in the correct amount was caused by a third party.
- 36.18 If the failure to complete a transaction on time or in the correct amount was caused by actions we have taken to address the security of our systems or our customer's information.
- 36.19 The transaction or related funds are subject to legal or regulatory process that prevents or restricts the transaction.
- 36.20 We have revoked or suspended your Debit Card or account for inactivity or other reason in our discretion.
- 36.21 In the event of any other exceptions stated in this agreement or permitted by applicable law.

37. RESTRICTION ON CARD USAGE:

- 37.1 It is recommended that the Card be not used at Hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.
- 37.2 The Card should not be used for any Mail Order/Phone Purchases and any such usage will be considered as unauthorized.

38. BANK'S OBLIGATION:

- 38.1 It is understood that by virtue of this agreement the Bank is authorized by the Cardholder, to disclose, at any time and for any purposes, any information whatsoever relating to his/her particulars, accounts, transactions or dealings with the Bank, to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies, Govt. or regulatory agencies like RBI etc. or authorities in India or elsewhere, any agents or contractors which have entered into an agreement to perform any service(s) for the Bank's benefit and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.
- 38.2 The Bank reserves the right to utilize the information and data generated through the usage of the Card by the Cardholder in any manner whatsoever deemed fit in the conduct of its business.
- 38.3 The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present / future on Term Deposit held in the customer's accounts whether in single/joint name(s), in any of the accounts of the customer maintained with the Bank, and over any and all securities of the customer lying or that may come into the possession of the Bank from time to time, for safe keeping or otherwise, to the extent of all outstanding dues, whatsoever, and howsoever arising.
- 38.4 The Bank has the irrevocable right to reverse any entry (debit or credit) made in the account with reference to any transaction carried out over the Electronic Media or otherwise, where in the course of any scrutiny, verification, checking, investigation, audit or otherwise it is found or determined that the entry was incorrect/not accompanied by proper supporting documents or authorizations/did not meet any rules or regulations or specifications including but not limited to those of the Bank. The Bank shall have a lien on the account of the customer to recover such costs/damages/liability that the Bank may incur and shall have the right to claim and recover any shortfall from the customer.
- 38.5 The Bank can decide at its sole discretion, the mode of dispatch of the cards as well as the PIN mailers to the address provided by the customers.

39. CHANGES IN TERMS:

The Bank may amend this supplement from time to time in accordance with the changes in Rules and Regulations provided in the Customer Manual.

40. TRANSACTION LIMITATIONS:

In addition to the restrictions imposed by your Authorized Limit, based on your account status, certain transaction limitations may apply to your use of your Debit Card. Single transaction limitation for ATM withdrawals could be up to 10,000 in other Bank ATMs.

41. TERMINATION:

The Bank reserves the right to cancel or withdraw the Card or any of the other services offered at any time without assigning any reason.

- 41.1 If the Cardholder closes the account, the Card(s) issued with the account will be void. The Cardholder(s) must immediately cease to use the Card and destroy and return all additional cards. If there are outstanding transactions pending to the account, the same will be netted out from the balance prior to the Bank returning the funds to the Cardholder. If the account is closed, due to any reason whatsoever, prior to debit of any outstanding Card transactions, Cardholder is liable to refund the amount along with the interest and charges applicable from time to time.
- 41.2 The Bank shall be entitled to terminate the Card with immediate effect without notice and the Card shall be returned upon the occurrence of any of the following events:
- (a) Cardholder's failure to comply with the terms and conditions herein.
 - (b) The Cardholder's default under an agreement or commitment entered into with the Bank.
 - (c) The Cardholder becomes the subject of any bankruptcy, insolvency proceedings or proceedings of the similar nature.
 - (d) Demise of the Cardholder.
 - (e) Failure to maintain minimum required balance to cover transactions.

- 41.3 SVC Bank reserves the rights to cancel/withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.
- 41.4 In the event that the Cardholder decides to close his account with SVC Bank, the Card(s) issued with this account, would automatically stand cancelled. The Cardholder(s) must immediately cease to use his Card and destroy and return all his/additional Cardholder Cards that are linked to this account.
- 41.5 In case of any outstanding Card transactions that have not yet been debited to the account, the same will be netted off from the balance prior to SVC Bank returning his funds to him.
- 41.6 The Cardholder will be responsible for all the Card facilities and related charges incurred on the Debit Card after the Cardholder claims to have destroyed the Card, notwithstanding the termination of the applicability of these terms and conditions.
- 41.7 The Cardholder will be responsible for all the charges incurred on the Debit Card whether or not the same are a result of misuse/fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.
- 41.8 SVC Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events :
- Failure to comply with the terms and conditions herein set forth.
- An event of default under an agreement or commitment (contingent or otherwise) entered into with SVC Bank.
 - The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
 - Demise of the Cardholder.
 - Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account as per Bank's norms.
- 41.9 The Debit Card should be returned to SVC Bank prior to the date upon which any changes are to take effect, in case of the Cardholder's rejection of any of the proposed changes to the features, charge or terms and conditions applicable to the Card.

- 41.10 The Cardholder shall maintain, at all times, such minimum balance in his/her Primary Account, as the Bank may decide from time to time, notified on the notice board or the website of the Bank and the Bank may, at its discretion, levy such penal or service charges or other charges as per the Bank's rules from time to time.
- 41.11 Accounts can be operated with the stipulated minimum balance. Service charges for non-maintenance of the minimum balance will be applicable as per rules. The Bank has the absolute right to withdraw or suspend the Debit Card facility, if at any time the balance in the account falls short of the required minimum or otherwise, for any reason, without giving any further notice to the Cardholder and / or without incurring any liability or responsibility whatsoever be the reason of such withdrawal or suspension.
- 41.12 Service charges or any other charges leviable that may be decided by the Bank from time to time and notified on the Notice Board or the Banks website shall be debited to the Cardholder's account from time to time and the Cardholder is unconditionally liable to pay/provide funds for such levies. In the event that the account(s) are overdrawn, the Cardholder shall be liable to pay interest at such rates as may be fixed from time to time, by the Bank.

42. GENERAL:

- 42.1 The Cardholder will promptly notify SVC Bank in writing of any change in his employment and/or office and/or residential address and contact numbers/email address.
- 42.2 SVC Bank reserves the right to add to, delete or vary any of the terms and conditions, policies, features and benefits upon notice to the Cardholder in whichever convenient way the Bank may deem fit.
- 42.3 Use of the Debit Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Cardholder of such changes.
- 42.4 Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 7 days from the posting of the notification to the address last given to SVC Bank in writing by the Cardholder. Publication of changes by such means as SVC Bank

may consider appropriate will constitute effective notice to the Cardholder thereof.

- 42.5 If an account holder, by using the Card, draws an amount in excess of the balance available knowingly or unknowingly due to any wrong credits or otherwise, the account holder will pay unconditionally to SVC Bank, the entire amount overdrawn with interest and penalties, if any, at a prevailing rate and interest charges of SVC Bank.
- 42.6 SVC Bank makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholders. SVC Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.
- 42.7 The Bank may from time to time, at its discretion, tie-up with various agencies to offer various features on his Debit Cards. All these features would be on best efforts basis only, and the Bank does not guarantee or warrant the efficacy, usefulness of any of the products or services offered by any service providers/merchants/outlets/agencies.
- 42.8 Disputes (if any) would have to be taken up with the Merchant/agency, etc. directly, without involving the Bank and without any recourse to the Bank. The Cardholder would be restricted from countermanding any transactions done through the use of the Debit Card.

43. FREEZING OF ACCOUNT:

- 43.1 Wherever cards are issued to more than one account holder, in case any of the account holders give stop payment/stop transaction instructions, in respect of the operation through the use of the ATM/Debit Card of the account held jointly by them, no operations will be allowed on such accounts in which he/she is a joint account holder. However, the Bank shall not be held responsible for any drawings affected during the interval from the receipt of stop payment instructions until it is recorded in the Bank's system.
- 43.2 The branch is also free to stop operations in the Primary Account on receipt of garnishee or legal orders attaching or otherwise prohibiting or restraining the Bank or branch in dealing with the money of the Cardholder in the custody of the branch/Bank.

44. EXCLUSION OF THE LIABILITY:

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

- (a) Any defects in goods supplied or services rendered by any Merchant Establishments. The refusal of any Merchant Establishments to accept the Debit Card.
- (b) Any malfunction/non-function of any device communication channels or any other equipment directly responsible for enabling transactions in the Debit Card.
- (c) Effecting transaction instructions other than by the Cardholder. Parting with the Card to any unauthorized persons, including employees of the Bank, not designated to receive the Card.
- (d) Exercise of the Bank of its right to terminate any Card. The exercise of the Bank's right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal/email.
- (e) Decline of a charge because of excess foreign exchange entitlements as prescribed by RBI from time to time or the Bank becoming aware of the Cardholder exceeding his/her entitlement.
- (f) Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank.
- (g) Any injury to the character and reputation of the Cardholder, alleged to have been caused by the repossession of the Card and/or any request for its return or the refusal of any MEs to honour or accept the Card.
- (h) The Bank accepts no responsibility and will not be liable for any loss or damage for any service failures or disruptions (including but not limited to loss of data) attributable to systems or equipment failure or due to reliance by the Bank on third party products or interdependencies, including but not limited to electricity or telecommunications.
- (i) The Bank accepts no liability or responsibility for the consequences arising out of the interruption of its business by acts of God, riots, civil commotions, insurrections, wars or any other causes beyond its control, or by any strikes or lockouts.
- (j) Subject to the foregoing provisions, the Cardholder will

not hold the Bank liable in case of improper/ fraudulent/unauthorized/duplicate/erroneous use of the Card and/or PIN and/or password, if the Card lands in the hands of any third party or if the PIN and/or password becomes known to any third party.

- (k) In the event of any misuse, the Bank reserves the right to seize/capture/hot-list the Card or withdraw the ATM/Card facility without any notice to the Cardholder.

45. OTHER CONDITIONS:

- 45.1 The Card service is meant for withdrawals against the balance available in the Primary Account. It is the Cardholder's obligation to maintain sufficient balance in the designated account to meet withdrawals and service charges.
- 45.2 If the ATM is not running online, the transactions in the ATM will be accounted for on the same/next working day.
- 45.3 On becoming aware of the recording on the Cardholders account of any unauthorized transactions or of any error or other irregularity in maintaining that account by the Bank, the Cardholder shall immediately notify the same to the issuing branch of the Bank.
- 45.4 The Cardholder is under an obligation not to countermand an order, which he has given by means of the Debit Card.
- 45.5 The Bank may, at its discretion, refuse any application for Debit Cards without assigning any reason. Fees for the use of the Card are not refundable under any circumstances.
- 45.6 The Bank reserves the right to add to, delete from these terms and conditions as it thinks fit in its absolute discretion and without assigning any reason whatsoever and such changes shall be binding on the Cardholder.
- 45.7 The Cardholder shall undertake to furnish to the Bank, the changes, if any, in respect of any information furnished in the application form within 7 days from the date of occurrence of such changes. The Bank may take cognizance on such changes only within a reasonable time from the date the information is received by it.
- 45.8 The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by either signing the Card application

form or acknowledging the receipt of the Card in writing or by signing the reverse of the Card or by performing a transaction with the Card.

46. INDEMNITY:

- 46.1 In consideration of the Bank providing the Cardholder with the Debit Card facility, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, cost charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder, breach or non compliance of the rules, terms and conditions relating to the Card and the account and/or fraud or dishonesty relating to any transaction by the Cardholder or his/her employee/s or agent/s.
- 46.2 The Cardholder agrees to indemnify the Bank against all liabilities, losses, damages and expenses which the Bank may sustain or incur either directly or indirectly as a result of:
- (a) Negligence, mistake or misconduct of the Cardholder.
 - (a) Breach or non-compliance to the rules/terms and conditions relating to the Card and the account.
 - (c) Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents etc.

47. AMENDMENT:

We reserve the right to amend, supplement, modify or rescind any and all provisions of this Agreement (each, a "change") at any time. You agree that such changes will be binding on you and take effect immediately or at the time specified by us. We may, but are not required to, provide notices by other means. This agreement may be changed only as provided in this paragraph, and may not be modified by you.

TIPS :


- To hotmark your lost Card:
SMS <stopcard> to 98206 20454
through your registered mobile number
and get a confirmation instantly.
- For any dispute, contact our customer care associate
or visit our website www.svcbank.com
or write to us on: atmchargeback@svcbank.com
- For any Card related issue, write to us on:
centralizedcarddivision@svcbank.com



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