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RETAIL BANKING | CORPORATE BANKING | INTERNATIONAL BANKING



SVC BANK VISA DEBIT CARD

Terms & Conditions Booklet

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DEFINITIONS

- 1.1 "The Bank", "SVC BANK", means SVC Co-operative Bank Ltd. and its successors and assignees.
- 1.2 "Card" or "Debit Card", "Visa Debit Card" refers to the SVC BANK Visa Debit Card (VISA enabled Debit Card) issued by SVC BANK to a cardholder.
- 1.3 You/your means you, the customer(s) / cardholder who are registered by us to use the Service.
- 1.4 "Cardholder", is an individual who holds the card under this agreement, and shall mean the primary cardholder of SVC BANK to whom a SVC BANK VISA enabled Debit Card has been issued by SVC BANK to operate and where appropriate the additional cardholder(Add-on cardholder). All references to the cardholder in the masculine gender will also include the feminine gender.
- 1.5 "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 Visa Debit Card. The card holder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder/signatory.
- 1.6 "ATM", refers to Automated Teller Machine 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 Visa Debit Card to access his funds in his account(s) held with SVC BANK.
- 1.7 "PIN", refers the Personal Identification Number (required to access ATMs and all E-commerce transaction) allocated to the cardholder by SVC Bank.
- 1.8 "Transaction", means any instruction given, by a cardholder by using his card directly or indirectly, to SVC Bank to effect action on the account. (Examples of transactions can be Retail purchases, Cash withdrawals and all E-commerce transaction ie; Booking tickets online, etc).
- 1.9 "Transactions", refers to the transactions 1 performed by the cardholder through his Debit Card, outside India.

- 1.10 "Merchant" or Merchant Establishments(ME) shall include shops, stores, restaurants, hotels and commercial establishments, etc. advertised as handling the Visa Debit Card by displaying the VISA logo.
- 1.11 Point-of-Sale (POS) refers to swipe terminals whether in India or overseas, whether of SVC Bank or any other Bank on the shared network, that permits the debiting of the account(s) for purchase transactions from merchant establishments.
- 1.12 VISA is a trademark owned and normally associated with VISA worldwide.
- 1.13 "VISA/Plus ATM Network", means ATMs that honor the Visa Debit Card and that display shows VISA/Plus logo.
- 1.14 Password refers to a text containing alphanumeric characters generated by the cardholders for his/her own identification for security purpose while transacting on line.
- 1.15 '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.
- 1.16 '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.

Terms and Conditions for "SVC BANK" Visa Debit Card. The cardholder is requested to read the terms and conditions carefully before using the SVC BANK Visa Debit Card. By using the Debit Card you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them and 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 will issue a free Debit Card to all the existing customers. 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.

Add on Cards or Additional cards (maximum 2 cards) will be issued to the Primary account holder (Either or Survivor accounts) for the primary account on getting a written request specifying the details. This card can be used for transactions in the same account but with a separate card number and PIN.

The Visa Debit Card ("the plastic card") is issued by "SVC Co-operative Bank Ltd.", having its registered Administrative Office at SVC BANK Tower, Jawaharlal Nehru Road, Vakola, Santacruz (East), Mumbai on the following terms and conditions.

2. RESTRICTIONS ON ISSUE OF THE CARD

The Debit Card will not be issued to individuals who maintain joint accounts with joint operations, societies, trusts, HUF, associations, partnership concerns and companies

3. CARDHOLDER'S OBLIGATIONS

- 3.1 The cardholder must sign the card immediately upon receipt.
- 3.2 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.
- 3.3 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.
- 3.4 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.

- 3.5 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.
- 3.6 The cardholder shall be liable for all transaction made with the use of the PIN, whether with or without the knowledge of the cardholder.
- 3.7 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.
- 3.8 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.
- 3.9 It is advisable that the cardholder changes the PIN immediately on first usage at ATM's for security reasons.
- 3.10 The Visa 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 ATM's 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.
- 3.11 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.
- 3.12 The Daily transaction limits of SVC BANK VISA 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.
- 3.13 The Card shall be valid only for transaction options, as permitted by the Bank / VISA from time to time in India at SVC BANK ATMs, ATMs of other banks, which are members of the VISA / Plus ATM network and electronic Point-of-Sale swipe terminals at Merchant Establishments / E-commerce transactions.
- 3.14 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.
- 3.15 The Debit Card is not transferable or assignable by the cardholder under any circumstances.
- 3.16 The cardholder shall not be entitled to overdraw the account linked to the card in any manner whatsoever.
- 3.17 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.
- 3.18 The cardholder will maintain sufficient funds in the account to meet any such transactions.
- 3.19 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 not withstanding the termination of this agreement.
- 3.20 It is the moral responsibility of every customer to update the passbooks regularly and intimate the bank immediately in case any clarifications are required on any transactions within a reasonable period of 30 days.
- 3.21 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.
- 3.22 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.

- 3.23 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.
- 3.24 The cardholder agrees to provide the bank information which 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.
- 3.25 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.
- 3.26 The cardholder shall update the Bank regarding any changes in the correspondence address, contact details from time to time.

4. BANK'S OBLIGATION

- 4.1 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.
- 4.2 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.
- 4.3 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.

- 4.4 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.
- 4.5 The Bank can decide at its sole discretion, the mode of dispatch of the debit cards as well as the PIN mailers to the address provided by the customers.
- 4.6 The Bank shall be responsible for direct losses incurred by a cardholder due to a system malfunction directly within the bank's control. However, the Bank shall not be held liable for any loss caused by a technical breakdown of the payment system if the breakdown of the system was recognizable for the cardholder by a message on the display of the device or otherwise known. 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.

5. INTERNATIONAL USAGE

- 5.1 As per RBI directive, only CHIP card should be used for International transactions.
- 5.2 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.

- 5.3 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.
- 5.4 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.
- 5.5 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).
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.

6. MERCHANT ESTABLISHMENT USAGE

- 6.1 The Card is accepted at all electronic Point-of-Sale terminals at merchant establishments in India which display the VISA / Electron / Plus logo.
- 6.2 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.
- 6.3 ATM PIN is required for use of the Debit Card at the electronic Point-of-Sale swipe terminals at merchant establishments.
- 6.4 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.
- 6.5 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 VISA 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.
- 6.6 SVC BANK accepts no responsibility for any charges over and above the value/cost of transactions levied by any merchant establishment and debited to his account along with the transaction amount.
- 6.7 The cardholder would be solely liable for all unauthorized acts and transactions of any nature.

7. E-COMMERCE TRANSACTIONS (ONLINE PURCHASES)

- 7.1 The cardholder needs to register the card for Verified by Visa(*) VBV with the bank before transacting online.
- 7.2 The cardholder needs 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.

8. CASH AT POS

Cash withdrawal at Point-of-Sale merchant terminals. These Terms and Conditions (the "Terms") apply to and are applicable to the cash at POS facility (the "Facility") provided by SVC Bank and are in addition to and does not override the Terms and Conditions governing the Debit Card facilities of SVC Bank detailed in this booklet.

I. Definitions:

For the purposes of these Terms, the following terms shall have the meaning assigned to them herein under:

"Cash Amount" refers to the amount of cash withdrawn by the cardholder in accordance with the Facility "Cash Transaction" refers to the transactions made by the cardholder for withdrawal of cash from a POS terminal, in accordance with the Facility "Cash Withdrawal Limit" refers to the maximum limit of cash which can be withdrawn from a POS Terminal through the usage of Card, by the cardholder in a day, in accordance with the Facility "Charge Slip" refers to the physical record confirming the Cash Transaction made by the cardholder, which is generated by the POS Terminal. "Fee" refers to the charges levied on the usage of the Facility provided by SVC Bank to the cardholder. "Purchase Transaction" refers to the Transactions made by the cardholder for making a purchase at a Merchant Establishment and paying for such purchase by using his Card at a POS Terminal.

II. Terms of the Facility:

- (a) The Facility is available to the cardholders for Cash Transactions made at POS Terminals at select Merchant Establishments, that are located in India, and offer the said Facility.
- (b) The cardholder shall specifically request for such cash withdrawal at the Merchant Establishment that offers the Facility. The cardholder shall sign 2 copies of the Charge Slip generated by the POS Terminal, which shall each display the Purchase Transaction and Cash Transaction separately in case the said Facility is availed by the Cardholder along with a Purchase Transaction. In the absence of any Purchase Transaction, the Charge Slip shall contain only the details of the Cash Transaction. There shall be two (2) copies of the Charge Slip that shall be generated for every Cash Transaction. The cardholder shall sign both such copies of the Charge Slip. The cardholder shall retain his copy of the Charge Slip and return the Merchant's copy of the Charge Slip to the Merchant Establishment. The cardholder's signature on the Charge Slip constitutes the cardholder's consent to the said Transaction and the applicable Terms. SVC Bank reserves the right to approve/reject Cash or Purchase Transaction made at the POS Terminal by the cardholder. Any payment requisition received from a Merchant Establishment by SVC Bank for payment under the said Facility, shall be conclusive proof that the payment recorded was properly incurred at the Merchant Establishment for the said amount and by the cardholder using the Card, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the cardholder.
- (c) The Cash Withdrawal Limit, under the said Facility is ₹ 1,000/- (Rupees Thousand only) per day, irrespective of the credit balance in the Account(s). It is not mandatory for the cardholder to make a Purchase Transaction at the Merchant Establishment, to make a Cash Transaction under the said Facility.

- (d) SVC Bank shall charge the cardholder a Fee for every Cash Transaction made under the said Facility. Details regarding the said Fee are available on the section on "Fees & Charges" available at our branches & on our website www.svcbank.com. SVC Bank reserves the right to modify/change the fee that shall be charged to the cardholder for the said facility, at its own discretion.
- (e) The cardholder agrees to not attempt to withdraw cash under the said facility, using his/her Card, unless sufficient funds are available in his/her Account. The bonus of ensuring adequate Account balances is entirely on the cardholder
- (f) SVC Bank reserves the discretion to decline any Cash Transaction made by the cardholder under the said Facility, originating from a Merchant Establishment located outside India, without assigning any reason.
- (g) SVC Bank shall be not be liable for any unauthorized Cash Withdrawal Transactions executed at POS Terminal.
- (h) SVC Bank reserves the right, at its own discretion, to modify/change/alter the Terms of the said Facility, without any prior notice and continued usage of the Facility by the cardholder shall amount to deemed acceptance by the cardholder of such modified/ revised Terms. SVC Bank shall not be liable for any error in the Transaction made by the Merchant Establishment. The cardholder should resolve the matter with the Merchant Establishment and failure to do so shall not relieve him from any obligations to SVC Bank. However, the cardholder should notify SVC Bank of this complaint immediately.

9. 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.

10. RESTRICTION ON CARD USAGE

- 10.1 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.
- 10.2 The Card should not be used for any Mail Order/hPhone Purchases and any such usage will be considered as unauthorized.

11. ATM USAGE

- 11.1 The Card is accepted at the SVC BANK ATMs, other bank ATM's and VISA Plus ATMs worldwide.
- 11.2 Charges for Cash withdrawals and balance inquiry at ATMs in India will be applicable as per RBI directives and will be debited to the account at the time of such cash withdrawal and balance inquiry transactions.
- 11.3 Cash withdrawals and balance inquiry performed by the cardholder at VISA/Plus ATMs in countries other than India will be subject to a fee, as per the prevailing tariff of charges.
- 11.4 All executed transactions at non ATM branch are subjected to charges as determined by SVC BANK from time to time.
- 11.5 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.

- 11.6 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.
- 11.7 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.
- 11.8 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.

12. FEES / CHARGES

- 12.1 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.
- 12.2 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.
- 12.3 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 VISA to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as SVC BANK may from time to time decide.
- 12.4 The Charges/Fees applicable on the usage of the Debit Card may be revised/changed by SVC BANK from time to time.
- 12.5 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 to the cardholders account.

13. DISCLOSURE OF INFORMATION

- 13.1 When requested by SVC BANK, the cardholder shall provide any information, records or certificates relating to matters that SVC BANK deems necessary.
- 13.2 The cardholder will also authorize SVC BANK to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.

14. LOST OR STOLEN CARD

- 14.1 In the event that the Card is lost or stolen, the occurrence must be reported to the Centralized Card Division, Vakola, Santacruz (East).
- 14.2 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.

- 14.3 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.
- 14.4 The cardholder hereby indemnify 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.
- 14.5 Provided the cardholder has in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of SVC BANK at the applicable fee.
- 14.6 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.

15. DISPUTES

- 15.1 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.
- 15.2 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.
- 15.3 SVC BANK accepts no responsibility for the refusal of any establishment to honor the Card.
- 15.4 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.

- 15.5 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.
- 15.6 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.
- 15.7 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.

16. GENERAL

- 16.1 The cardholder will promptly notify SVC BANK in writing of any change in his correspondence address and/or residential address and contact numbers/email address.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 If an accountholder, 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.

- 16.6 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.
- 16.7 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.
- 16.8 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.

17. TERMINATION

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

- 17.5 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.
- 17.6 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 :
- 17.7 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.
- 17.8 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.
- 17.9 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.
- 17.10 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.

- 17.11 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.

18. FREEZING OF ACCOUNT

- 18.1 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.
- 18.2 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.

19. EXCLUSION OF THE LIABILITY

- 19.1 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.
- 19.2 Any defects in goods supplied or services rendered by any MEs.

- 19.3 The refusal of any MEs to accept the Visa Debit Card.
- 19.4 Any malfunction/non-function of any device/communication channels or any other equipment directly responsible for enabling transactions in the Visa Debit Card.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 Any mis-statement, mis-representation, error or omission in any details disclosed by the bank.
- 19.9 Any injury to the 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 MEs to honour or accept the card.
- 19.10 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.
- 19.11 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.
- 19.12 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.

- 19.13 In the event of any misuse, the bank reserves the right to seize/capture/hot-list the card or withdraws the ATM/card facility without any notice to the cardholder.

20. OTHER CONDITIONS

- 20.1 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.
- 20.2 If the ATM is not running online, the transactions in the ATM will be accounted for on the same / next working day.
- 20.3 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.
- 20.4 The cardholder is under an obligation not to countermand an order, which he has given by means of the Debit Card.
- 20.5 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.
- 20.6 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.
- 20.7 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.

- 20.8 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.

21. INDEMNITY

- 21.1 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.
- 21.2 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.
- 21.3 Negligence, mistake or misconduct of the cardholder.
- 21.4 Breach or non-compliance to the rules/terms and conditions relating to the card and the account.
- 21.5 Fraud or dishonesty relating to any transaction by the cardholder or his employees/agents etc.

22. TERMS AND CONDITIONS SPECIFIC TO VERIFIED BY VISA

The Verified by Visa is a mandatory authentication service ("Verified by Visa"). Please read this Terms of Service Agreement carefully before using Verified by

Visa. In this Agreement, "Issuer" refers to the SVC Bank that issued your Debit Card; "we", "us", and "our" refer to Issuer and its suppliers of card processing and web-hosting services; and "you", "your", or "your" refers to the user of Verified by Visa.

This Terms of Service Agreement supplements and is incorporated in Issuer's cardholder agreement(s) with you ("Cardholder Agreement"). In addition to this Terms of Service Agreement, Verified by Visa also is subject to the Cardholder Agreement governing the card transactions for which Verified by Visa is used. In the event of any conflict between this Verified by Visa Terms of Service document and the Issuer's Agreement and Disclosure or Membership Agreement, the Issuer's Card Agreement and Disclosure and Membership Agreement shall control.

1. ACCEPTANCE OF TERMS

- a. Verified by Visa provides its service to you, subject to the following Terms of Service ("TOS") and the Cardholder Agreement governing the card transactions for which Verified by Visa is used. The TOS may be updated by us from time to time without notice to you. Use of the service constitutes your acceptance of the terms. You shall be subject to any guidelines or rules applicable to Verified by Visa that may be posted from time to time at this location.
- b. You agree that creation of a Verified by Visa account password, and/or use of Verified by Visa, will represent your acceptance of this TOS and that continued use of Verified by Visa after revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.
- c. Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change Verified by Visa shall be subject to this TOS.
- d. The Issuer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Verified by Visa (or any part thereof) with or without notice.

2. DESCRIPTION OF VERIFIED BY VISA

Verified by Visa provides you with a way of increasing security in online and other transactions for which Verified by Visa is used by reducing the chances of fraud for those transactions. Registering for Verified by Visa involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which Verified by Visa is used, as discussed in more detail in Section 5 below. Verified by Visa also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data, as defined in Section 3, and other personal information is not shared with the merchant, as discussed in more detail in Section 7 below.

3. YOUR REGISTRATION OBLIGATIONS

You agree to:

- a. Provide true, accurate, current and complete information about yourself as prompted by Verified by Visa's registration form ("Registration Data");
- b. Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Verified by Visa or your card account.

4. REGISTRATION

- a. In order to use Verified by Visa, you must provide certain information to us that allows us to validate your identity and verify that you are the owner of or an authorized user of the specified(s) or Debit Card(s). The information that you provide may be validated against information we already have on file that is associated with you, your(s) or Debit Card(s), information we receive from one or more third parties, or information maintained by a third party.

- b. If you are unable to provide adequate information for us to validate your identity, we have the right to not allow you to register for Verified by Visa. You warrant that the information is correct and that you have the legal right to use all the Debit Cards that you register for Verified by Visa.
- c. If you do not successfully register for Verified by Visa, the merchant may not accept your Visa or Debit Card in payment for an e-commerce or other transaction subject to Verified by Visa.
- d. In order to use Verified by Visa, you must have the ability to access the World Wide Web and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.
- e. In the event you have a question regarding the Verified by Visa registration process or a transaction using Verified by Visa, you should direct that question to our customer service department.

5. AUTHENTICATION

- a. During registration in Verified by Visa, you may be asked to select or may be provided a password. When engaging in an online transaction or other transaction for which Verified by Visa is used, you may be asked for your Verified by Visa password before the merchant accepts your Visa card in payment for the transaction. If you are unable to provide your Verified by Visa password, or if the authentication through Verified by Visa otherwise fails, the merchant may not accept your Visa or Debit Card in payment for that transaction.
- b. By registering in Verified by Visa, you assent to the use of Verified by Visa to evidence your identity, including for purposes of authorization of transactions authorized in advance to recur at substantially regular intervals.

6. PRIVACY POLICY

- a. Verified by Visa stores your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which Verified by Visa is used.
- b. You acknowledge and agree that Verified by Visa may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a) (ix), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.
- c. Registration Data and all personally identifying information about you is subject to our Privacy Policy. For more information, please see our full Privacy Policy.

7. CARDHOLDER PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with Verified by Visa, and all activities that occur using your password, Registration Data or other verification information supplied to or established by you with Verified by Visa. You agree not to transfer or sell your use of, or access to, Verified by Visa to any third party. You agree to immediately notify us, as we require in our cardholder agreement with you for a lost or stolen card, of any unauthorized use of your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, shall not be liable for any loss or damage arising from your failure to comply with this TOS.

8. YOUR CONDUCT

- a. You agree not to:
 - i. Impersonate any person or entity using Verified by Visa;

- ii. Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or tele communications equipment used by Verified by Visa;
- iii. Spam or flood the Verified by Visa Website or service;
- iv. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa Website or service or the software used in connection with Verified by Visa;
- v. Remove any copyright, trademark, or other proprietary rights notices contained in Verified by Visa;
- vi. "Frame" or "Mirror" any part of the Verified by Visa Website or service without Visa's prior written authorization;
- vii. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa website or service or its contents;
- viii. Otherwise interfere with, or disrupt, Verified by Visa or servers or networks connected to Verified by Visa, or violate this TOS or any requirements, procedures, policies or regulations of Verified by Visa or of any networks connected to Verified by Visa; or
- ix. Intentionally or unintentionally violate any applicable local, state, national or statute, regulation, regulatory guideline or judicial or administrative interpretation or any rule or requirement established by Visa (all of which shall constitute "Applicable Law") in connection with your use of Verified by Visa.

9. LIABILITY

- a. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of Verified by Visa.
- b. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Verified by Visa.
- c. We assume no responsibility for, and will not be liable for, any damages to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, this website.

10. TERMINATION

- a. If you want to end your ability to use Verified by Visa, you must contact us so that your password and Registration Data with Verified by Visa can be deactivated. Any purchases you made using Verified by Visa prior to deactivation will not be affected.
- b. We may temporarily or permanently deactivate your ability to use Verified by Visa and terminate your relationship with us at any time, with or without fault on your part. For your protection, we will automatically deactivate your ability to use Verified by Visa if it is not used at least one time during any twelve (12) month period. If we deactivate your ability to use Verified by Visa, we will promptly give you notice.

11. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Verified by Visa, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that,

except as otherwise provided by Applicable Law or in our cardholder agreement with you, your card Issuer shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of Verified by Visa does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in Verified by Visa. For example, Verified by Visa does not verify the identity of the merchant or the quality of the merchant's goods or services.

12. DISCLAIMER OF WARRANTIES

- a. You expressly understand and agree that any software obtained through the use of Verified by Visa is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through Verified by Visa.
- b. Except as otherwise required by any applicable state law, makes no representations or warranties about verified by visa of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

13. NOTICE

Notices to you may be made via either email or regular mail to any address in your Registration Data or other information that you have provided to us in connection with any of your accounts with us or your cards issued or otherwise provided by us.

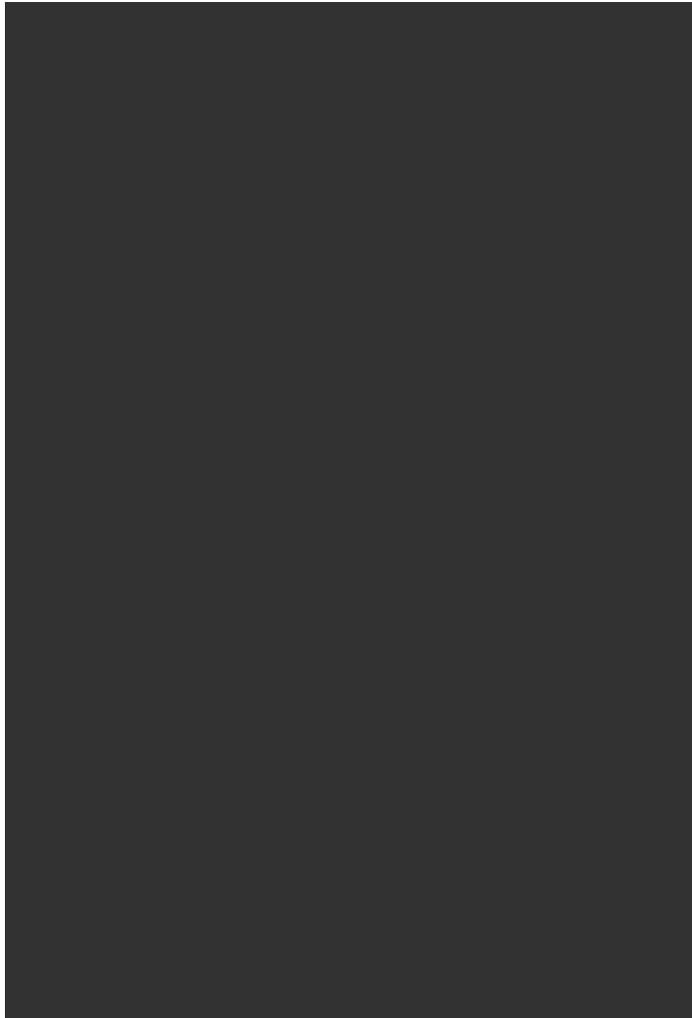
14. AGE AND RESPONSIBILITY

You represent that you are of sufficient legal age to use Verified by Visa and to create binding legal obligations for any liability you may incur as a result of the use of Verified by Visa. Except as otherwise provided by Applicable Law or in our cardholder agreement with

you, you understand that you are financially responsible for all uses of Verified by Visa by you and those authorized by you to use your Registration Data, your password or other verification information.

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



HUM SE HAI POSSIBLE

RETAIL BANKING | CORPORATE BANKING | INTERNATIONAL BANKING

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