

# **IDBI BANK**

## **SECURED CREDIT**

### **CARDHOLDER AGREEMENT**



These Terms and Conditions apply to and regulate the provision of Credit Card facilities by IDBI Bank Limited (IDBI Bank)

The Card Member shall be deemed to have unconditionally agreed to be bound by this Credit Cardholder Agreement by acknowledging receipt of the Card or by signing on the reverse of the Card or by incurring a Charge on the Card and in such an event, this Agreement shall be deemed to have come into effect and shall be binding on the Card Member and / or Add-on Card Member(s)

## **DEFINITIONS & INTERPRETATION**

"Affiliate" means and includes:

- any company which is the holding or subsidiary company of IDBI Bank, or
- a Person under the Control of or under common Control with IDBI Bank, or
- any Person, in 26% or more of the voting securities of which, IDBI Bank has a direct or beneficial interest or Control.

For the purpose of the definition of Affiliate, "Control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever and "Person" means any individual, company, firm, corporation, a partnership, trust or any other entity or organisation or other natural or legal person.

"Application" shall mean an application for a credit card by the Applicant or Card Member to IDBI Bank through various modes of applying, including but not limited to, duly signed and filled physical card application form, tele-application (over a recorded phone line) or electronic medium (Internet/email).

"Applicant" means person(s) who has / have applied for a Card to IDBI Bank.

"Card" or "Credit Card" or "EMI Card" or "Virtual Credit Card" or "Business Card" means an IDBI Bank VISA / Master card or any other Credit Card issued by IDBI Bank at the request of the Applicant.

"Cardholder/Card Member" shall mean a person who has/places a fixed deposit, either singly or jointly (only with mode of operations 'Either/Anyone/Former or Survivor' and not jointly operated accounts), as the case may be, with IDBI Bank and applies for IDBI Bank's Secured Credit Card and is issued a Secured Credit Card subject to the general Terms and Conditions of the IDBI Bank Credit Card and Terms specified herein.

"Fixed Deposit" shall mean IDBI Bank's fixed deposit/s placed by the Cardholder either singly or jointly as the case may be (only with mode of operations 'Either/Anyone/Former or Survivor' and not jointly operated accounts), for the issuance of Secured Credit Card to the Cardholder.

"Secured Credit Card" shall mean IDBI Bank Secured Credit Card issued by the IDBI Bank to the Cardholder against the Fixed Deposit maintained by the Cardholder either singly or jointly, with IDBI Bank.

"Joint Fixed Deposit Holders" shall mean the primary Fixed Deposit Holder (Cardholder) and the Other Fixed Deposit Holders.

"Other Fixed Deposit Holder" shall mean a person/s who has/places a fixed deposit with IDBI Bank, jointly with the Cardholder, for issuance of the Secured Credit Card to the Cardholder.

"Card Account" means the account opened in the name of the Card Member and maintained by IDBI Bank for the purpose of usage of the Credit Card as per the terms and conditions contained herein.

"Cash-Limit" means the maximum amount of cash or equivalent of cash as defined or prescribed by IDBI Bank, that the Card Member can use on his Card Account. Cash-Limit forms a subset of the Card Member's Credit-Limit / Purchase Limit.

"Charges" or "charges" means such charges as are set out in Clause VI hereof or mentioned anywhere in these Terms and Conditions. All details of Charges mentioned herein shall be as provided in the Schedule of Charges provided in the Annexure along with Most Important Terms and Conditions (MITC) unless specifically communicated to the Card Member, as amended from time to time.

"Company" means a company as defined in the Companies Act, 2013, as amended from time to time.

"Credit-Limit / Purchase Limit" means the limit up to which the Card Member is authorised to spend on his Credit Card.

"Add-on Card" means Card issued by IDBI Bank upon request by the Primary Card Member to any of the family member(s) of the Primary Card Member.

"Add-on Card Member" means the family member of the Primary Card Member, who becomes a Card Member by virtue of his relationship with the Primary Card Member, based on Primary Card Member's written request to IDBI Bank.

"Customer Web Module" refers to the trade name of IDBI Bank's Internet Banking Service / website owned, established and maintained by IDBI Bank at the URL [www.idbi.com](http://www.idbi.com)

"High Risk Countries (HRC)" means those countries where the risk of data pertaining to the Card getting compromised post any transaction being carried out in such countries is high and are categorized as high risk countries by IDBI Bank based on the Cards being used in such countries by the Card Member and various disputes and/or frauds that are reported by the Card Member's from time-to-time.

"IDBI Bank " or "IDBI Bank Limited" shall mean a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of the Companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005, having offices / branches throughout India, and who is the proprietor of the Credit Card and includes its successors and assigns.

"Authorised Dealer" means an authorised dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time.

"Business Day" means a day on which the relevant office of IDBI Bank specified in the Application form or through which the Card is provided or such other office as may be notified by IDBI Bank to the Card Member, is open for normal business transactions.

"IDBI Bank 24-Hour Customer Care Centre" refers to IDBI Bank-Phone Banking Service provided by IDBI Bank to the Card Members.

"Insurance Company" means any insurance company as may be decided by IDBI Bank, from time to time.

"Member" or "Cardholder" or "Card Member" means the Applicant to whom a Card bearing his name is issued and who holds such Card under this Agreement and shall include a Primary Card Member and, where appropriate the Add-on Card Member.

"Merchant Establishment" means establishment wherever located which honours the Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

"Merchant" means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns.

"Minimum Amount Due" or "MAD" means the amount stated as such in the Statement.

"Payment Due Date" means the date of every month, on which the payment in respect of the charges incurred by usage of the Card by the Card Member falls due as communicated through the Statement.

"PIN" or "Personal Identification Number" means number allocated to the Card Member by IDBI Bank or chosen by the Card Member/ IDBI Bank from time to time, in relation to the Card, to enable the Card to be used for transactions.

"Primary Card Member" is the person in whose name the Card Account has been opened and to whom the Card has been issued.

"RBI" means the Reserve Bank of India.

"Statement" means monthly statement/s of account sent by IDBI Bank to a Card Member setting out the particulars of financial liabilities on that date, of the Primary Card-Member and where appropriate of the Add-on Card Member to IDBI Bank in respect of the Card Account.

"Schedule of Charges" means an annexure to MITC detailing the charges applicable for the services offered by IDBI Bank on the Card. These charges are subject to changes at the sole discretion of IDBI Bank. However, such changes in charges may be made only with prospective effect giving prior notice of 30 days to the Card Member.

"Total Amount Due" or "TAD" means is the amount stated as such in the Statement.

"Transaction Instruction" means any instruction given by a Card Member directly or indirectly to IDBI Bank and /or through IDBI Bank 24-Hour Customer Care Centre and/or through IDBI Bank's online channel/website/customer web module to effect the transaction. Transaction Instruction would include, but not be limited to a charge slip, a cash advance slip or a mail order coupon.

These "Terms and Conditions" means the terms and conditions set out herein and/ or as may be stipulated by IDBI Bank from time to time, as amended. In these Terms and Conditions, unless the contrary intention appears:-

- (a) A reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly; an "authorisation" or "approval" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration; "law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the Application form or thereafter and each as amended from time to time.
- (b) The singular includes the plural (and vice versa);
- (c) The headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;
- (d) Reference to the words "include" or "including" shall be construed without limitation;
- (e) Reference to a gender shall include references to the female, male and neuter genders;
- (f) All approvals, permissions, consents or acceptance required from IDBI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of IDBI Bank;
- (g) References to VISA/MASTERCARD regulations pertain to the guidelines issued by VISA/MASTERCARD to all the member banks of its network.
- (h) In the event of any disagreement or dispute between IDBI Bank and the Card Member regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of IDBI Bank as to the materiality of any of the foregoing shall be final and binding on the Card Member.
- (i) The usage of the words "IDBI Bank Credit Card Agreement" or "IDBI Bank Credit Cardholder Agreement" on the Card or elsewhere, means these Terms and Conditions.

## II. SECURED CREDIT CARD

The below mentioned Terms and Conditions (the "Terms") of the IDBI Bank Secured Credit Cardholder Agreement shall apply to and regulate the IDBI Bank's Secured Credit Card provided by IDBI Bank Limited (IDBI/IDBI Bank/the Bank) and are in addition to the general Terms and Conditions of the Credit Cardholder Agreement governing the Credit Card facilities of IDBI Bank and Terms and Conditions governing IDBI Bank's Fixed Deposit.

- (a) In order to be eligible for availing the Secured Credit Card, the Cardholder either singly or jointly shall be required to maintain/place a Fixed Deposit with IDBI Bank.
- (b) The Cardholder, either singly or jointly with the Other Fixed Deposit Holder (only with mode of operations 'Either/Anyone/Former or Survivor' and not jointly operated accounts), as the case may be, shall be required to place the Fixed Deposit in the manner specified and upon execution of the relevant documents as specified by IDBI Bank from time to time. The Fixed Deposit so placed shall be opened or changed on auto renewal mode only.
- (c) The Fixed Deposit/s opened in the name of/placed by HUFs, Partnership firms, minors are not entitled for Secured Credit Card.
- (d) Nomination facilities shall be available for the Fixed Deposit linked to the Secured Credit Card issued to the Cardholder.
- (e) The Cardholder and/or all the Joint Fixed Deposit Holders shall submit the Confirmation of Deposit (COD) duly discharged by him/them as may be specified by IDBI Bank to enable to process the request of issuance of IDBI Bank Secured Credit Card.
- (f) For issuance of the Secured Credit Card, IDBI Bank shall mark a lien on the entire amount of the Fixed Deposit deposited by the Cardholder, either singly or jointly with the Other Fixed Deposit Holders, as the case may be, including interest earned on the said Fixed Deposit, until the termination of the Secured Credit Card.
- (g) Upon renewal of the Fixed Deposit, marked lien against IDBI Bank's Secured Credit Card, the COD (confirmation of deposit) will not be dispatched to the Fixed Deposit Holders.
- (h) In the event of cancellation of the Secured Credit Card by the Cardholder/IDBI Bank, the Fixed Deposit linked to the Secured Credit Card shall continue in accordance with the instructions placed by the Cardholder or the Joint Fixed Deposit Holders as the case may be, at the time of placing the Fixed Deposit with IDBI Bank.
- (i) In the event that Cardholder/Joint Fixed Deposit Holders, as the case may be has an existing Fixed Deposit with IDBI Bank, the Fixed Deposit will be linked to the Cardholder's Secured Credit Card account and the Fixed Deposit shall be converted in to an auto-renewal mode with immediate effect. The prevailing rate of interest applicable at the time of auto-renewal of the Fixed Deposit shall be applicable on the said Fixed Deposit amount.

- (j) The Cardholder/Joint Fixed Deposit Holders, as the case may be, shall not be able to break or make any part withdrawals from the Fixed Deposit linked to the Secured Credit Card unless all the dues are paid under the Secured Credit Card and the Secured Credit Card is terminated.
- (k) In the event of termination/withdrawal/cancellation of the Fixed Deposit or the IDBI Bank's Secured Credit Card
- or if the Cardholder fails to pay the amount outstanding on the Secured Credit Card within 81 days from the due date,
  - or if the amount outstanding on the Secured Credit Card including any fees, charges or any other amount levied by IDBI Bank as per the Terms sums up more than or equal to 100% of the Credit Limit amount at any point in time
- (k) the Bank shall have full right to debit Cardholder's /Joint Fixed Deposit Holder's Savings Bank (SB)/Current Account (CA)/ other accounts (maintained either singly or jointly) to recover the total outstanding amount against the Secured Credit Card
- (ii) in case if the required amount to recover total outstanding on the Secured Credit Card is not maintained in SB/CA/other accounts then the IDBI Bank shall have full right to liquidate the entire Fixed Deposit(s) amount including the interest accrued and adjust/set off such amount against the outstanding amount payable to IDBI Bank under the Secured Credit Card and the Cardholder/Joint Fixed Deposit Holders shall not raise any claim against IDBI Bank. Any balance remaining post the above referred adjustment/deduction/set-off shall be refunded to the Cardholder/Joint Fixed Deposit Holder/s as the case may be.
- (l) The credit limit on the Secured Credit Card shall be up to eighty five percent (85%), of the Fixed Deposit amount or as may be decided by IDBI Bank from time to time, subject to maximum credit limit of Rs. 10 lacs. The credit limit on the card will be a function of the principal amount of Fixed Deposit; the interest accrued on Fixed Deposits will not have any bearing on the credit limit assigned to the customers. The said credit limit will be subject to change at the sole discretion of IDBI Bank from time to time and shall be communicated to the Cardholder through such mode and manner as deemed fit by IDBI Bank.
- (m) In case of liquidation of Fixed Deposit(s), the Bank shall not be responsible for any foreseeable loss of interest.
- (n) The Secured Credit Card shall be activated post lien is marked on the Fixed Deposit and the Cardholder and/or the Joint Fixed Deposit Holders signally and/or jointly, as the case may be, offer the Fixed Deposit as security for the payments against the Secured Credit Card and authorize the Bank to mark a lien thereon in favor of the Bank as security for repayment of the Secure Credit Card Limit together with interest and all other monies payable by the Cardholder/Joint Fixed Deposit Holder.
- (o) The Cardholder/Joint Fixed Deposit Holder authorize the Bank, to renew the Fixed Deposit(s), at its discretion, for such period the Bank may deem fit and continue to hold it as security for the Secured Credit Card account.
- (p) The Joint Fixed Deposit Holders agree and understands that the Secured Credit Card is issued by IDBI Bank to the Cardholder against the Fixed Deposit placed by the Cardholder either singly or jointly with Other Joint Fixed Deposit Holders. The Joint Fixed Deposit Holders do not have any objection and gives consent to issue the Secured Credit Card to the Cardholder as per the Terms and any other terms and conditions governing the Secured Credit Card.
- (q) The Joint Fixed Deposit Holder/s also agree and understands that the Secured Credit Card shall be solely used by the Cardholder and that the Joint Fixed Deposit Holder shall not bring about any claim against IDBI Bank with respect to the issuance of the Secured Credit Card and usage thereon by the Cardholder.
- (r) The Cardholder and/or the Joint Fixed Deposit Holders shall indemnify IDBI Bank, jointly and severally, and hold IDBI Bank harmless for any/all losses, damages, liabilities, costs that IDBI Bank may incur for:
- Issuance of the Secured Credit Card to the Cardholder against Fixed Deposit placed by the Cardholder/Joint Fixed Deposit Holders with IDBI Bank;
  - Usage of the Secured Credit Card by the Cardholder
- (s) The Cardholder/Joint Fixed Deposit Holder agree that in case of default or in case of non-payment of any dues, the Bank may take all steps without any notice or reference to the Cardholder/Joint Fixed Deposit Holder, necessary to prematurely encash the Fixed Deposit offered or held at any time, appropriate the net amounts towards discharge of all his/their liabilities in the Secured Cash Credit account with the Bank.
- (t) The Cardholder/Joint Fixed Deposit Holder agree that in case Bank prematurely closes Fixed Deposits to adjust the outstanding of the Secured Credit Card at his/their request or at the liberty of the Bank to clear any overdue, interest on such prematurely withdrawn deposits shall be payable as per norms of the Bank applicable to such premature closures.
- (u) The Cardholder/Joint Fixed Deposit Holders agree to utilize the Secured Credit Card issued against the security of NRE/NRO/FCNR(B) Deposit in accordance with the permitted purposes prescribed by Reserve Bank of India under FEMA, 1999.

- (v) The Cardholder/Joint Fixed Deposit Holders authorize the Bank to convert foreign currency Fixed Deposits on due date(s) by applying IDBI Bank TT buying rate ruling on that date and adjust the proceeds towards the relative dues of the Secured Credit Card and balance, if any, be paid to the Cardholder/Joint Fixed Deposit Holders.
- (w) In case of the Death of the death of the Cardholder the Secured Credit Card will be cancelled/terminated and the amount of the Fixed Deposit will be adjusted towards the dues against the Secured Credit Card and the balance, if any, will be paid as per the Bank's extant policy and procedure for Settlement of Claims of Deceased Depositors. In case of death of the Other Fixed Deposit Holder(s) the Fixed Deposit will be converted into the name of the surviving depositors as per the Bank's extant policy and procedure for Settlement of Claims of Deceased Depositors.

### III. CARD SERVICES

The Card is and will be, at all times, the property of IDBI Bank and must be surrendered to IDBI Bank immediately upon request by IDBI Bank or its duly authorised agent. IDBI Bank reserves the right to (1) ascertain the credit worthiness of the Applicant by obtaining credit bureau report and such other reports as it may deem necessary and (2) decline to issue a Card to any Applicant at its sole discretion. The Card is not transferable and its usage is subject to the terms mentioned herein and any additional conditions stipulated by IDBI Bank from time to time. The Card will be used exclusively by the Card Member. The Card Member under no circumstances whatsoever shall allow the Card and / or PIN to be used by any other individual. The Card may not be pledged by the Card Member as security for any purpose whatsoever. The Card may be collected by the Card Member or sent by post or courier to the address notified to IDBI Bank by the Card Member at the risk of the Card Member. Upon receipt of the Card, the Card Member shall sign on the reverse of the Card immediately and such signature and / or activation and / or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Card Member to be bound by these Terms and Conditions. The Card Member shall at all times ensure that the Card is kept in a safe place. IDBI Bank may, based on the Primary Card Member's written request, issue add-on Card to individuals nominated by the Primary Card Member who shall be unconditionally bound by this Agreement. The Primary Card Member shall be fully liable to IDBI Bank for all the Charges on his/her Card and also for those incurred by the Add-on Card Members. The Add-on Card Members shall be jointly and severally liable to IDBI Bank for all the charges even though the monthly Statement of Card Account may be sent only to the Primary Card Member. The Primary Card Member may at any time request cancellation of any add-on Card(s), but will continue to remain liable for any charges on such add-on Card(s). The IDBI Bank 24-Hour Customer Care Centre and/or Customer Web Module is available to all Card Members. The Card Members availing of any services / facilities including but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, Statement details, Payment Due Date, etc. through IDBI Bank 24-Hour Customer Care Centre and/or IDBI Bank's online channel/website/customer web module, shall at all times continue to be bound by the terms and conditions stipulated by IDBI Bank with respect to the services / facilities and the mode of availing such facilities / services, as amended from time to time. In the event the Card Member does not wish to be bound by these Terms and Conditions, the Card Member shall deface the Card by cutting off the top right hand corner of the Card, ensuring that both the hologram and magnetic stripe have been cut and return both halves to IDBI Bank and Clause V hereof shall hence forth be operative.

### IV. USE OF THE CARD

- (a) In case of an internationally valid Card, the Card is valid world-wide except as provided in Clause III (h) herein below. In case of other Cards the use is restricted at only the Merchant Establishments accepting VISA/ MasterCard or any other cards as issued by the banks in India. However, IDBI Bank and the Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever. The Credit Card may be used only for bonafide personal or official purposes and its use is not permitted to be exploited by the Card Member. The Card Member undertakes to act in good faith at all times in relation to all dealings with the Card and IDBI Bank. In the event any charges for the avilment of the purchase or other facility is levied by the Merchant Establishment, on the charges incurred by the Card Member, the same shall be settled with the Merchant Establishment and IDBI Bank shall in no manner be held liable for the same. On usage of the Card at the Merchant Establishment, the Card Member must collect the copy of the charge-slips at the time of signing the charge-slip. The Card Member shall be responsible for signing the charge-slip; in the event the charge-slip is not signed by the Card Member, the Card Member shall continue to be liable for the transaction/s and all charges in relation thereto. IDBI Bank shall not provide copies of the charge slips to the Card Member; provided however if the Card Member makes such request within forty-five days of the relevant transaction, IDBI Bank may, at its sole discretion, provide copies of the charge slips at a charge mentioned in the Schedule of Charges provided in the Annexure along with Most Important Terms and Conditions (MITC). IDBI Bank may, at its sole discretion agree to provide the Card Member with the facility of effecting e-mail order or telephone order purchases. The use of a Virtual Credit Card shall be

restricted to online transactions / mail orders only. A Virtual Credit Card shall be issued only as an Add-on Card and not as a Primary Card, or as may be intimated by IDBI Bank, at its sole discretion, from time to time. The Card Member is aware that in case of e-mail order, telephone order or mobile purchases, the charge slips will not be signed by the Card Member at the time of the purchase. Accordingly, the Card Member accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Member will make payment to IDBI Bank of all out standings due.

- (b) All disputes with the Merchant Establishment shall be a matter between the Card Member and Merchant Establishment and will be settled by the Card Member with the concerned Merchant Establishment. IDBI Bank shall not be liable, in any manner whatsoever, for the same.
- (c) The Card may be used: (i) Within the Credit-Limit notified by IDBI Bank to the Card Member; and (ii) not after the last date of the month embossed on its face.
- (d) The Card Member's right to use the Card shall determine forthwith: (i) In the event of termination pursuant to Clause V below; or (ii) in the event of loss /misuse or theft of Card.
- (e) By usage of the Card, Card Member is deemed to have made a standing request that renewal of period of the Card and/ or replacement Cards be issued to each Card Member until such time as the IDBI Bank 24-Hour Customer Care Centre 's online channel is notified otherwise by the Card Member, and such renewal and/or replacement shall be subject to the sole discretion of IDBI Bank.
- (f) In the event of a credit card program closure or at the time of renewal of Credit Card, IDBI Bank Limited at its sole discretion reserves the right to provide a Card type that is different from the existing Card type held by the Card Member. The credit limits and cash limits on any credit card at any point in time are as per sole discretion of IDBI Bank.
- (g) he Card Member shall act in good faith at all times in relation to all dealings with the Card and IDBI Bank.
- (h) The internationally valid Card issued to the Card Member is valid world-wide except for payment in foreign exchange at Merchant Establishments in Nepal & Bhutan. In respect of Cards, the use of which is restricted only in India / Nepal / Bhutan, use outside India / Nepal / Bhutan is a breach of the "Foreign Exchange Management Act" (FEMA) or any other corresponding law. The Card Member accepts full responsibility for wrongful use in contravention to these conditions and undertakes and agrees to indemnify IDBI Bank to make good any loss, damage, interest, conversion, any other financial charge that IDBI Bank may incur and / or suffer as a result of the Card Member committing such violations of the provisions thereof.
- (i) Internationally valid Card and all other Cards cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or prescribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc.
- (j) IDBI Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Card without assigning any reason. In certain cases, subject to its sole discretion, IDBI Bank may require the Card Member to contact IDBI Bank 24-Hour Customer Care Centre to authenticate the transaction before approving it and charging to the Card Account. The Card Member agrees that he will not use the Card as payment for any illegal/unlawful purchase/purposes.

## **V. PERSONAL IDENTIFICATION NUMBER**

To enable the Card Member to use the Card, a Personal Identification Number (PIN) will be issued to him. The PIN shall be mailed by post or courier to him and in the event the same is not received in a sealed envelope the Card Member shall contact an IDBI Bank branch or the IDBI Bank 24-Hour Customer Care Centre. This PIN may subsequently, be changed by the Card Member, at his own risk, at an ATM or at the IDBI Bank branch or at the IDBI Bank 24-Hour Customer Care Centre. The PIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered into the Card Account using such PIN. The Card Member shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of a third party. IDBI Bank is authorised by the Card Member for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. IDBI Bank has no obligation to verify the authenticity of the Transaction Instruction sent or purported to have been sent from the Card Member other than by means of verification of the Card Member's PIN. The Card Member shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the PIN. The Card Member shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party. If the Card Member fails to observe the security requirements, he may incur liability for IDBI Bank. IDBI Bank may, in its absolute discretion, issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by IDBI Bank from time to time, the Card Member will not hold IDBI Bank liable in case of any improper/ fraudulent/unauthorized/ duplicate/ erroneous use of the Card and/or the PIN. IDBI Bank will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the

knowledge of any third party. If any third parties gain access to the services, including the Card Account, the Card Member will be responsible and shall indemnify IDBI Bank against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise.

## **VI. BREACH & TERMINATION / WITHDRAWAL**

- (a) Breach: In the event of breach of any of these Terms and Conditions by any Card Member;
- (i) notwithstanding any other provision of these Terms and Conditions the Card Member will remain liable for any loss directly or indirectly resulting from such a breach; and
- (ii) The Card Member will be liable to pay IDBI Bank, upon demand, all amounts outstanding from the Card Member to IDBI Bank, whether due and payable to IDBI Bank at the date of such demand or not.
- (b) Termination / Withdrawal: The Card Member may at any point of time, by notice in writing to IDBI Bank, IDBI Phone Banking Center, request for termination of the Card Account.
- (i) The aforesaid notice will not take effect till the Card has been defaced by cutting off the top right hand corner ensuring that both the hologram and magnetic stripe have been cut, and has been received by IDBI Bank. Save as aforesaid, neither the Card Account nor any Card may be terminated.
- (ii) In the event the Charges are incurred on the Card after the Card Member claims to have destroyed the Card, but the Card has not been received by IDBI Bank, the Card Member shall be entirely liable for charges incurred on the Card, whether or not the same are the result of the misuse and whether or not IDBI Bank has been intimated of the destruction of the Card.
- (iii) IDBI Bank may at any time, with or without notice, as to the circumstances in IDBI Bank's absolute discretion require, terminate the Card Account and the Card. The Card Member expressly acknowledges and accepts that if the Card Member holds two or more Card Account with IDBI Bank, being governed under these Terms and Conditions and defaults in making payments due to IDBI Bank under one of the Card Account, IDBI Bank is authorized to block the credit limit as made available to the Card Member under all other IDBI Bank's Card Account/s as well as withdraw such privileges / benefits as made available under all such Card Account/s, till such time the defaulting Card Account is regularized by the Card Member. The Card Member also agrees and acknowledges that IDBI Bank shall not be required to provide any additional notice for the above.
- (iv) On termination of the Card Account and notwithstanding any prior agreement between IDBI Bank and the Card Member to the contrary: (A) the total of all the Charges then outstanding, whether or not already reflected in the Statement and, (B) the amount of any Voluntary Charges incurred after termination (with effect from the date of relevant Transaction Instruction), shall become forthwith due and payable by the Card Member as though they had been so reflected, and interest will accrue thereon from the date such charges have been incurred, as applicable from time to time.
- (v) IDBI Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Card and/or cancel the Card at any time without giving any notice or assigning any reason therefore. In case of a temporary withdrawal, the privileges may be reinstated by IDBI Bank at its sole discretion. In case of a permanent withdrawal, IDBI Bank has a right to refuse membership to the Card Member permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such temporary or permanent withdrawal, the Card Member shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by IDBI Bank. Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card. The Card Member agrees to surrender the Card to IDBI Bank, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Member to legal proceedings.

## **VII. CHARGES & PAYMENTS**

Charges comprise each of the following:

- (a) Voluntary Charges will include: The amount of any purchase of goods and / or service made by a Transaction Instruction; The amount of any cash advance provided pursuant to a Transaction Instruction; Any amount, which the Card Member has requested IDBI Bank to debit the Card Account by virtue of a Transaction Instruction
- (b) Involuntary Charges will include: Any fees charged by IDBI Bank in respect of a Card Account or a Card, including joining, annual, replacement, renewal, handling, late payment and other fees. The joining / annual fees will be debited to the Card Account at IDBI Bank's prevailing rates. These fees shall be non-refundable. An annual fee towards renewal of membership shall be payable by the Card Member on or before the first anniversary of the Card. Service charges on specific types of transactions as decided by IDBI Bank from time to time may be levied. The method of computation of Involuntary Charges will be as notified by IDBI Bank from time to time.



(c) IDBI Bank's record of the amount of any Charge, specified herein above, shall, in the absence of manifest error, be final and binding on the Card Member, and shall be conclusive in any case where IDBI Bank has effected any payment pursuant to a Voluntary Charge. All statutory taxes, service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Card.

(d) Delayed or Amended Charges

- i) A Merchant may process delayed or amended charges if the Card Member has consented to be liable for delayed or amended charges for a Hotel, Car Rental Company, or Cruise Line Transaction or any other transactions.
- ii) A delayed or amended charge shall be processed to the Card Account within 30 calendar days of the transaction date of the related transaction.
- iii) These transactions may include room, food or beverage charges, taxes, fuel, insurance, rental fees, damage to rental vehicles, parking tickets and other traffic violations, and goods and services purchase aboard a cruise line vessel.

(e) Charges in Foreign Currency in respect of Cards other than internationally valid Cards, IDBI Bank will not be bound to take cognizance of, and will not be liable in any manner whatsoever in respect of any charges which are incurred in foreign currency in the territories other than Nepal & Bhutan. Without prejudice to the aforesaid, any payment of such Charges made by IDBI Bank will be with full recourse to the Card Member, and will not be considered as absolving the Card Member of any liability in relation to incurring of such charges or payments thereof by IDBI Bank. IDBI Bank shall be fully indemnified and held harmless against all consequences of such payments, by the Card Member.

(f) Transactions with Railways:

When a ticket is booked with a Credit Card, the Card Member will have to pay for the purchase of the ticket subject to any additional charges, if applicable. For any ticket subsequently cancelled the amount will only be credited to the Card Account (less cancellation charges) as and when credit for the same is received by IDBI Bank. If the amount does not get credited to the Card Account, on successful submission of the charge slip to IDBI Bank by the Card Member, within 150 days from the date of cancellation together with a letter confirming the date of purchase, the date of cancellation and a copy of the Statement where the debit has appeared for the purchase of the tickets, the credit shall be posted to the Card Member's Card Account. A transaction fee as applicable will be levied.

(g) Transactions at Fuel Stations:

When the Card Member uses the Card to pay for fuel, he will be charged a transaction fee as mentioned in the Schedule of Charges provided in the Annexure along with Most Important Terms and Conditions (MITC).

(h) The Card Member shall become liable as soon as a Charge has been incurred by use of the Credit Card. If there are any outstanding (whether billed or not) remaining unpaid as on a Payment Due Date then such outstanding shall bear and carry such Charges as specified in the Schedule of Charges provided in the Annexure along with Most Important Terms and Conditions (MITC). The Charge is computed on an average daily balance method and will be levied from either of the following dates: Where the Charge is in respect of purchase of goods or services, from the date of it being included in the records of IDBI Bank. Where the Charge is in respect of withdrawal of cash, from the date of such withdrawal up to the date of receipt of payment by IDBI Bank.

(i) Without prejudice to the liability of the Card Member to immediately pay all Charges on or before the Payment Due Date, as communicated in the Statement, the Card Member may exercise the option to pay on or before the Payment Due Date, only the Minimum Amount Due (MAD) indicated in the Statement. The MAD shall be 5% of the Total Amount Due or INR 50 whichever is higher, or such other amount as may be determined by IDBI Bank at its sole discretion. In case of any repayment through installments, the installment amount due during the statement period will be added to the Minimum Amount Due. If the total outstanding is more than the Credit or Cash Limit, then the amount by which the Credit or Cash Limit has been exceeded will also be included in the MAD. Minimum Amount Due shall also include unpaid Minimum Amount Due of the previous statements, if any. In cases where only the MAD has been paid, interest would be charged on the remaining amount of the Total Amount Due from the date of the transactions. Where such an option to pay only MAD is exercised by the Card Member, the same shall additionally be subject to the following special terms and conditions:

i) On receipt of the Statement, the Card Member can make the payment in any of the following ways, by way of online payment, cheque payment, draft payment, cash payment, auto debit payment, RTGS payment, IDBI Bank's Net Banking or NEFT payment, to IDBI Bank for the Total Amount Due as

indicated in the Statement or an amount equal to or more than the Minimum Amount Due (MAD) by the Payment Due Date.

- ii) All charges incurred by the use of the Card shall bear and carry a transaction fee in the manner as stated under (clause (H) above).
- iii) If payment is made for the MAD or for any amount less than the Total Amount Due, interest and service charges will be applied on the total outstanding amount from the date of purchase, and on fresh purchases that are incurred subsequently, till subsequent Payment Date. In addition to the charges as stipulated herein above, Late payment charges will be applicable if the Minimum Amount Due (MAD) is not paid by the payment due date. Any MAD or portion thereof that has been paid shall cease to attract interest after the Payment Date if the same has been received by IDBI Bank from the Card Member.

IDBI Bank may, at its sole discretion, at any time, without prior notice, withdraw the option to pay only the MAD as described in the foregoing clauses, in relation to any Card Member. Unless otherwise agreed to by IDBI Bank, any payments received from the Card Member against amounts specified in a particular Statement shall be appropriated towards such dues in the following order:

1. Interest
2. Tax
3. Fee and other Charges.
4. Payment towards cash withdrawals
5. Payment towards personal loans on credit cards and installments payable on balance transfer facility;
6. Payment of installments for retail purchases (where payment against the retail purchases has been converted into installments);
7. Payment towards other variants of balance transfer facility that may have been availed by the Card Member;
8. Payment towards retail purchase

Notwithstanding anything contained herein above: (i) IDBI Bank may, at its discretion, appropriate such payments towards the dues, if any, payable by the Card Member in respect of other facilities availed of by the Card Member from IDBI Bank in the order specified in the relative documents or otherwise; (ii) the order of appropriation may be modified by IDBI Bank at its discretion. Excess amounts, if any, remaining after such appropriation may be appropriated against the amounts, which are to be specified in the immediately next Statement/s to be generated by IDBI Bank. IDBI Bank will assign a Credit-Limit to a Card Account, which must not be exceeded at any time. However, if the total outstanding exceed the Credit-Limit, an additional charge will be levied on the excess amount.

The Card Member shall be entitled to apply for a review / enhancement / reduction of the Credit-Limit and/or Cash Limit (if provided by IDBI Bank), upon completion of 12 months of his membership. Alterations upon such review, if any, of the Credit Limit and/or Cash Limit will be at the sole discretion of IDBI Bank. IDBI Bank shall at its sole discretion be entitled to review (including enhancement or reduction) of the Credit Limit and/or Cash Limit assigned on the Card at any time and only enhancements, if any, to the Credit Limit and/or the Cash Limit, shall be effected by IDBI Bank with the consent of the Card Member.

Note: If the payment for the Total Amount Due is received by IDBI Bank on or before the Payment Due Date, no service charge will be levied. However, all cash transactions and drafts will attract a service charge at the prevailing rate from the date of transaction until the payment for the same is received by IDBI Bank.

- (j) IDBI Bank will be entitled, but not bound, to give effect to any instructions given by the Card Member to effect his Credit Card payments by crediting his Card Account and debiting, with like amount, such other account as may have been established by the Card Member with IDBI Bank. The whole of the outstanding balance on the Card Account, together with the amounts of any outstanding Card transactions, effected but not yet charged to the Card Account, shall become immediately due and payable in full to IDBI Bank, by the Card Member, his successors, nominees, legal heirs in the event of his death (after adjustment of Credit Shield benefit, if applicable \*) or insolvency or winding up of the business of the Card Member.

\*For details, please visit [www.idbi.com](http://www.idbi.com)

- (k) The Card Member expressly accepts that if he fails to pay any money when due, or which may be declared due prior to the date when it would otherwise have become due, or commits any default under agreement with IDBI Bank under which the Card Member is enjoying any financial/credit/other facility, then, IDBI Bank shall, at its sole discretion, without prejudice, exercise all or any of its rights and remedies available to it in these Terms and Conditions and/or applicable laws.
- (l) Without prejudice to the other rights of IDBI Bank hereunder, in case of delay in payment IDBI Bank reserves the right to withdraw the Credit Card privileges by instructing the Merchant

Establishments not to honour the Credit Card. The Card Member accepts that, at its sole discretion, IDBI Bank or its appointed representatives/agents, may at any time follow up with him for payment against charges earlier incurred on the Card. The Card Member also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by IDBI Bank for related and incidental matters including, charges for renewal/ replacement of a Card, for duplicate Statement / charge-slip, transaction fee for cash advance, collection charges for outstation cheques, penal fees for returned payments and like expenses, and in the event of legal action initiated, all legal expenses and decretal amount with interest. For details on all Charges refer Schedule of Charges provided in the Annexure along with Most Important Terms and Conditions (MITC).

- (m) In the event the Cardholder / Card Member does not pay his outstanding dues on the relevant due dates, IDBI Bank shall be, in addition to the various rights and remedies of IDBI Bank referred to in the clauses herein, irrevocably entitled and authorised to contact and require the Cardholder's / Card Member's employer(s) to make deduction/s from the salary/wages payable by the employer to the Cardholder / Card Member and to remit the same to IDBI Bank until all of the Cardholder / Card Member dues outstanding from the Cardholder / Card Member to IDBI Bank is/are completely discharged. The deductions shall be of such amounts, and to such extent, as IDBI Bank may communicate to (and instruct) the Cardholder's / Card Member's employers. The Cardholder / Card Member shall not have, or raise/create, any objections to such deductions. No law or contract governing the Cardholder / Card Member and/or the Cardholder's / Card Member's employer prevents or restricts in any manner the aforesaid right of IDBI Bank to require such deduction and payment by the Cardholder's / Card Member's employer to IDBI Bank.

#### **VIII. SERVICE TAX**

A Service Tax as determined by the Government of India from time to time is applicable on all fees, interest and other charges as per relevant and prevailing regulations of the Government of India. The Card Member will be bound to pay for the same.

#### **IX. CASH WITHDRAWAL**

The Card Member can use the Card to access emergency cash from teller counters at IDBI Bank branches/Automated Teller Machines (ATMs) of select IDBI Bank locations or correspondent banks/other locations as decided periodically by IDBI Bank and as specified by IDBI Bank to Card Member from time to time. The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as specified by IDBI Bank for each Card Member. The Card Member shall be required to retain the record of the transaction, generated by the ATM, with him. A transaction fee would be levied on all charges and would be billed to the Card Member in the Statement communicated thereafter. In addition, all cash withdrawals will also attract a service charge calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by IDBI Bank. This service charge will be debited to the Card Account. The transaction fees and service charges as mentioned above are non-refundable.

#### **X. INSURANCE BENEFIT**

The Card Member may be offered various insurance benefits from time to time by IDBI Bank through a tie up with the Insurance Company. In all cases of claim, the Insurance Company will be solely liable for settlement of the claim, and the Card Member will not hold IDBI Bank responsible in any manner whether for compensation, recovery of compensation, processing of claims or for any other reason whatsoever. Subject to the terms of the para below, the Insurance Company will be absolved of all its liabilities by releasing approved dues to the nominee of the Card Member whose name and signature, duly witnessed, appears on the insurance nomination form forwarded by the Card Member to the Insurance Company directly or through IDBI Bank. Any change in the nomination will be intimated to IDBI Bank by the Card Member in writing. The Card Member further acknowledges that the insurance benefits so provided will be available to the Card Member only so long as the Card Member is and remains a Card Member of IDBI Bank with his Card Account being good and regular and no event of default has occurred. The Card Member further agrees that the insurance claim proceeds may be placed in escrow by the Insurance Company at the direction of IDBI Bank until satisfactory discharge of all outstanding liabilities on the Card by the Card Member. In the event of the Card facility being terminated, for whatever reason, all such insurance benefits shall automatically and ipso facto cease to be available from such date of cessation of membership. IDBI Bank may at any time (at its sole discretion without giving any prior notice thereof) modify, suspend, withdraw or cancel these insurance benefits and there will be no binding obligation on IDBI Bank to continue these benefits.

#### **XI. LOST, STOLEN OR MISUSED CREDIT CARDS**

If a Card is lost or stolen, it must be reported immediately to the IDBI Bank 24- Hour Credit Card Customer Care. However, in case of loss of Card due to theft, the Card Member must also file immediately a report

with the local police station and should be able to produce a copy of the same upon request by IDBI Bank. IDBI Bank will, upon adequate verification, suspend the Card Account and terminate all facilities in relation thereto and will not be liable for any inconvenience caused to the Card Member. Card Members shall take cognizance of the fact that once a Card is reported lost, stolen or damaged, the Card cannot be used again, even if found subsequently. The Card Member declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Card Member shall promptly cut the Card into 4 pieces and return the same to IDBI Bank for cancellation. The Card Member is responsible for the security of the Card and shall take all steps to ensure that the Card is not misused. In the event that IDBI Bank determines that the Card Member has failed to take the steps as mentioned above in case of loss / theft /destruction of the card and the same are questionable, financial liability on the lost, stolen or damaged card would rest with the Card Member and could even result in cancellation of the Card Account. IDBI Bank may at its absolute discretion issue a replacement for any lost, stolen or damaged Card or a new PIN on these Terms and Conditions or such other Terms and Conditions that IDBI Bank may deem fit. No liability shall attach to the Card Member for any unauthorized transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon IDBI Bank having suspended the Card Account. Liability of any transaction made on the Card post reporting its loss/theft/ damage shall fall upon IDBI Bank. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Card, post reporting of the said Card as being lost/ stolen/ misused, IDBI Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed transaction.

IDBI Bank constantly monitors the risk of using the Card in the High Risk Countries. IDBI Bank will attempt to call the Card Members to inform them about the probable fraud risk that could emanate from such Card usage at High Risk Countries and shall seek consent from the Card Member to block the Card from further usage. In the event, the Card Member chooses not to block the Card after being informed by IDBI Bank of probable fraud risk or are not contactable by IDBI Bank, IDBI Bank shall not stand liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.

## **XII. EXCLUSION OF LIABILITY**

Without prejudice to the remedies available to IDBI Bank and these Terms and Conditions, IDBI Bank shall be under no liability whatsoever to the Card Member in respect of any loss or damage arising directly or indirectly out of:

- a) Any defect in any goods or services supplied;
- b) The refusal of any person/Merchant Establishment to honour or accept a Card;
- c) The malfunction of any computer terminal;
- d) The giving of Transaction Instruction by any person other than by a Card Member;
- e) Handing over of the Card and/or Card Credentials by the Card Member to anybody other than IDBI Bank or its representatives;
- f) IDBI Bank exercising its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether by IDBI Bank;
- g) The exercise by IDBI Bank of its right to terminate any Card and the Card Account;
- h) Any injury to the credit character and reputation of the Card Member alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any merchant establishment/ mail order establishment to honour or accept the Card;
- i) Any mis-statement, misrepresentation, error or omission in any details disclosed by IDBI Bank; in the event a demand or claim for settlement of outstanding dues from the Card Member is made, either by IDBI Bank or any person acting on behalf of IDBI Bank, the Card Member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Card Member, in any manner. The Cardholder acknowledges that the provision of the facility of receiving alerts on mobile phone number or e-mail, provided by the Cardholder while applying for the credit card facility, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by IDBI Bank or otherwise. The Cardholder accepts that timelines, accuracy and readability of alerts sent by IDBI Bank will depend on factors affecting other service providers engaged by IDBI Bank or otherwise. IDBI Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the Cardholders.

## **XIII. BALANCE TRANSFER FACILITY**

"Facility" means transfer, at the sole discretion of IDBI Bank, of such amount of the outstanding balances on Card Member's other bank's credit cards to Card Member's Card provided / agreed to be provided by IDBI Bank, not exceeding the available Credit-Limit.

"Balance Transfer" means the Facility in the event the Card Member converts the mode of repayment of the

Facility into Equated Monthly Installments.

"EMI" or "Equated Monthly Installment" means the equated monthly installment of the amounts payable by the Card Member to IDBI Bank in respect of the Facility, comprising of principal amount of the Facility and interest thereon.

Under the Facility, IDBI Bank shall at its sole discretion, permit the Card Member to transfer all or part of his outstanding balances on credit cards issued by other banks / entities, to his Card Account. Such transfer shall be effected by way of a demand draft sent to the mailing address of the Card Member, last registered with IDBI Bank, favouring the other bank / entity issuing the credit card for crediting the card account of the Card Member with such other bank / entity for the approved Facility amount.

IDBI Bank shall not be liable for any overdue payments or service charges that may be incurred by the Card Member in respect of his other credit card post the Facility being granted / agreed to be granted by IDBI Bank. The Card Member shall remain liable to continue to make payments to the other credit card issuing bank / entity until the transferred amount of the Facility is received by the other credit card issuing bank / entity. Additionally, the Card Member shall also receive the confirmation in a future statement providing that his card account with the other credit card issuing bank / entity has been credited. The Facility shall be available to the Primary Card Member as well as the Add-on Card Member, subject to the available Cash-Limit and/or Credit-Limit and will be provided to the Card Member requesting the Facility. The Cash-Limit and/or the Credit-Limit on the Card will be blocked by the amount of the Facility granted to the Card Member. The Card Member shall be required to pay a non refundable processing fee on the Facility up to the percentage specified by IDBI Bank to the Card Member as specified in the Schedule of Charges provided in the Annexure along with Most Important Terms and Conditions (MITC). Service tax shall be applicable on the processing Fee and interest amount as per IDBI Bank's prevailing rates. Such amount shall be reflected in the Statement for the particular month.

On applying for the Facility to IDBI Bank by the Card Member, IDBI Bank shall conduct a dummy authorization for Rs. Ten (10) on the credit card of the other bank for which the Facility is availed of. If the authorization is successful, the Balance Transfer transaction will be processed subject to other terms and conditions at the sole discretion of IDBI Bank.

#### REPAYMENT:

The Card Member shall repay the Facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by IDBI Bank to the Card Member at the time of making the offer for the Facility and as also as communicated to the Card Member thereafter. The interest calculation will start from the time the request regarding Balance Transfer has been confirmed from the Card Member. The amount of the EMIs together with other details of the Facility (including rate of interest) shall be also communicated to the Card Member at his/her mailing address.

The amount of EMI due for a particular month shall subsequently be reflected in the Statement of that particular month. IDBI Bank shall be entitled / is authorised by the Card Member to debit the Card Account of the Card Member on a monthly basis for the amount of EMI due for that particular month, as has been intimated to the Card Member through the Statement. Upon repayment by the Card Member, the Cash Limit / Credit Limit shall be reinstated to the extent of the amount of EMI repaid by the Card Member.

The Card Member shall be required to pay the entire amount of the EMI for a particular month on the Payment Due Date, as indicated in the Statement and the same shall not be permitted to be carried forward/included in the next Statement. In the event the payment is not made by the Payment Due Date as specified, it shall be construed as a default by the Card Member and Card Member shall become liable to pay the amount together with the interest as that may be levied on his Facility and late payment charges, as specified in the Schedule of Charges provided in the Annexure along with Most Important Terms and Conditions (MITC)

#### FORECLOSURE OF FACILITY:

In case the Facility is foreclosed/ terminated before the tenure of the repayment of the Facility, the amount of the Facility outstanding at the time of foreclosure/termination together with all interest thereon and all other monies in respect of the Facility shall become repayable by the Card Member immediately. The Card Member may foreclose the Facility at any time by contacting IDBI Bank's 24 Hour Credit Card Customer Care to avail of the foreclosure. The Card Member shall pay such foreclosure charges as may be indicated by IDBI Bank in the communication sent to the Card Member at the time of granting the Facility.

IDBI Bank shall, without prejudice to all rights and remedies, have the right to call upon the Card Member to forthwith repay the Facility, all interest thereon and all other monies in respect of the Facility upon occurrence of event of default in payment of EMI for two consecutive months and the Card Member shall be liable to repay all such amounts upon such demand.

## CANCELLATION OF FACILITY:

The Card Member may cancel the Facility within 15 days of granting the Facility, by contacting IDBI Bank's 24 Hour Credit Card Customer Care. Such cancellation shall be subject to return of the demand draft at Credit Card Operations, IDBI Bank Ltd, Mumbai – 4000XX and non encashment of the demand draft by the Card Member or the beneficiary.

## XIV. APPLICABILITY OF LAWS

The Card Member understands and acknowledges that it is the Card Member's duty to follow all laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the RBI and/or any other relevant statutory authority, including without limitation the Exchange Control Rules and Regulations of the RBI (the "Exchange Control Regulations"), in relation to the use of the Card. An extract of the Exchange Control Regulations is given below for the Card Member's ready reference:

"The utilisation of the Card will be strictly in accordance with the Exchange Control Regulations and that in the event of failure on the part of the Card Member to comply with the regulations, he would be liable for action under the provisions of the Foreign Exchange Management Act, 1999. The onus of ensuring compliance with the regulations is on the holder of the ICC (International Credit Card).

In the event of non-compliance by Card Member with the Exchange Control Regulations, including but not limited to online foreign exchange trading or related speculative activity on the card, the Card Member may be liable for action under the Foreign Exchange Management Act, 1999 and rules and regulations framed thereunder. The Card Member may be debarred from holding the internationally valid Credit/Charge Card, either at the instance of the Bank or the RBI.

The Card cannot be used for making payment towards foreign currency transactions in Nepal and Bhutan i.e. while using the Card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian Rupees. The Card is valid for use both in India as well as outside India and would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan." In case a Card is cancelled, whether on account of non-compliance with the Exchange Control Regulations or otherwise, the Bank will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned Merchant Partner would be entitled to 'pick-up' a cancelled Card on presentation. The Card Member should consult his Authorized Dealer regarding his foreign exchange entitlement.

A resident Card Member going abroad for employment or emigration should necessarily inform the bank of the change in his residential status and apply for closure of his credit card. If any payment towards credit card dues is required by the Card Member after the residential status change that would need to make all payments due on his Card in inward remittances/ from his Non Resident Bank a/c (NRE/NRO/FCNR a/c). The Card Member agrees and hereby authorises the Bank to convert such remittances to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time. It is the Card Member's responsibility to inform the Bank about the change in his/her residential status. If the Card Member attains the Non-Resident Indian (NRI) status, then he/she should ensure that all payment(s) towards his/her credit card account from his/her Non-resident banking account. The Card Member agrees and confirms that the Card Member will not make any alternative payments through cash, cheque and fund-transfers from the Card Member's saving account or any other non-NRI banking accounts. If the customer fails to comply with requirements as stated above, the bank has the sole right to block or close the card forthwith and, without notice to that effect.

The Card cannot be used for making payment towards foreign currency transactions in Nepal and Bhutan i.e. while using the Card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian Rupees. The Card is valid for use both in India as well as outside India and would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan." In case a Card is cancelled, whether on account of non-compliance with the Exchange Control Regulations or otherwise, the Bank will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned Merchant Partner would be entitled to 'pick-up' a cancelled Card on presentation. The Card Member should consult his Authorized Dealer regarding his foreign exchange entitlement.

A resident Card Member going abroad for employment or emigration should necessarily inform the bank of the change in his residential status and apply for closure of his credit card. If any payment towards credit card dues is required by the Card Member after the residential status change that would need to make all payments due on his Card in inward remittances/ from his Non Resident Bank a/c (NRE/NRO/FCNR a/c). The Card Member agrees and hereby authorises the Bank to convert such remittances to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time. It is the Card Member's responsibility to inform the Bank about the change in his/her residential status. If the Card Member attains the Non-Resident Indian (NRI)

status, then he/she should ensure that all payment(s) towards his/her credit card account from his/her Non-resident banking account. The Card Member agrees and confirms that the Card Member will not make any alternative payments through cash, cheque and fund-transfers from the Card Member's saving account or any other non-NRI banking accounts. If the customer fails to comply with requirements as stated above, the bank has the sole right to block or close the card forthwith and, without notice to that effect.

The Card Member accepts full responsibility for wrongful use in contravention of the Exchange Control Regulations and unconditionally undertakes and agrees to indemnify the Bank and keep the Bank indemnified and harmless against any loss, damage, interest, conversion or any other financial charge or any other liability whatsoever that the Bank may incur and/or suffer on account of the Card Member committing violation of the Terms and Conditions and/or the Exchange Control Regulations and/or any other laws, rules, regulations, circulars, guidelines, notifications and instructions issued by the RBI and/or the Government of India and/or any other statutory body in respect thereof from time to time. This Clause shall survive the termination of the Terms and Conditions.

A foreign national or expatriates holding IDBI Bank credit card will ensure that valid VISA for stay in India is furnished to IDBI Bank. In absence of valid visa, IDBI Bank has the right to forthwith block/cancel or close the Credit Card.

The Card Member Terms and Conditions are to be read in conjunction with the applicable laws of land, rules, regulations and guidelines published by Regulators from time to time.

#### **XV. ADD-ON CARD**

Upon receipt of a request by the Primary Card Member for issuance of an add-on Card to the family member(s) of the Primary Card Member, IDBI Bank shall at its sole discretion issue a Add-on Card to the family members of the Primary Card Member on such terms and conditions as decided by IDBI Bank from time to time.

The usage of the Add-on Card shall be deemed acceptance of these Terms and Conditions. The holder of any Add-on Card and the Primary Card Member, authorizing its issuance, are jointly and severally bound /liable by these Terms and Conditions / for payment, however it shall be the Primary Card Member's responsibility to ensure payment of all charges due and payable under the Add-on Card. The facility of an Add-on Card, being a special facility at such fee/rate as may be stipulated by IDBI Bank from time to time, continuation of the membership of the Add-on Card Member will be solely dependent on the continuation of membership of the Primary Card Member.

The validity of Add-on Card is dependent on the validity of the Card of Primary Card Member. And the termination of Add-on Card with IDBI Bank for whatever reason shall not terminate the Card or the Card Member's agreement with IDBI Bank.

The undertakings, liabilities and the obligations of the Primary Card Member and the Add-on Card Member to IDBI Bank and IDBI Bank's rights herein shall not be affected in any way by any dispute or counterclaim which the Primary Card Member and the Add-on Card Member may have against each other. The Primary Card Member shall indemnify IDBI Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by IDBI Bank by reason of any legal disability or incapacity of the Add-on Card Member or any breach of these Terms and Conditions by the Add-on Card Member.

#### **XVI. BILLING**

All Card Members will be billed on a monthly basis for all Charges incurred by the use of Card and for all charges applicable to the Card Account. IDBI Bank shall endeavor that no delay is caused in dispatching the Statement to the Card Member. However, there may be no Statement generated for the period in which there has been no outstanding due and no transaction on the Card Account in the preceding month.

IDBI Bank shall endeavor to provide Statement online with suitable security to ensure that the Statement can be accessed only by the Card Member. Non receipt of Statement shall not be construed by the Card Member to be sufficient reason for non-payment of dues in time. In the event of non-receipt of the Statement, for any reason whatsoever, there being no delay on part of IDBI Bank in dispatching them, the Card Member shall pay IDBI Bank the sum total of all dues calculated by using copies of the charge slips in his possession by the Payment Due Date or by enquiring the same by calling IDBI Bank 24 Hour Customer Care Centre.

#### **XVII. TERMS FOR INSTANT MERCHANT BASED INSTALLMENT PROGRAM**

"EMI" or "Equated Monthly Installment" means the equated monthly installment of amounts payable by the Card Member to IDBI Bank comprising of principal amount, interest and any/ or other charges, if applicable.

"Instant EMI" refers to the conversion into EMI upon request by the Card Member, of transactions performed using the Card at IDBI Bank EDC (Electronic Data Capture) terminal and/or for such online transactions, where the option for such conversion is available. IDBI Bank shall be entitled to, at its sole discretion, make available to individual Card Member, Instant EMI on the Credit Card, without prejudice to the obligation of the Card Member to make immediate payment on the incurring of the Charge, the Card Member may, seek to avail of the option of paying for certain purchases through Equated Monthly Installments (EMIs) as will be informed to the Card Member by IDBI Bank 24 Hour Customer Care Centre and as indicated in the Statement sent to the Card Member which shall be subject to the following terms:

- I. Once a Card Member has opted for payment by Instant EMIs, any subsequent change will attract a pre-closure charge as may from time to time be fixed by IDBI Bank depending upon the nature of the purchase;
- ii. In case any portion of the billed and outstanding charges are not permitted to be paid in Instant EMIs and such portion is not paid by the Payment Due Date, the same will bear and carry an interest, service charge and late payment charge at the rate and in the manner stated in Clause VI;
- iii. The Instant EMI facility will be available with respect to the Credit Card which presently comprise of the following purchases, viz.,
  - (a) New purchases at Merchant Establishment;
  - (b) Conversions of past purchases at Merchant Establishment through IDBI Bank 24 Hour Customer Care Centre.
- iv. The Instant EMI facility is available to the Card Member at IDBI Bank's sole discretion and such facility will be available:
  - (a) for such period and at such Merchant Establishments as IDBI Bank may decide;
  - (b) the interest component of the Instant EMIs will be Card Member and Merchant specific as decided by IDBI Bank;
  - (c) the amount of down payment, the amount of transaction fee, the tenure for the payment of Instant EMIs and other payment particulars will be Card Member and Merchant specific as IDBI Bank may decide. This facility of Instant EMI is not available on Business Card, Corporate Card, EMI Card and American Express card.

#### **XVIII. AUTO DEBIT FACILITY**

The Card Member may avail of auto debit facility for making the payments of the Card dues. On availing the auto debit facility, the bank account of the Card Member (details of which shall be provided to IDBI Bank) will be debited, for the amount mentioned above, on the Payment Due Date as indicated in the Statement sent to the Card Member. Provided, however, that the Payment Due Date should be a Business Day otherwise the bank account shall be debited on next Business Day. In the event of the said bank account not having sufficient funds on the Payment Due Date, the Card Member shall be liable to pay all the Charges applicable in addition to the Card dues. The Card Member agrees and confirms that all the particulars submitted to IDBI Bank by the Card Member for availing of the auto debit facility shall be correct and complete. IDBI Bank shall not be liable if the auto debit transaction is delayed or not effected at all for reasons of incomplete or incorrect information or for any reason whatsoever. The Card Member further agrees and undertakes to inform the Card Member's bank of the auto debit instructions issued in favour of IDBI Bank and not to close the said bank account without the prior consent of IDBI Bank. Such instructions cannot be withdrawn /cancelled except with the written consent of IDBI Bank.

#### **XIX. RETURNED PAYMENTS**

In case the cheque, or any other payment instrument or instruction given by the Card Member, towards payment of his Card dues, is not honoured, or must be returned to the Card Member because it cannot be processed, IDBI Bank reserves the right to initiate legal proceedings against the Card Member and will levy fee at its sole discretion and/or temporarily/permanently cancel the Card. The Card Member will also be liable to pay the cheque return charges and late payment charges or any other charges as may be decided by IDBI Bank.

#### **XX. DISPUTES**

Any charge slip, or other payment requisition, received by IDBI Bank for payment shall be conclusive proof that the charge recorded on such a charge slip or other requisition, was properly incurred by the Card Member, unless the Credit Card is lost, stolen or fraudulently misused and the same is reported as provided in Clause IX herein above, the burden of proof for which shall be on the Card Member. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardholder at a Merchant Establishment by use of the Card which is not recorded as a Charge.



Signature of the Card Member on such charge slips together with the Card number noted thereon shall be conclusive evidence of the liability incurred by the Card Member. In case of facilities availed of through the IDBI Bank 24-Hour Customer Care Centre/Bank's online channel access to the IDBI Bank 24 Hour Customer Care Center/Bank's online channel by using the PIN/Password/User-id will be conclusive proof of the Card Member effecting the transaction. IDBI Bank shall not be required to ensure that the Card Member has duly received the purchased goods or services. In the event the Card Member chooses to disagree with a charge indicated in the Statement, the same should be communicated to IDBI Bank within 60(Sixty) days of receipt of the Statement, failing which it would be construed that all Charges indicated in the Statement are in order.

## **XXI. SECURITY**

In case of a secured Credit Card the whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Credit Card by the Card Member will be secured by way of pledge/hypothecation of such securities / fixed deposits / such other assets as approved by IDBI Bank standing in the name of the Card Member singly or jointly with any other person or securities standing in the name of the third party, in the form and manner as prescribed by IDBI Bank. The Card Member shall execute all such documents in the form and manner satisfactory to IDBI Bank for creation the security. Costs involved in creation of security and completion of all other formalities, including but not limited to stamp duty, etc. shall be borne by the Card Member.

## **XXII. COLLECTIONS**

IDBI Bank shall be entitled, at the sole risk and cost of the Card Member, to engage one or, more person(s) to collect the Card Member's dues and/or to enforce any security provided by the Card Member, and IDBI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Card Member and the security as IDBI Bank deems fit. IDBI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as IDBI Bank deems fit.

## **XXIII. QUALITY OF GOODS & SERVICES**

IDBI Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Member from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Member. In connection with the special discounts/offers made by the Merchant Establishments, IDBI Bank shall not be held responsible where any of the Merchant Establishments withdraws, cancels, alters or amends these products / services. Also IDBI Bank reserves the right to change the benefits available to Card Members at any time without prior notice. It must be distinctly understood that the Credit Card is purely a facility to the Card Member to purchase goods and/or avail of services, IDBI Bank holds out no warranty or makes any representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Member with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Card Member of his obligation to pay all the Charges to IDBI Bank and the Card Member agrees to pay such charges promptly.

## **XXIV. CREDIT TRANSACTION**

A debit for a purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The Card Member must pay for the purchase transaction as it appears in the Statement to avoid any additional charges being levied. On cancellation the refund will only be credited to the Card Account (less cancellation charges) as and when received by IDBI Bank. However, on successful submission of credit charge slip by the Card Member, the credit shall be posted to the Card Account. If the credit is not posted to the Card Account within a reasonable time, the Card Member must notify IDBI Bank.

## **XXV. CHARGES MADE IN FOREIGN COUNTRIES**

The Card Member declares that the Credit Card issued to him, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time. In the event the Card Member exceeds his entitlements as per the exchange control guidelines of RBI, the Card Member shall bring the same immediately to the notice of IDBI Bank in writing. If the passport is required to be endorsed for any such charges incurred as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on the Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by the Card Member, he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the Card facility either at IDBI Bank's instance or by RBI. IDBI Bank shall be under no liability in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on IDBI Bank becoming

aware of the Card Member exceeding his entitlements. If a transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees. The conversion will take place on the date the transaction is settled with IDBI Bank, which may not be the same date on which the transaction was made. If the transaction is not in US Dollars, the conversion will be made through US Dollars, by converting the charged amount into US Dollars and then by converting the US Dollar amount into Indian Rupees. Unless a specific rate is required by applicable law, the conversion rate from US Dollar to Indian Rupees will be at the rates provided by VISA, MasterCard or any other card as issued by IDBI Bank on the settlement date, increased by a Currency Conversion Factor assessment on such transactions.

## **XXVI. IDBI BANK REWARDS SCHEME**

In IDBI Bank's Rewards Scheme, the following terms shall, unless the context otherwise admits, have the following meanings:

- (a) 'Rewards Points' shall mean Points awarded under the Rewards Scheme;
- (b) 'Delinquent Account' means an account of a Card Member which has outstandings which are past due or which, in the sole opinion of IDBI Bank, has unsatisfactory credit standing;
- (c) 'Effective Date' shall mean the date communicated periodically;
- (d) 'Scheme Termination Date' shall mean the date communicated periodically;
- (e) 'Valid Charge' means a charge incurred by and charged to a Card Member holding a Card and only such a Valid Charge shall be taken into account for award of Rewards Points;

The Rewards Scheme shall come into effect from the Effective Date and will be available to Card Members at the exclusive discretion of IDBI Bank and may vary from Card to Card. Information pertaining to the Rewards Scheme and/or the Reward Points (including without limitation the form and methodology of redemption of Reward Points, etc.) will be intimated to the Card Member by the Bank from time to time on and after the Effective Date.

Rewards Points will be awarded to a Card Member for all Valid Charges incurred on a Card. No Rewards Points will be awarded to a Card Member towards Card Membership fees, or transactions fees. IDBI Bank may award Rewards Points on a uniform basis for any other actions as IDBI Bank may decide either for a specific period or for a specific situation.

Rewards Points shall be awarded for charges on the Card not disputed by the Card Member.

Rewards Points standing to the credit of a Card Member in the Statement during the period commencing from the Effective Date and up to the Scheme Termination Date can be redeemed for gifts/other specified items/offers, as prescribed by IDBI Bank in its sole discretion, to be selected from an exclusive catalogue or at a range of participating merchant outlets, created by IDBI Bank for the Rewards Scheme. It is stated that Co-brand/ or other cards at the discretion of IDBI Bank will have individual methodologies concerning Reward Points, including without limitation in relation to the earning of the rewards points, redemption of the rewards points, etc, and the same will be intimated to the Card Member by IDBI Bank from time to time.

On redemption, the Rewards Points so redeemed will be automatically deleted from the accumulated Rewards Points in the Account.

No accumulation or redemption of Rewards Points by conversion will be permissible if on the relevant date, the Card has been withdrawn or cancelled or is liable to be cancelled or the account of the Card Member is a delinquent Account.

If at the end of the Scheme Termination Date, the Rewards Points which are not redeemed, such Rewards Points standing to the credit of the Card Member, shall lapse automatically. However, for the benefit of customers, the bank at its sole discretion may give a grace period of 45 days from the date of card closure for the Card Member to approach the bank for exception processing of the reward points in excess of redemption threshold (points less than the permissible minimum points for redemption would lapse without grace period eligibility). It may be noted that such exception would be applicable only on select modes or types of redemption, which will be determined at the sole discretion of the Bank and may be revised from time to time. It may be noted that specific card types may not be eligible for reward point redemption after card closure irrespective of points accumulated being in excess of minimum redemption threshold.

IDBI Bank's computation of the Rewards Points shall be final, conclusive and binding on a Card Member and will not be liable to be disputed or questioned. If at any time before the Scheme Termination Date, the use of the Card is withdrawn or cancelled or is liable to be cancelled, then in such event, all Rewards Points then standing to the credit of the Card Member shall ipso facto stand immediately and automatically cancelled. Even if Card Member's Membership is reinstated, the cancelled Rewards Points shall not be reinstated.

A Card Member cannot transfer any Rewards Points to any another person or combine the Rewards Points of his other Cards.

Any tax or other liabilities or charges payable to the Government or any other authority or body or any participating Merchant Partner which may arise or accrue to the Card Member by redemption as aforesaid or otherwise as a result of the Rewards Scheme, shall be to the sole Account of the Card Member.

Nothing contained in the Rewards Scheme shall be construed as a binding obligation on IDBI Bank or any participating Merchant Partner to continue the Rewards Scheme after the Scheme Termination Date or to substitute the Rewards Scheme by a new or similar scheme.

The Card Member will not hold IDBI Bank responsible for any actions, claims, demands, liabilities, losses, damages, costs, charges or expenses that a Card Member may incur in normal course of Card usage. Further, nothing contained herein will prejudice or affect the Terms and Conditions.

The terms of the Rewards Scheme shall be in addition to and not in derogation of the Terms and Conditions.

The Rewards Scheme is voluntary and it is understood that all charges are voluntarily incurred by a Card Member in normal course of Card usage.

The Rewards Scheme is a special facility made available at the pleasure of IDBI Bank and IDBI Bank expressly reserves the right at any time and with notice to Card Members, to add to and/or alter, modify, change or vary all or any of these Terms and Conditions or to replace wholly or in part, the Rewards Scheme by another scheme, or to withdraw it altogether.

Without prejudice to anything contained in the Terms and Conditions, all disputes, if any, arising out of or in connection with or as a result of the Rewards Scheme or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals at Mumbai.

Nothing contained in the Rewards Scheme shall be construed as IDBI Bank having waived any of its rights (including the levy of interest charges) under the Terms and Conditions or as prejudicing any rights of IDBI Bank thereunder.

## **XXVII. SERVICES FROM MASTERCARD & VISA GLOBAL ASSISTANCE**

The communications and arrangements for services of the emergency assistance program for IDBI Bank MasterCard and Visa Cards are provided by a third-party service provider and are paid for by Visa/MasterCard. The Card Member is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best-effort basis and may not be available due to problems of time, distance or locations. The medical and/or legal professionals suggested and/or designated by Visa/MasterCard third-party service providers are not employees of Visa/ MasterCard's third-party service providers' or employees or contractors of Visa/MasterCard and, therefore, they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. IDBI Bank or any branch of IDBI Bank does not accept any responsibility for the arrangement or use of services provided.

## **XXVIII. DISCLOSURES**

The Card Member undertakes and authorizes IDBI Bank, its Group Companies to exchange, share or part with all the information, data or documents relating to his/her application to other IDBI Bank Group Companies / banks / financial institutions / credit bureaus / agencies / regulatory authorities / statutory bodies / tax authorities / Central Information Bureaus/ such other persons as IDBI Bank / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other banks / financial institutions / credit providers / users registered with such persons and shall not hold IDBI Bank / its Group Companies liable for use of this information. In case the Card Member commits a default in payment or repayment of principal amount of any financial assistance/facilities/ financial/credit facility or interest/charges due thereon, IDBI Bank and / or the RBI will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/ or its directors/partners/ Add-On Cardholders, as applicable, as defaulters in such manner and through such medium as IDBI Bank or RBI in their absolute discretion may think fit. IDBI Bank shall disclose information relating to credit history/repayment record and/or days past due status of the Card Member in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau (specifically authorized by RBI) through Statements.

Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. IDBI Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Card Member or his / her family members), IDBI Bank may, after 15 days prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though

not yet billed to the Card Account, shall be immediately payable by the Card Member. IDBI Bank shall not be obliged to disclose to the Card Member the name of the bank or financial entity, from where it received or to which it disclosed information.

IDBI Bank/Group Companies reserve the right to retain the application forms and documents provided therewith, including photographs, and will not return the same.

## **XXIX. DEBT ASSIGNMENT**

IDBI Bank shall have the right to transfer, assign and sell in any manner, in whole or in part, the Credit Card outstandings and dues to any third party of its choice without reference or intimation to the Card Member. Notwithstanding any such sale, assignment or transfer, IDBI Bank shall be fully empowered to proceed against the Card Member. The Card Member shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstanding and dues.

## **XXX. MISCELLANEOUS**

- (i) IDBI Bank reserves the right to offer to the Card Members, whose accounts have been maintained in good standing as per the credit norms of IDBI Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. IDBI Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Card Member. Any termination of membership, because of a violation of these Terms and Conditions, shall result automatically in the termination of such facilities and services. IDBI Bank shall not be liable, in any way, to the Card Member, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the nonperformance thereof, whether by IDBI Bank, or a Merchant Establishment or any other third party. IDBI Bank reserves the right to use the information provided by the Card Member on his application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by IDBI Bank / Affiliates. IDBI Bank may use this information to develop mailing lists that may be used by companies with whom IDBI Bank shall work to develop marketing offers for the Card Members. IDBI Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Card Member of any such revisions/changes in any manner as deemed appropriate. The Card Member will be bound by such revisions/changes unless the Card is returned to IDBI Bank for cancellation before the date on which the revisions/changes are made
- (ii) The details of all transactions recorded in the Card Account of the Card Member may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Card Member and/or his family members, and for fraud prevention. In addition to the general right to set off or other right conferred by law or under any other agreement, IDBI Bank may, without notice, combine or consolidate the standing balance on the Card Account with any other account(s) which the Card Member maintains with IDBI Bank and its Group Companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Card Member's liability to IDBI Bank under his Card Account. The Card Member shall forthwith notify IDBI Bank of any change in his name, address, contact number and e-mail id for communication as stated in the application form for the Card. IDBI Bank reserves the right to change the Card Member's address in its records if such change in address comes to the notice of IDBI Bank. The responsibility shall be solely of the Card Member to ensure that IDBI Bank has been informed of the correct address for communication, and IDBI Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Card Member.
- (iii) The Card Member shall comply with all such terms and conditions as IDBI Bank or its Affiliates may prescribe from time to time for facilities/ services availed of by the Card Member. All such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of IDBI Bank or its Affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by IDBI Bank or its Affiliates for such facilities/ services, as may be prescribed from time to time.
- (iv) IDBI Bank, at its sole discretion, can appoint agents for recovery of any outstanding on the Card or initiate any other action allowed by law for recovery of all monies owing to IDBI Bank.
- (v) The Card Member shall be liable for all costs associated with the collection of dues, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent or where legal recourse for enforcement of payment has been taken.

- (vi) Where IDBI Bank acts on good faith in response to any oral or electronic instruction or inquiry by the Card Member in respect of any matter in relation to the Card, the Card Member will not be entitled to claim or allege any loss, damage, liability, expense etc., attributable, directly or indirectly, to any such good faith action of IDBI Bank and the Card Member agrees to hold IDBI Bank harmless in respect thereof.
- (vii) The total outstanding on the Card Account, together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to IDBI Bank on bankruptcy or death of the Card Member and the Card Account shall immediately stand cancelled. The Card Member's estate will be responsible for settling any outstanding on the Card Account and should keep IDBI Bank indemnified against all costs including legal fees and expenses incurred in recovering such outstanding. Pending such repayment, IDBI Bank will be entitled to continue to levy finance charges at its prevailing rate.
- (viii) The Card Member hereby authorizes IDBI Bank or its representatives to contact his/her employer, banker or any other source to obtain and/ or verify any information or otherwise that may be required.
- (ix) The Card Member hereby agrees that the Card application and copies of all documents submitted in support thereof and for the ongoing operation of the Card Account by the Card Member to IDBI Bank are and shall remain the sole and exclusive property of IDBI Bank, and IDBI Bank shall not be obliged to return the same to the Card Member upon his/her request or upon termination of this Agreement.
- (x) The Card Member agrees that IDBI Bank may send him/her reminders from time to time for settlement of any outstanding on his/her Card Account by post, fax, telephone, e-mail, cellular phone , SMS messaging and./ or engage third parties to remind, follow up and collect his/her outstandings on the Card Account.
- (xi) The Card Member agrees to comply with all applicable laws and regulations from time to time which govern or may be affected by the use of the Card.
- (xii) The forbearance, delay or failure on the part of IDBI Bank to exercise any right under this Agreement shall not operate as waiver of such a right nor preclude any further exercise of that right.
- (xiii) The Card Member is aware of all security risks, including possible third party interception of any of his/her transactions and statements of account on the Internet and the contents of his/her transactions or statements of account becoming known to third parties. The Card Member agrees and undertakes that he/she shall not hold IDBI Bank liable therefore in any way. The use and storage of any information, including without limitation, the Card number, PIN, password, account information, transaction activity, account balances and any other information available on the Cardholder's Internet access device or computer is at his/her own risk and responsibility.
- (xiv) Any notice given by IDBI Bank hereunder will be deemed to have been received by the Card Member within 7 days of posting to the Card Member's address last notified in writing to IDBI Bank or, where specifically requested, within 24 hours of sending the same via e-mail at the e-mail address specified by him/her. Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. IDBI Bank shall not be held accountable for delays in receipt of notices by post. In the event of any change in the Card Member's e-mail and/or employment and/or office and/or residential address and/or telephone numbers, the Card Member shall inform IDBI Bank promptly in writing or by e-mail and must confirm the same by mail or fax.

### **XXXI. INDEMNITY**

The Card Member undertakes and agrees to indemnify IDBI Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which IDBI Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of IDBI Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Card Member.

### **XXXII. NOTICES**

- (i) The Card Member must promptly notify IDBI Bank in writing of any changes in employment or business or address (office and/or residential) or if the Card Member intends to be away from India for more than 30 (thirty) days.
- (ii) Should the Card Member be away from India for more than 30 (thirty) days, the Card Account should be settled at least 7 (seven) days prior to departure.
- (iii) If the Card Member leaves India to take up residence elsewhere, both the Card and the Add-on Card(s) shall be returned to IDBI Bank within 14 days prior to the Card Member's departure and the use of the Card and Add-on Card(s) shall be deemed to have been terminated and clause 8 shall

apply.

- (iv) Instructions sent by the Card Member to IDBI Bank through e-mails, facsimile communication or IDBI Bank 24-Hour Customer Care Centre shall be considered valid and binding on Card Member and IDBI Bank may act upon instructions conveyed through these methods. IDBI Bank may use the originals of the e-mails, facsimile transmissions received by IDBI Bank and printed out on its receiving machine / computer as evidence in any court of law.
- (v) All Cards, PIN, Statements, demands or any other communication under these Terms and Conditions may be delivered personally or sent by post or or courier to the address notified to IDBI Bank by the Card Member at the risk of the Card Member or and such communication shall be deemed to have been served on the Card Member on the day of delivery, if delivered by hand and on the next Business Day after posting, if sent by post or courier.
- (vi) All communications under these Terms and Conditions sent to the Card Member or the Add-on Card Member shall be deemed to be communication sent to both.

### **XXXIII. SET-OFF**

- (i) IDBI Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any other account(s) of the Card Member maintained with IDBI Bank and / or its group companies, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of IDBI Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Card Member in any capacity) towards the satisfaction of the Card Member's liability under his Card Account. IDBI Bank and/ or its group companies are entitled without any notice to the Card Member, to settle any indebtedness whatsoever owed by the Card Member to IDBI Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Card Member with IDBI Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. IDBI Bank's and its group companies' rights hereunder shall not be affected by the Card Member's bankruptcy, death or winding-up. It shall be the Card Member's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.
- (ii) In addition to the above mentioned right or any other right which IDBI Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, IDBI Bank is authorized / will be entitled: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Card Member with or to any branch of IDBI Bank and/or its group companies; (b) to sell or otherwise dispose off any of the Card Members' securities or properties held by IDBI Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to IDBI Bank and/or its group companies from the Card Member, including costs and expenses in connection with such sale or disposal; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of IDBI Bank and/or its group companies.

### **XXXIV. SETTLEMENT OF DISPUTES**

All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

### **XXXV. CHANGING THESE TERMS AND CONDITIONS**

IDBI Bank shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full. IDBI Bank may communicate the amended Terms by hosting the same on IDBI Bank's website or in any other manner as decided by IDBI Bank. The Card Member shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the Customer Web Module and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation. If the Card Member does not agree with any amendment of the terms and conditions or any other change related to the Card or benefit made available on the Card, he/she may cancel the Card by cutting it in half diagonally and returning both halves to IDBI Bank.