

INDIAN BANK GLOBAL CREDIT CARD

TERMS AND CONDITIONS

CARD SERVICES

The Credit Card is the property of Indian Bank. It is not transferable and the usage is subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by Indian Bank from time to time. The Card member shall sign on the reverse of the Card immediately on receipt.

USE OF THE CARD

The Gold Credit Card is valid worldwide across Merchant Establishments that have the Visa sign. However, Indian 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 used commercially for the business of the Card member. It is clarified that the charges incurred may, in case of some Merchant Establishments, include a charge for the availment of the purchase or other facility.

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. Normally, Indian Bank shall not provide copies of the charge-slips to the Card member; however at the sole discretion of Indian Bank, copies may be provided at a charge mentioned in the Schedule of Charges.

The Card member accepts that Indian Bank may selectively agree to provide him with the facility of effecting mail order or telephone order purchases. The Card member is aware that in case of mail order or telephone 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 clear the outstandings. This dispute shall be a matter to be settled by the Card member with the concerned Merchant Establishment. Indian Bank shall not be liable, in any manner whatsoever, for the same.

(a) The Card may be used:

- Within the Credit Limit notified by Indian Bank to the Card member
- Not after the last date (expiry) of the month embossed on its face.

(b) The Card member's right to use the Card shall cease forthwith

- In the event of termination pursuant to Clause A below; or
- In the event of loss or theft of the Card

(c) The Card member agrees that he has made a standing request that renewal and/or replacement cards be issued to him until such time as the Indian Bank 24-hour Customer Care Centre is notified otherwise subject to the sole discretion of Indian Bank.

(d) The Card member undertakes to act in good faith at all times in relation to all dealings with the Cards and Indian Bank.

- (e) The globally valid Card issued to the Card member is not valid for payment in Foreign Exchange at Merchant Establishments in Nepal and Bhutan. However, in cases where the use of the Card is restricted only in India, Nepal and Bhutan, use outside India, Nepal and 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 Indian Bank to make good any loss, damage, interest, conversion, any other financial charge that Indian Bank may incur and / or suffer as a result of the Card member committing violations of the provisions thereof.
- (f) International Credit Cards can be used on Internet for any purpose for which exchange can be purchased from an authorized dealer in India.
- (g) International Credit Card cannot be used on Internet or otherwise for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, etc since no withdrawal of foreign exchange is permitted for such items/activities.
- (h) There is no aggregate monetary ceiling separately prescribed for use of International Cards through Internet.
- (i) Authorized dealers can accept payment by debit to Credit Card for exports made out of India irrespective of whether the importer client is on a visit to India or not. Therefore, authorized dealers may receive payment for exports made out of India by debit to the Credit Card of an importer, where the reimbursement from the Card issuing bank/organization will be received in foreign exchange.
- (j) Indian Bank reserves unto itself the absolute discretion and liberty to decline or honour the authorization requests on the Card without assigning any reason.
- (k) The Card member agrees that he will not use the Card as payment for any illegal purchase.

CLAUSE A

(a) Breach: In the event of any breach 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 Indian Bank, upon demand, all amounts outstanding from the Card member to the Indian Bank, whether due or payable to Indian Bank on the date of such demand or not.

(b) Termination:

- (i)
 - (A) The Card member may at any point of time, by notice in writing to Indian Bank, request for termination of Card Account.
 - (B) Such a 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 Indian Bank.
 - (C) Save as aforesaid, neither of the Card Account nor any Card may be terminated by the Card member.

(ii) If Charges are incurred on the Card after the Card member claims to have destroyed the Card, the Card member shall be entirely liable for such charges, whether or not the same are the result of the misuse and whether or not Indian Bank has been intimated of the destruction of the Card.

(iii) Indian Bank may at any time, with or without notice, as to the circumstances in Indian Bank's absolute discretion require, terminate the Card Account or any other Card.

(iv) On termination of the Card Account, and notwithstanding any prior agreement between Indian Bank and the Card member to the contrary:

- (A) the total of all 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 as applicable from time to time.

CHARGES

Charges comprise each of the following:

Voluntary Charges: -

- 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 Indian Bank to debit the Card Account by virtue of a Transaction Instruction

Involuntary Charges:-

- Any fees charged by Indian Bank in respect of a Card Account or a Card, including joining, annual, replacement, renewal, handling, late payment and other fees, as applicable.
- The joining/annual fees will be debited to the Card Account at Indian Bank's prevailing rates. These fees are non-refundable.
- An annual fee towards renewal of membership payable by the Card member on or before the first anniversary of the Card.
- Service charges on specific types of transactions

The method of computation of Involuntary Charges will be as notified by Indian Bank from time to time.

- Indian Bank's record of the amount of any charge shall, in the absence of the manifest error, be final and binding on the Card member, and shall be conclusive in any case where Indian Bank has effected any payment pursuant to a Voluntary Charge.
- Delayed or Amended Charges: (A) 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 (B) A delayed or amended charge must be processed to the Card member's Account within 90 calendar days of the Transaction Date of the related Transaction. (C) These services 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 purchased aboard a Cruise Line Vessel.

- **Charges in Foreign Currency:** In respect of Cards other than Global Cards, Indian Bank will not be bound to take cognizance of, and will not be liable in any manner whatsoever in respect of any charges incurred in the territories other than Nepal and Bhutan which are incurred in foreign currency. Without prejudice to the aforesaid, any payment of such charges made 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 Indian Bank. Indian Bank shall be fully indemnified and held harmless against all consequences of such payments, by the concerned Card member.
- **Transactions with Airlines/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 Indian Bank. However, on successful submission of the credit charge slip by the Card member within the 150 days from the date of cancellation and enclosing a letter confirming the date of purchase and date of cancellation along with 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 Credit Card Account. A transaction fee as applicable will be levied. Please refer Schedule of Charges for details.
- **Transaction at Fuel Stations:** When the Card member uses the Card to pay the fuel, he will be charged a transaction fee as mentioned in the Schedule of Charges.

Without prejudice to the other rights of Indian Bank hereunder, in case of delay in payments (for details, refer the Payment Clause), Indian Bank reserves to itself 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, Indian Bank or its appointed representative/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 Indian Bank for related and incidental matters including charges for renewal/replacement of the 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 for charges, refer to the Schedule of Charges.

1. The Cardmember shall become liable as soon as a charge has been incurred by use of a Credit Card, if there were any outstandings (whether billed or not) remaining unpaid as on a Payment Due Date then such outstanding shall bear and carry a service charge. For details on Charges, refer to Schedule of Charges.

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 Indian Bank
- Where the charge is in respect to withdrawal of cash, from the date of such withdrawal up to the date of receipt of payment by Indian Bank.

Please note: Jewellery and Electronic charges are approved selectively after a special review, after the first six months of membership.

2. Without prejudice to the liability of the Cardmember to immediately pay all charges incurred, the Cardmember may exercise the option to pay on or before the Payment Due Date, only the Minimum Amount Due indicated in the Statement. The Minimum Amount Due shall be 5% of the Total Amount Due or such other amount as may be determined by Indian Bank at its sole discretion. If there is some unpaid Minimum Amounts Due of the previous statements, these will also be added (along with appropriate interest) to the Minimum Amount Due of the current Statement. If the total outstanding is more than the Credit Limit, then the amount by which the Credit Limit has been exceeded will also be included in the Minimum Amount Due. If the Card member's Cash Withdrawal exceeds his Cash Limit, then his Minimum Amount Due shall be either 5% of his Total Amount Due (calculated as described above) or the amount by which he has exceeded his Cash Limit, whichever is higher. Where this option is exercised, the same shall be subject to the following terms and conditions: (A) All charges incurred by the use of the Card shall bear and carry a service charge at a rate and in a manner stated under (1 above). (B) Any portion of the Minimum Amount Due remaining unpaid shall be carried forward and will be added to Minimum Amount Due for the next statement and bear and carry interest as stated in (A) above. If payment is made for the Minimum Amount Due or for any part payment amount less than the total amount due, service charges will be applied on the total outstanding balance from the date of purchase, and on fresh purchases that are incurred subsequently, till subsequent date of payment.

In addition, Minimum Amount Dues remaining unpaid after the Payment Due Date will attract a late payment charge. For details on charges, refer Schedule of Charges. When any Minimum Due Amount or portion thereof has been paid, it shall cease to attract interest from the date on which such payment has been received by Indian Bank.

- Indian Bank may, at its sole discretion, at any time, without prior notice, withdraw this payment option in relation to any Cardmember.
- Indian Bank will assign a Credit Limit to a Card Account, which must not be exceeded at any time. However, if the total outstanding exceeds the Credit Limit, an additional charge will be levied on the excess amount. For details on charges, refer Schedule of Charges. The Cardmember may apply for a review of this Credit Limit on completion of 12 months of membership. Alterations in the Credit Limit will be at the sole discretion of Indian Bank.

Note: If the payment for the total Amount Due is received by Indian Bank on or before the Payment Due Date, no service charge shall 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.

CASH WITHDRAWAL

The Cardmember can use the Card to access emergency cash from Automated Teller Machines (ATMs) of select Indian Bank locations or correspondent banks/other locations as described periodically by Indian Bank.

The total Amount that can be withdrawn under this facility at any point of time should not exceed the available Cash Limit as specified by Indian Bank for each Cardmember. The Cardmember is advised to retain the record of the transaction, generated by ATM, with him. A transaction fee would be levied on all cash withdrawals and would be billed to the Cardmember in the following

Statement. In addition, all Cash Withdrawals would also attract a service charge calculated on an average daily outstanding balance method from the date of withdrawal. The service charge will be debited to the Card Account at Indian Bank's prevailing rate. The transaction fees and service charges as mentioned above are non-refundable. For details on charges, refer Schedule of Charges.

INSURANCE BENEFIT

The Cardmember may be offered various Insurance Benefits from time to time by Indian Bank through a tie up with the Insurance Company. The Cardmember specifically acknowledges that in all cases of claim, the Insurance company will be solely liable for settlement of the claim, and he will not hold Indian Bank responsible in any manner, whether for compensation, recovery of compensation, processing of claims or for any reason whatsoever. The Cardmember confirms that the Insurance Company is absolved of all its liability by releasing approved dues to the nominee of the Cardmember whose name and signature, duly witnessed, appears on the Insurance Nomination Form forwarded by the Cardmember to Indian Bank. Any change in the nomination will be intimated to Indian Bank by the Cardmember in writing.

The Cardmember further acknowledges that the insurance benefits so provided will be available to the Cardmember only so long as the Cardmember is and remains a Cardmember of Indian Bank with his Card Account being good and regular. In the event of the Card facility being terminated for whatever reason, all such insurance benefits will automatically and ipso facto cease to be available from such date of cessation of membership. Indian 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 Indian Bank to continue these benefits. Separate Terms and Conditions determined by the Insurance Company apply for various Insurance Policies.

For details on Insurance offerings on the Card, refer the Brochure.

LOST, STOLEN OR MISUSED CREDIT CARDS AND LIABILITY THEREAFTER

The Cardmember is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused.

If a Card is lost or stolen, the Cardmember must report the loss/theft to Indian Bank forthwith, Indian Bank will, upon adequate verification, suspend the Card Account.

The Cardmember must also file a report with the local police station in case of loss due to theft/burglary and send a copy of the same to the Credit Card Centre of Indian Bank.

Cards, which have been reported lost, or stolen or damaged, cannot be used again, even if found or said to be in a non-damaged condition subsequently. In case of Card reported as lost or stolen, which is subsequently found, the Cardmember should immediately break the Card into two/four pieces, and send the same, at the cost of the Cardmember, to Indian Bank for cancellation / declaration.

The Cardmember shall be liable for all authorized transactions on the Card up to the date of reporting of the loss/theft/damage.

The Cardmember shall be fully liable for: (a) any unauthorized use of the Card for the period preceding the said 48 hours period (as counted from the end of day of reporting of the loss/theft); and/or (b) all authorized transactions on the Card irrespective of the 48 hour period preceding the reporting of the loss/theft, or the period preceding such 48 hours.

No liability shall attach to the Cardmember for any unauthorized transactions done on the Card after the reporting of the loss/theft of the Card and upon Indian Bank having suspended the Card Account.

EXCLUSION OF LIABILITY

Without prejudice to the foregoing, Indian Bank shall be under no liability whatsoever to the Cardmember 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 to honour or accept a Card
- c) The malfunction of any computer terminal
- d) The giving of Transaction Instruction other than by a Cardmember
- e) Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction
- f) Handing over of the Card by the Cardmember to anybody other than designated employees of Indian Bank
- g) Indian Bank exercising its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether by Indian Bank, or any person or computer terminal
- h) The exercise by Indian Bank of its right to terminate any Card or the Card Account
- i) Any injury to the credit character and reputation of the Cardmember 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
- j) Any mis-statement, misinterpretation, error or omission in any details disclosed by Indian Bank.

In the event a demand or claim for settlement of outstanding dues of the Cardmember is made, either by Indian Bank or any person acting on behalf of Indian Bank, the Cardmember 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 Cardmember, in any manner.

BALANCE TRANSFER FACILITY

Under the Balance Transfer facility, Indian Bank at its sole discretion, permit the Cardmember to transfer all or part of his outstanding balances on Credit Cards, other than cards issued by Indian Bank, to his Indian Bank Easy Deposit Card Account. For details on charges, refer Schedule of Charges.

Indian Bank shall send the demand draft to the mailing address of the Cardmember, favoring the other Issuer for crediting the Card Account of the Cardmember with such other Issuer for the approved transfer amount.

Indian Bank shall not be liable for any overdue payments or service charges incurred by the Cardmember in respect of his other Credit Cards. The Cardmember should continue to make payments until he receives a confirmation in a future statement that his Card Account has been credited with the amounts sent by the other Credit Card Company.

SUPPLEMENTARY CARD

Indian Bank at its sole discretion shall provide the facility of a Supplementary Card to the family members of the Primary Cardmember on such Terms and Conditions as decided by Indian Bank from time to time. The holder of any Supplementary Card and the Primary Cardmember, authorizing its issuance, are jointly and severally bound by these Terms and Conditions and the Primary Card Member, though primarily responsible, assumes joint and several liability for all charges incurred by the Supplementary Card Member.

The facility of a Supplementary Cardmember, being a special facility at a concessional fee/rate, continuation of the membership of the Supplementary Cardmember will be solely dependent on the continuation of membership of the Primary Cardmember.

BILLING

All Cardmembers will be billed on a monthly basis for all charges incurred by the use of the Card and for all charges applicable to the Card Account. However there may be no Statement generated for the period in which there has been no outstanding due and no transaction on the Account in the past month.

PAYMENT

On receipt of the Statement, the Cardmember must send his payment, using a local cheque, to Indian Bank for the Total Amount Due as indicated in the Statement or an amount equal to or more than the Minimum Amount Due by the Payment Due Date. Any credit given in respect of the purchase of goods and/or services will be applied by Indian Bank to the Card Account only after Indian Bank receives the notification in an acceptable form. Indian Bank will be entitled, but not bound, to give effect to any instructions given by the Cardmember 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 Cardmember with Indian 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 Indian Bank, by the Cardmember, his successors, nominees, legal heirs, in the event of his death or permanent incapacity (after adjustment of Credit Shield benefit*) or insolvency or winding up of the business of the Cardmember. *For details on Credit Shield benefit, refer Brochure. In the event of non-receipt of the Statement, for any reason whatsoever, the Cardmember undertakes to pay Indian Bank the sum total of all dues calculated by using copies of the charge-slips in his possession. The Cardmember 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 Indian Bank, under which the Cardmember is enjoying any financial/credit/other facility, then, Indian Bank shall at its sole discretion, without prejudice, exercise all or any of its rights, as set out in these Terms and Conditions. Any notice concerning, payments given by Indian Bank hereunder will be deemed to have been received by the Cardmember within 7 days of mailing to the Card member's mailing address last notified in writing to Indian Bank.

Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. Indian Bank shall not be held accountable for delays in receipt of notices.

AUTODEBIT FACILITY

The Cardmember may avail of auto debit facility for making the payments of the Card dues. In case of any person being enrolled as Cardmember through usage of Phone Banking channel only on account of such person being an account holder of Indian Bank, the requirement of making payment on the Minimum Amount Due through the Auto Debit facility is mandatory for the first 6 months of the issuance of the Card, and the first usage of the Card shall constitute the Cardmembers' authorization to Indian Bank to do so. In case the account being held or operated jointly with another person, the first usage of the Card shall constitute the authorization of Auto Debit being provided by all such account holders. On availing/applicability of the Auto Debit facility, the bank account of the Cardmember (details of which shall be provided to Indian Bank or as are available with Indian Bank), will be debited for the amount mentioned above, on the Payment Due Date as indicated in the Monthly Statement of Charges sent to the Cardmember. The Cardmember agrees and confirms that in the event of the said bank account not having sufficient funds on the Payment Due Date, the Cardmember shall be liable to pay late payment charges in addition to the Card dues. The Cardmember agrees and confirms that all the particulars submitted to Indian Bank by the Cardmember for availing of the Auto Debit facility shall be correct and complete. Indian 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 Cardmember further agrees and undertakes to inform the Card member's bank of the Auto Debit instructions issued in favor of Indian Bank; and not to close the said bank account without the prior consent of Indian Bank. Such instruction cannot be withdrawn/cancelled except with the written consent of Indian Bank.

RETURNED PAYMENTS

In case the cheque, or any other payment instrument given by the Cardmember, towards payment of his Card Account dues is not honoured, or must be returned to the Cardmember because it cannot be processed, Indian Bank reserves the right to proceed legally against the Cardmember and would, at its sole discretion, levy a penal fee and/or temporarily/permanently cancel the Card. The Cardmember will be liable to pay the Cheque Return Charges and Late Payment Charges. For details on charges, refer Schedule of Charges.

DISPUTES

Any charge-slip, or other payment requisition, received by Indian Bank for payment shall be conclusive proof that a charge recorded on such a charge-slip or other requisition, was properly incurred by the Cardmember, unless the Credit Card is lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardmember. The other payment requisition referred to in this clause include any and all payments pertaining to permissible expenses incurred by a Cardmember at a Merchant Establishment by use of the Card, which is not recorded as a charge. Signature of the Cardmember on such charge-slips together with the Card number noted thereon should be the conclusive evidence of the liability incurred by the Cardmember. In case of facilities availed of through the access to Indian Bank 24-Hour Customer Care Centre by using the TPIN will be conclusive proof of the Cardmember effecting the transaction. Indian Bank shall not be required to ensure that the Cardmember has duly received the purchased goods and services.

Should the Cardmember choose to disagree with a charge indicated in his Statement, the same should be communicated to reach Indian Bank within 20 days of receipt of the Statement, failing which it would be construed that all charges indicated in the Statement are in order.

COLLECTIONS

The Cardmember hereby unconditionally agrees and confirms that Indian Bank has a right, to appoint agents for recovery of outstandings, or to initiate any action allowed by law for recovery of money owed to Indian Bank. The Cardmember shall be liable for all costs associated with the collections of dues, legal expenses and decretal amounts with the interest, should it become necessary to refer the matter to any agent or where legal resources for enforcement of payment have been deployed.

QUALITY OF GOODS AND SERVICES

Indian Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardmember from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardmember. It must be distinctly understood that the Credit Card is purely a facility to the Cardmember to purchase goods and/or avail of services, Indian Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Cardmember with the Merchant Establishment without involving Indian Bank. The existence of the claim or dispute shall not relieve the Cardmember of his obligation to pay all the charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.

CREDIT TRANSACTION

A debit for a purchase and a subsequent credit for cancellation of the transaction like cancellation of Air/Rail tickets are two separate transactions. The Cardmember must pay for the purchase transaction as it appears in the Statement to avoid any additional charges being levied. On cancellation, the refund would only be credited to the Card Account (less cancellation charges) as and when received by Indian Bank. However, on successful submission of credit Charge-lip by the Cardmember, the credit shall be posted to the Card member's Account. If the credit is not posted to the Card Account within a reasonable time, the Cardmember must notify Indian Bank.

CLOSURE OF ACCOUNT

Indian 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 thereof. In case of a temporary withdrawal, the privileges may be reinstated by Indian Bank at its sole discretion. In case of a permanent withdrawal, Indian Bank has a right to refuse membership to the Cardmember 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. 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 Cardmember agrees to surrender the Credit Card to Indian Bank, or its representative or a Merchant Establishment, upon being requested to do so. Use of Credit Card after the notice of withdrawal of its privileges is fraudulent and renders the Cardmember liability to legal proceedings. Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the mailing address of the Cardmember, known to Indian Bank, would have been received in the ordinary course of post. Notice of withdrawal may also be deemed given by an oral or written request made by a Merchant Establishment on behalf of Indian Bank.

The Cardmember may at any time, by notice in writing to Indian Bank, request for termination of a Card Account. Such a 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 the magnetic stripe have been cut, and has been received by Indian Bank. Save as aforesaid, the Cardmember may terminate neither the Card Account nor any Card. In case charges are incurred on the Card after the Cardmember claims to have destroyed the Card, the Cardmember 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 Indian Bank has been intimated of the destruction of the Card.

CHARGES MADE IN FOREIGN COUNTRIES

The Cardmember declares that the Indian Bank Credit Card issued to him, if used overseas, shall be utilized strictly in accordance with the relevant exchange control regulations issued and as amended by the Reserve Bank of India from time to time. In the event, the Cardmember exceeds his entitlements as per the exchange control guidelines of the Reserve Bank of India, the Cardmember undertakes to bring the same immediately to the notice of Indian Bank in writing. Further, the Cardmember also understands and agrees that if the passport is required to be endorsed for any such charges incurred as stipulated by the Reserve Bank of India, the onus of getting the passport so endorsed lies entirely on him and in the event of any failure to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be liable for any action under Foreign Exchange Management Act, 1999 as amended, and be debarred from the Card facility either at Indian Bank's instance or by the Reserve Bank of India. Indian 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 Reserve Bank of India guidelines issued from time to time, on Indian Bank becoming aware of the Cardmember exceeding his entitlements. All charges in foreign currency will be billed in the Card member's billing Statement in Indian Rupees. The Cardmember hereby authorizes Indian Bank to convert charges incurred in foreign currency to the Indian rupee equivalent thereof at such rate as Indian Bank may from time to time designate.

DISCLOSURES

The Cardmember acknowledges that the information on his usage of credit facilities is exchanged among banks and financial entities that provide credit facilities. Acceptance of an application for Credit Card is based on no adverse reports of the Card member's creditworthiness. Indian Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card member's credit facility. Based on the receipt of adverse reports (relating to creditworthiness of a Cardmember or his family members), Indian 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 Cardmember. Indian Bank shall not be obliged to disclose to the Cardmember the name of the bank or financial entity, from where it received or to whom it disclosed information.

DEBT ASSIGNMENT

Indian 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 Cardmember. Notwithstanding any such sale, assignment or transfer, Indian Bank shall be fully empowered to proceed against the Cardmember. The Cardmember shall be liable for all costs or expenses on account of any such assignment, sale or transfer and recovery of outstandings and dues.

MISCELLANEOUS

Indian Bank reserves to itself the right to offer Cardmembers, whose Accounts have been maintained in good standing as per the credit norms of Indian Bank, certain facilities, memberships and services at such fees and such Terms and Conditions as it may deem fit. Indian 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 Cardmember.

Any termination of membership, because of a violation of this agreement, shall result automatically in the termination of such facilities and services. Indian Bank shall not be liable, in anyway, to the Cardmember in case of defect or breach in the performance of carrying out such facilities, memberships or services or non-performance thereof, whether by Indian Bank, or a Merchant Establishment or any other third party.

Indian Bank reserves to itself the right to use the information provided by the Cardmember on his application during surveys, information from external sources, including consumer reports for marketing activities carried out by Indian Bank/affiliates. Indian Bank may use this information to develop mailing lists that may be used by companies with whom Indian Bank shall work to develop marketing offers for the Cardmembers. Indian Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardmember of such revisions/changes in any manner as deemed appropriate.

The Cardmember will be bound by such revisions/changes unless the Card is returned to Indian Bank for cancellation before the date on which the revisions/changes are made. The details of all transactions recorded in the Card Account of the Cardmember may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Cardmember and/or his family members, and for fraud prevention. In addition to the general right to set off or other rights conferred by law or under any other agreement, Indian Bank may, without notice, combine or consolidate the outstanding balance on the Card Account with any other account(s) which the Cardmember maintains with Indian 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 at Indian Bank under his Card Account.

The Cardmember shall forthwith notify Indian Bank of any change in his address for communication as stated in the application form for the Card. Indian Bank reserves the right to change the Card member's address in its records if such change in address comes to the notice of Indian Bank. The responsibility shall be solely of the Cardmember to ensure that Indian Bank has been informed of the current address for communication, and Indian Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardmember.

The Cardmember agrees to adhere to and comply with all such terms and conditions as Indian Bank or its affiliates may prescribe from time to time for facilities/services availed of by the Cardmember and hereby agrees and confirms that all such transactions effected by and through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centers, teleservice operations (whether voice, video data or combination thereof) or by means of electronic, computers, automated machines network or through other means of telecommunication, established by or on behalf of Indian 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 Indian Bank or its affiliates for such facilities/services, as may be prescribed from time to time.

The Cardmember hereby agrees that in case the Cardmember commits a default in payment or repayment in principal amount of the loan/financial/credit facility or interest/charges due thereon Indian Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish the details of the default and the name of the Cardmember /or its directors/partners/ Supplementary Cardmembers, as applicable, as defaulters in such manner and through such medium as Indian Bank or Reserve Bank of India, in their absolute discretion, may think fit.

The Cardmember hereby authorized Indian Bank and its agents to exchange, share or part with all the information relating to the Card member's loan details and repayment history information and all information pertaining to and contained in this Agreement to other Indian Bank Group Companies/Banks/Financial Institutions/Credit Bureaus/Agencies/Statutory Bodies as may be required and undertakes not to hold Indian Bank/All other Group companies of Indian Bank and their agents liable for use of the aforesaid information.

SETTLEMENT OF DISPUTES

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

CHANGING THESE TERMS AND CONDITIONS

Indian Bank reserves the right to change, at any time, these 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. The Cardmember shall be liable for all changes incurred and all other obligations under these revised Terms and Conditions until the Account is repaid in full.

