



TERMS AND CONDITIONS GOVERNING DEBIT CARDS

These terms and conditions (hereinafter “T&C”) form the contract between the Cardholder and the Bank. By applying for Debit Card, or by acknowledging receipt of the Debit Card in writing, or by performing a transaction with the Debit Card or by requesting POS activation of the Card or activation through ATM or by requesting through the USFB Customer Care Centre or after expiry of thirty (30) days of dispatch of the Debit Card to his/her address on record, the Cardholder acknowledges that he/she has/have read, understood and accepted the T&C. The Bank reserves the right to change, modify or amend the T&C periodically or from time to time and the Cardholder shall be responsible for regularly reviewing such changes, modifications or amendments as may be hosted/published on the Website (as defined hereunder) or at any branch of the Bank. In case the Cardholder has an existing banking relationship with the Bank, the T&C shall be in addition to and not in derogation to the terms and conditions applicable for the concerned banking product availed by the Cardholder, as updated on the Website, and all such terms and conditions shall continue to apply for the banking products availed by the Cardholder.

1. Definitions:

- 1.1. **‘ACR’** shall mean Automated Cash Recycler, which is a type of Automated Teller Machine that handles cash acceptance and cash dispensing. It also stores money securely, keeps an accurate account of cash on hand and automates the cash cycle.
- 1.2. **‘Applicable Law’** means any statute, law, regulation, ordinance, rule, judgement, order, decree, ruling, byelaw, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, whether in effect as of the date of issuance of Debit Card or at any time thereafter.
- 1.3. **‘ATM’**, refers to Automated Teller Machine in India, whether of the Bank, or of any other bank/s or third party on specified shared network, at which amongst other things, the Cardholder can use his/her Debit Card to access his/her funds in his/her Account(s) held with the Bank.
- 1.4. **‘Account’**, refers to the Cardholder’s Savings Account/Current Account that has been designated by the Bank to be eligible account(s) for the valid operation of the Debit Card. The cardholder should be either the account holder or sole signatory or authorised to act alone when there is more than one account holder/signatory.
- 1.5. **‘Accountholder’** shall mean Individuals, Proprietorships, Trusts, Association of Persons, Societies, Clubs, Partnership Firms, Limited Liability Partnerships, or Companies holding an Account with the Bank. Provided, however, in case of Savings Account, the expression ‘Accountholder’ refers to only individuals holding such account with the Bank.
- 1.6. **‘Bank’**, means Ujjivan Small Finance Bank Limited a company incorporated under the provisions of the Companies Act, 2013 and a Banking Company within the meaning of the Banking Regulation Act, 1949 having its Registered Office and Head Office at Grape Garden, 3rd A Cross, 18th Main, 6th Block, Koramangala, Bengaluru, Karnataka, PIN 560 095 and operating through its branches (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).
- 1.7. **‘CVV’** or **‘Card Verification Value’**, means a 3 digit code printed on the reverse side of the Debit Card.
- 1.8. **‘Card’** or **‘Debit Card’**, refers to the Ujjivan Small Finance Bank Debit Card including Virtual Debit Cards issued by the Bank to a Cardholder.
- 1.9. **‘Cardholder’**, or similar pronouns shall, where the context so admit, refer to person(s) to whom a Debit Card is issued or one who is authorized to use an issued Debit Card to operate on a nominated account(s), and includes the Accountholder.
- 1.10. **‘Competent Authority’** means the Government of India (“**Gol**”), RBI or the government of any state of India or any ministry, department, local authority, statutory or regulatory authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity or commission under the direct or indirect control of Gol or RBI or the government of any state of India or any political subdivision of any of them or owned or controlled by Gol or RBI or the government of any state of India or any of their subdivisions, or any court, tribunal or judicial



- 1.11. body within India or any legislative, judicial or executive authority, department, Ministry or Public or Statutory Person whether autonomous or not, of Gol or RBI.
- 1.12. **'Merchant'** means any person who owns or manages or operates a Merchant Establishment.
- 1.13. **'Merchant Establishments'** shall mean establishments wherever located which accept/honour the Card and shall include amongst others: stores, shops, restaurants, e-commerce (e-Com), other digital platforms/online portals, airline organisations etc. advertised by the Bank or RuPay or otherwise.
- 1.14. **'NPCI'** or **'National Payment Corporation of India'** means an umbrella organisation for operating retail payments and settlement systems in India, set up under the provisions of the Payment and Settlement Systems Act, 2007.
- 1.15. **'OTP'** or **'One-Time Password'** is an automatically generated numeric or alphanumeric string of characters that authenticates the user for a single transaction or session.
- 1.16. **'PIN'**, means the Personal Identification Number (required to access ATMs/POS/other Merchant Websites etc.) allocated to the Cardholder by the Bank, chosen/modified by Cardholder from time to time.
- 1.17. **'POS Terminal'** refers to the point of sale (POS) electronic terminals at Merchant Establishments, capable of processing card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.
- 1.18. **'RBI'** refers to the Reserve Bank of India.
- 1.19. **'Registration Information/Data'** shall mean the information shared by the Cardholder during the registration transaction such as Image, Personalized Phrase, OTP and/or PIN.
- 1.20. **'Statement'**, means a periodic statement of Account sent by the Bank to a Cardholder setting out the transactions carried over by the Cardholder during the given period and the balance on that Account. It may also include any other information that the Bank may deem fit to include.
- 1.21. **'Transaction'**, means any instruction given by a Cardholder by using his/her Debit Card directly or indirectly, to the Bank to effect action on the Account. (Examples of transactions can be retail purchases, cash withdrawals, cash/cheque deposits, etc).
- 1.22. **'Tax'** includes any and all direct and indirect (including goods and services tax), present and future taxes, including without limitation any tax, levy, impost, duty, demand, cess, fees, revenues, surcharge, claims, public demands or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).
- 1.23. **'USFB Customer Care Centre'** refers to the Phone Banking Service provided by the Bank, which shall be available to all Cardholders. All Cardholders availing of the USFB Customer Care Centre shall be bound by the terms and conditions stipulated by the Bank in this regard. The call centre can be reached 24 X 7 all throughout 365 days a year at 1800 208 2121 or customercare@ujjivan.com.
- 1.24. **'Website'** or **'Official Website of the Bank'** means the website of the Bank, presently being www.ujjivansfb.in.
- 1.25. **'Welcome Kit'** refers to an envelope that will be given to a customer by the Bank when he/she opens a new account, and Welcome Kit includes, *a personalised Debit Card*.
- 1.26. Interpretations:
 - i. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
 - ii. Words importing any gender include the other gender.
 - iii. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
 - iv. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the Terms.
 - v. The rules of interpretation as set out in the General Clauses Act shall, unless it is repugnant to the subject or context thereof, apply to the T&C as if incorporated herein.

2. Issue of Debit Card:

- 2.1 The T&C shall apply for issuance and usage of Debit Card offered by the Bank to the Cardholder and/or any person as may be specified by the Cardholder.
- 2.2 The issue and use of the Debit Card shall be subject to the prevalent processes and policies of the Bank, framed in conformity with the guidelines issued by the RBI from time to time.



- 2.3 The Bank reserves the right to issue Debit Card, or deny issuance, based on the mode of operation of the Account.
- 2.4 Debit Card would be issued based on the request submitted by the Accountholder, either at the time of opening the Account or subsequent to opening of the Account. Request may be submitted through various channels permitted by the Bank from time to time. However, if the Bank so insists, the applicant needs to visit the concerned branch and complete such processes stipulated by the Bank. The Accountholder should provide complete, correct, honest and current information as required by the Bank. The Accountholder shall be deemed to have assured that every information provided to the Bank are true and that the Accountholder/Cardholder is legally entitled to use the Card. If the Bank has reasonable grounds to suspect that the Accountholder has provided any data that is/are untrue, inaccurate, not current or incomplete, the Bank reserves the right to refuse the request for issuance of Debit Card, or suspend or terminate the Debit Card.
- 2.5 The Accountholder needs to choose the variant of Debit Card he/she desires.
- 2.6 The Debit Card and the related PIN will be issued by the Bank with due care in the name of the Cardholder and the Bank shall not disclose the details of the Debit Card (including PIN or CVV) to any third party, except to the Cardholder. The Cardholder will be responsible to keep the Debit Card under his/her safe custody, without divulging its details, including the PIN and CVV, to anyone.
- 2.7 Virtual Debit Cards will be issued to select customers only. Virtual Debit Cards can be activated instantly at the time of account opening. The Cardholder has to enable Ecom transactions in internet banking/mobile banking to start using the service.
- 2.8 At the time of issuance (or re-issuance) of Debit Card (physical and virtual) shall be enabled for use only at contact-based points of usage (viz. ATMs and Point of Sale (PoS) devices).
- 2.9 The Bank may, subject to its guidelines framed from time to time, provide the Cardholder facility for enabling card not present transactions, and contactless transactions.

3. PIN Generation:

- 3.1 The Cardholder will have the option to generate a green PIN through channels like ATM, internet banking, and mobile banking to generate his/her own PIN.
- 3.2 The Debit Card needs to be activated at first through a PIN-based transaction at any ATM, internet banking, and mobile banking. The mechanism for generation of PIN will be informed by the Bank, from time to time.

4. Confidentiality and Security of Registration Information:

- 4.1 The Cardholder is liable entirely for maintaining confidentiality of the Registration Information/Data viz. Image, Phrase, PIN, CVV and other verification information used in relation to Debit Card. All activities that occur using the Registration information/Data will be the sole responsibility of the Cardholder.
- 4.2 The Cardholder is responsible not to share information which enables access/usage of the Debit Card by any third party. The Cardholder should immediately notify the Bank of any unauthorized use of Registration information/Data, unauthorized use of the Debit Card or any other breach of security.
- 4.3 The Bank is permitted to store the Registration information/Data in their databases and to disclose the same if required to do so by Applicable Law, in good faith believing that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce these T&Cs.
- 4.4 Where the Account is held in joint names (and the Bank considers issuance of Debit Card in such Account), all the joint holders (jointly and severally, irrespective of the mode of operation), shall be responsible for all transactions effected using the Debit Card, whether or not the transaction(s) is/was/are/were authorised by the Cardholder.
- 4.5 The Cardholder shall not share information like Debit Card details, PIN, CVV, OTP, Card Expiry Date, UPI PIN to anyone. The Bank never asks for such details.
- 4.6 For disabling or blocking the Debit Card the Cardholder may use mobile banking, internet banking, SMS, IVR or such other mode as may be permitted by the Bank from time to time.

5. Rules of Liability:

- 5.1 The Bank will not force the Accountholder to avail Debit Card facility and issuance of Debit Card facility is not linked to availing any other banking product of the Bank.



- 5.2 The Bank shall not be liable for any loss or damage arising from failure of the Cardholder in complying with/adhering to the T&C.
- 5.3 The Bank has no liability for the Cardholder's internet access or password obtaining device (such as computer or mobile phones etc.) or proper functioning of its hardware or software before, during or after in connection with the usage of the Debit Card.
- 5.4 The Bank does not take liability of failed transactions which are incomplete due to any reason.
- 5.5 The Account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the Debit Card. The Cardholder shall use/transact through the Debit Card by ensuring that requisite funds (as are required to be maintained as per the applicable terms and conditions governing the Account) are available in the Account.
- 5.6 The Cardholder shall not be entitled to overdraw the Account or use the Debit Card for withdrawing funds in excess of overdraft/credit limit, if any, granted by the Bank.
- 5.7 Debit Card with no online or e-Com transactions as on 30th September 2020 will be blocked with an option to unblock it on internet banking/mobile banking platform. For Debit Cards issued from 01st October 2020, online or e-Com transaction facility shall be disabled, and the Cardholder need to activate the facility by using internet banking/mobile banking.
- 5.8 The Bank reserves the sole right of renewing the Debit Card on expiry or ahead of its expiry, subject to satisfactory evaluation of the conduct of the Account and/or usage of the Debit Card. The Debit Card will be sent to the Cardholder before the expiry of the Debit Card.
- 5.9 The Bank may, in its absolute discretion issue a new PIN on the existing Debit Card.
- 6. Internet Frauds:** The internet per se is susceptible to a number of frauds, misuses, hacking and other actions. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions which could affect the use of the Debit Card.
- 7. Operational Issues:** Every effort is made to keep the server of the Bank up and running smoothly. However, the Bank takes no responsibility for, and will not be liable for, the server being temporarily unavailable due to operational issues beyond control of the Bank.
- 8. Obligations of the Cardholder, and usage and validity of the Debit Card:**
 - 8.1 The Cardholder shall:
 - 8.1.1 Change the PIN provided by the Bank after the first usage and choose another PIN as a safety measure for secured usage of the Debit Card.
 - 8.1.2 Be responsible for all facilities granted by the Bank and for all related charges and shall act in good faith in relation to all dealings with the Debit Card and the Bank.
 - 8.1.3 Be deemed to have granted express authority to the Bank for carrying out transactions and instructions authenticated by the Registration Information/Data and shall not revoke the same. The Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's Registration Information/Data.
 - 8.1.4 Notify the Bank, immediately of any error or irregularity in maintaining the Account and/or the Debit Card, at USFB Customer Care Centre or by way of written communication or by e-Mail to the concerned branch of the Bank or in such other mode as may be acceptable to the Bank.
 - 8.1.5 Take all appropriate steps, in conformity with the T&C, to maintain the security of the registration information/data.
 - 8.1.6 Ensure that the Debit Card is kept at a safe place and shall under no circumstances permit any other person to use it and should safeguard the Debit Card from misuse by retaining the Debit Card under his/her personal control at all times.
 - 8.1.7 Destroy the Debit Card by cutting it into several pieces if any third party gains access to the Debit Card or if the Debit Card expires.
 - 8.1.8 Not accept the Welcome Kit which is found or handed over in open/tampered condition.
 - 8.1.9 Not transfer the Registration Information/Data issued, or any numbers chosen as Registration Information/Data, as the same are meant for usage of the Cardholder only and are non-transferable and strictly confidential.
 - 8.1.10 Not keep a written record of the Registration Information/Data number, in any form, place or manner that may facilitate its use by any third party.
 - 8.1.11 Not disclose the Registration Information/Data to any third party under any circumstances or by any means whether voluntarily or otherwise.



- 8.1.12 (Subject to the provisions stated herein and as specified by the Bank/RBI/NPCI from time to time), not hold the Bank liable in case of any improper/fraudulent/unauthorised/duplicate/erroneous use of the Debit Card and/or the Registration Information/Data by the Cardholder or use/misuse by any third party.
- 8.2 If required, the Cardholder can switch on or switch off, and set or modify transaction limits, instantly through toggle feature on mobile banking or internet banking channels, or by visiting the branch of the Bank. The same channels may be utilised by the Cardholder for switch on or switch off the Debit Card or ATM or POS or e-Com usage. The Cardholder will be intimated through a SMS on registered mobile number, every time there is change in the Debit Card settings.
- 8.3 In cases of unauthorised electronic transaction alerts shall be sent to the Cardholder in the form of SMS and e-mail, wherever registered.

9. Loss or Theft of Debit Cards:

- 9.1 If the Debit Card is lost or stolen, the Cardholder should immediately file a report with the local police and send a copy of the same to the Bank.
- 9.2 The Cardholder may intimate to the Bank about loss of the Debit Card over telephone to USFB Customer Care Centre or by way of written communication or e-mail to the concerned branch of the Bank or such other mode as may be acceptable to the Bank.
- 9.3 The Bank, after requisite verification, will temporarily suspend the Debit Card and will subsequently hot list/cancel the Debit Card during working hours on a working day of the Bank following the date of receipt of such intimation.
- 9.4 The Cardholder will be liable for all charges incurred on the Debit Card until the Debit Card is hot listed/cancelled. Further, in the event the Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Debit Card shall rest with the Cardholder.
- 9.5 Once a Debit Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut into pieces by the Cardholder to prevent its misuse by any third parties.

10. Reporting of unauthorised transactions by customers to banks:

- 10.1 The Cardholder must notify the Bank of any unauthorised transaction at the earliest through USFB Customer Care Centre or otherwise after the occurrence of such transaction. The Cardholder understands that the longer the time taken to notify the Bank, the higher will be the risk of loss to the Bank/Cardholder.
- 10.2 Limited Liability of the Cardholder (subject to the prevalent processes and policies of the Bank, framed in conformity with the guidelines issued by the RBI from time to time):
- (a) Zero Liability of the Cardholder:
The Cardholder's entitlement to zero liability shall arise where the unauthorised transaction occurs in the following events:
- i. Contributory fraud/negligence/deficiency on the part of the Bank (irrespective of whether or not the transaction is reported by the Cardholder.
 - ii. Third party breach where the deficiency lies neither with the Bank nor with the Cardholder but lies elsewhere in the system, and the Cardholder notifies the Bank within three (3) working days of receiving the communication/alert from the Bank regarding the unauthorised transaction.
- (b) Limited Liability of the Cardholder:
The Cardholder shall be liable for the loss occurring due to unauthorised transactions in the following cases:
- i. In cases where the loss is due to negligence by the Cardholder, such as where he/she has shared/compromised the payment credentials, the Cardholder shall bear the entire loss till the time he/she reports the unauthorised transaction to the Bank. Any loss occurring after the Cardholder intimating the Bank regarding the unauthorised transaction shall be borne by the Bank.
 - ii. In cases where the responsibility for the unauthorised electronic banking transaction lies neither with the Bank nor with the Cardholder, but lies elsewhere in the system and when there is a delay [of four (4) to seven (7) working days after receiving the communication/alert from the Bank] on the part of the Cardholder in notifying the Bank of such a transaction, the per transaction liability of the Cardholder shall be limited to the transaction value or the amount mentioned in Table 1, whichever is lower.



Maximum Liability of the Cardholder

Type of Account	Maximum liability (₹)
BSBD accounts	5,000
<ul style="list-style-type: none"> • All other SB accounts • Pre-paid Payment Instruments and Gift Cards • Current/Cash Credit/Overdraft accounts of MSMEs • Current accounts/Cash Credit/Overdraft accounts of Individuals with annual average balance (during 365 days preceding the incidence of fraud)/limit up to Rs. 25 Lakhs 	10,000
All other Current/Cash Credit/Overdraft accounts	25,000

- 10.3 Further, if the delay in reporting is beyond seven (7) working days, the Cardholder's liability shall be determined as per the prevalent processes and policies of the Bank, framed in conformity with the guidelines issued by the RBI from time to time.
- 10.4 Overall liability of the Cardholder in third party breaches, as detailed in 10.2 (a) (ii) and 10.2 (b) (ii) above where the deficiency lies neither with the Bank nor with the Cardholder but lies elsewhere in the system, is summarised in the Table 2 below:

Table 2
Summary of Liability of the Cardholder

Time taken by the Cardholder to report the fraudulent transaction from the date of receipt of communication/alert from the Bank	Liability (₹)
Within 3 working days	Zero liability
Within 4 to 7 working days	The transaction value or the amount mentioned in Table 1, whichever is lower
Beyond 7 working days	As per the prevalent processes and policies of the Bank, framed in conformity with the guidelines issued by the RBI from time to time

- 10.5 The number of working days mentioned in Table 2 shall be counted as per the working schedule of the branch where the Account is maintained, and the date of receipt of the communication/alert from the Bank by the Cardholder shall be excluded while calculating the days.

11. Surrender/Replacement of Debit Card:

- 11.1 The Debit Card issued to the Cardholder shall remain the property of the Bank and should be surrendered to the Bank, on request.
- 11.2 The Cardholder shall return the Debit Card to the Bank for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by the Bank for any reason whatsoever.

12. Debit Card Renewal:

- 12.1 The term renewal would mean issuance of a new Debit Card on account of expiry of an existing Debit Card.
- 12.2 The Bank shall renew the Debit Cards by obtaining requisite consent (consent may be obtained in such form and manner as decided by the Bank from time to time) from the Cardholder.
- 12.3 In the process of issuance of renewed Debit Card, the Bank shall take into account factors such as active/inactive/dormant status of the Account, operational restrictions (if any) placed in the Account and the financial discipline of the Cardholder.
- 12.4 The Cardholder may have to pay applicable charges, if so stipulated by the Bank, in connection with renewal of existing Debit Card.

13. Termination:

- 13.1 The Cardholder may discontinue/terminate the Debit Card anytime by serving a written notice to the Bank accompanied by the return of the Debit Card cut into two pieces diagonally.



- 13.2 The Cardholder/the Accountholder shall be liable for all charges incurred, up to the date on which the Bank acknowledges receipt of the written notice and return of the Debit Card.
- 13.3 The Bank may at any time, with or without notice, as to the circumstances including the following, in its absolute discretion terminate the Debit Card:
- 13.3.1 Failure on the part of the Cardholder in complying with the T&C or the terms and conditions governing the Account.
 - 13.3.2 An event of default by the Cardholder under any agreement or commitment (contingent or otherwise) entered into with the Bank.
 - 13.3.3 The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature.
 - 13.3.4 Receipt of intimation regarding demise of the Cardholder.
 - 13.3.5 Closure of the Account or failure to maintain the minimum balance/monthly average balance in the Account, in conformity with the conditions stipulated by the Bank from time to time.
 - 13.3.6 Receipt of attachment order or restraint order issued by courts, judicial authorities, quasi-judicial authorities, revenue authorities, statutory authorities competent to issue such orders, or RBI.
 - 13.3.7 Where the whereabouts of the Cardholder are unknown to the Bank due to any cause attributable to the Cardholder.
 - 13.3.8 For such other valid reasons with reference to the prevalent processes and policies of the Bank, framed in conformity with the guidelines issued by the RBI from time to time.

14. Statements and Records:

- 14.1 The Cardholder shall have the right to obtain verbal or written history of transactions by calling USFB Customer Care centre.
- 14.2 The Cardholder can also check the transaction records from the account statement, or by accessing the Bank's ATM (only last five (5) transactions available), or by making missed call to the designated mobile number of the Bank (response would be shared through SMS).
- 14.3 The Cardholder should examine the entries in the statement of account immediately upon receipt, and unauthorised transactions, discrepancies, charges, fees, errors or omissions (if any) found therein should be brought to the notice of the Bank forthwith and in any case within ten (10) days from the date of the statement of account. The Cardholder should take note that delay on his/her part in examining the entries, or in reporting the observed unauthorised transactions, discrepancies, charges, fees, errors or omissions (if any), may affect the Bank's ability to resolve the concerns, and the Cardholder may be held liable for the losses, if any, that may occur as a result thereof. Unless written intimation is served on the Bank within the said ten (10) days from the date of the statement of account, the entries in such statement of account shall be deemed to be accepted by the Cardholder as true and correct. The Bank reserves the right to rectify discrepancies, if any, in the statement of account at any point of time.
- 14.4 To ensure the Cardholder's interests, the Bank may record on camera or on videotape or through such other mode, at its own discretion, the access to and the presence of any person while using the Debit Card facilities. The Cardholder shall be deemed to have consented therefor and waived his/her right of privacy in this regard.
- 14.5 All records maintained by the Bank, in electronic or documentary form of the instructions by the Cardholder and such other details (including but not limited to payments made or received shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

15. Exclusion of liability of the Bank and indemnity by the Cardholder:

- 15.1 The Debit Card and all benefits and services associated therewith are subject to the guidelines issued from time to time by RBI and NPCI. The Cardholder is advised to keep updated of the guidelines issued by RBI and NPCI from time to time.
- 15.2 The Bank shall be responsible for direct losses incurred by a Cardholder due to a system malfunction directly within the Bank's control. However, the Bank shall not be held liable for any loss caused by a technical breakdown of the payment system if the breakdown of the system was recognizable for the Cardholder by a message on the display of the device or otherwise known.
- 15.3 The responsibility of the Bank for the non-execution or defective execution of any transaction is limited to the principal sum and the loss of interest subject to the provisions of the Applicable Law.
- 15.4 The Cardholder shall be deemed to have agreed to accept all losses, subject to the guidelines issued by the RBI from time to time.



- 15.5 The Cardholder shall be solely liable for instances of loss on account of fraud or negligence attributable to the Cardholder.
- 15.6 The Bank does not warrant explicitly or impliedly the quality or effectiveness of the services and/or benefits offered through service providers/business partners.
- 15.7 The Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder.
- 15.8 The Bank holds no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Grievance, if any, of the Cardholder should be taken up with the Merchant Establishment for resolution without making the Bank a party thereto.
- 15.9 Existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay the amount due to the Bank.
- 15.10 Unless an obligation is cast upon the Bank by virtue of Applicable Law, the Bank does not undertake any liability due to any act of commission or omission on the part of the service providers/business partners or any employee of the service providers/business partners.
- 15.11 In consideration of the Bank issuing Debit Card, the Cardholder shall indemnify and keep the Bank and/or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of issuing Debit Card to the Cardholder, or by reason of the Bank acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or non-compliance of this T&C or the terms and conditions pertaining to the Account and/or fraud or dishonesty relating to any transaction by the Cardholder or his/her employee or agents.
- 15.12 The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder including any penal action arising out of non-compliance of the Exchange Control Regulations of the RBI, breach of Foreign Exchange Management Act (FEMA) and the rules and regulations made there under and/or any other Act/Authority.
- 15.13 The Cardholder shall also indemnify the Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Debit Card/PIN.
- 15.14 Without prejudice to the foregoing, Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:
 - 15.14.1 Any defect in quality of goods or services procured/availed by usage of the Debit Card.
 - 15.14.2 Any delay in delivery of goods or services procured/availed by usage of the Debit Card.
 - 15.14.3 Refusal of any person to honour to accept the Debit Card.
 - 15.14.4 Malfunction of any computer terminal/system not within the Bank's control.
 - 15.14.5 Effecting transaction instructions other than by the Cardholder.
 - 15.14.6 Handing over of the Debit Card by the Cardholder to anybody other than the designated employees of the Bank at the Bank's premises.
 - 15.14.7 The exercise by the Bank of its right to demand and procure the surrender of the Debit Card prior to expiry date written/scribed/embossed thereon, whether such demand and surrender is made and/or procured by the Bank.
 - 15.14.8 The exercise by the Bank of its right to terminate the Debit Card.
 - 15.14.9 Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Debit Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Debit Card.
 - 15.14.10 Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank.
 - 15.14.11 Any statement made by any person requesting the return of the Debit Card or any act performed by any person in conjunction.
- 15.15 Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution dstraint, levy lien, information or notice which the Bank in good faith believes calls into question the Cardholder's ability, or the ability of someone purporting to be authorised by the Cardholder, to transact on the Debit Card, the Bank may, at its option and without liability to the Cardholder or to anyone claiming under the Cardholder, decline to allow the Cardholder to obtain any portion of his/her funds, or may pay such funds over to an appropriate authority and take any other steps required by Applicable Law.



- 15.16 The Bank reserves the right to deduct from the Account or any other account held in the name of the Cardholder's (either in single name or joint names) all charges and fees, including without limitation reasonable legal fees, due to legal action arising in relation to the Debit Card.
- 15.17 A demand or claim for settlement of outstanding dues from the Cardholder may be made either by the Bank or any person acting on behalf of the Bank, however by respecting privacy of the Cardholder, and the Cardholder shall be deemed to have acknowledged 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 Cardholder, in any manner.
- 15.18 The liability of the Bank in cases of non-execution or defective execution of the transaction shall be limited to the principal value of the transaction and the interest thereof, if any, subject to the prevalent processes and policies of the Bank, framed in conformity with the guidelines issued by the RBI from time to time.
- 16. Addition/Withdrawal of facilities:**
- 16.1 The Bank may, at its discretion, make available to the Cardholder more services on the Card, ATMs, POS Terminals, Internet or otherwise and/or other devices through shared networks for the Cardholder's convenience and usage (with or without charges) subject to Applicable Law and guidelines issued by RBI/NPCI.
- 16.2 The Bank may, at its discretion, at any time, by giving due notice to the Cardholder or no notice at all to Cardholder (if the Bank considers in good faith such abridgment of notice to be necessary or reasonable), be entitled to withdraw, discontinue, cancel, suspend/or terminate any service related to Debit Card. The Bank shall not be liable to the Cardholder or anyone for any loss or damage arising out of the same.
- 17. Offers and Benefits:** Offers, schemes and benefits (like discounts, free access and insurance) are provided subject to additional terms and conditions governing such offer/schemes/benefits. Offers, schemes and benefits which are associated with *RuPay* Debit Card shall be subject to the guidelines issued by NPCI. Benefits and services, if any, offered by virtue of tie up with any service provider/business partner of the Bank shall be available subject to the mutual understanding between the Bank and the concerned service provider/business partner and only as long as the Bank continues the business relationship with such service provider/business partner. Further, such benefits can be availed only subject to the terms and conditions adopted by such service provider/business partner from time to time. Making announcement/invitation to offer about such benefits does not amount to any commitment by the Bank to provide such benefit or any one of them, nor shall it confer a right on the Cardholder to claim the same from the Bank. The Bank does not undertake any liability due to withdrawal of any such benefits. Offers, schemes and benefits shall be available to Cardholders only if they are in adherence to the T&C.
- 18. Fees and Charges:**
- 18.1 The Bank reserves the right to levy charge for issuance and reissuance of Debit Card, for transactions carried out by using the Debit Card, for sending communications to the Cardholder (including in the form of SMS). The Bank also reserves the right to levy annual maintenance charges, annual fee, and charges for doing transactions through Debit Card while the Account has insufficient balance.
- 18.2 The Bank provides certain number of transactions per month through its own ATM and other banks' ATM, free of charges. Non-financial transactions (such as balance enquiry, cheque book request, payment of taxes, funds transfer, etc.) done through ATM of the Bank shall not be counted for arriving at the number of transactions. Transactions exceeding the specified numbers shall attract applicable charges. However, the Bank shall not levy charges for transactions which fail on account of technical reasons (such as hardware, software, communication issues; non-availability of currency notes in the ATM; other declines ascribable directly/wholly on the Bank/the Bank's service provider; invalid PIN/validations; etc.).
- 18.3 The Cardholder should reimburse all government charges, Tax and such other impositions suffered by the Bank as a result of the issuance/usage of Debit Card .
- 18.4 The Cardholder should reimburse all charges/fees of operators of shared networks.
- 18.5 The Bank reserves the right to levy charges for offers, schemes and benefits.
- 18.6 Applicable charges and interest to be paid for overdrawing the Account. The Cardholder shall regularize the Account immediately.



- 18.7 Tax at the applicable rate shall have to be paid by the Cardholder in regard to such charges and fees.
- 18.8 All fees, charges and Tax shall be non-refundable.
- 18.9 The Bank reserves the right to recover all fees and charges, along with applicable Tax, at such intervals as may be deemed fit by it, by debit to the Account or any other account maintained by the Cardholder with any branch of the Bank (either in single name or in joint names). To the extent of the amount involved in the fees and charges, and amount due from the Cardholder, the Bank shall have a lien and right of set-off on all accounts of the Cardholder.
- 19. Insurance Benefit:**
- 19.1 The Cardholder may be offered insurance benefits on select variants of Debit Cards. *Insurance is a subject matter* of solicitation. The Cardholder should peruse the relevant terms and conditions to understand the benefits and de-merits of the insurance coverage. All issues pertaining to insurance coverage, including the insurance premium, eligibility norms, insurance claims etc., shall be governed by the terms and conditions of the master policy of concerned insurer. The Cardholder specifically acknowledges that he/she shall not hold the Bank responsible for any matter arising out of or in conjunction with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the NPCI.
- 19.2 The Bank may at any time at its discretion, at any time, by giving due notice to the Cardholder or no notice at all to Cardholder (if the Bank considers in good faith such abridgment of notice to be necessary or reasonable), suspend, withdraw or cancel the benefit of such insurance cover.
- 20. Disputes:**
- 20.1 The Bank accepts no responsibility for refusal by any Merchant Establishment to accept and/or honour the Debit Card. In case of any dispute, the records related to the transaction shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder, and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction.
- The Cardholders are informed that RBI and NPCI have issued guidelines with regard to settlement of disputes related to transactions through Debit Cards. All Cardholders are advised to get acquainted with the same by accessing the websites of RBI and NPCI. While the Bank shall endeavour to settle disputes in conformity with the laid down guidelines, the Cardholders are advised to render requisite support/assistance in this regard. This shall include, without limitation, taking efforts to resolve the matter by taking up with the shared network, payment of applicable charges in relation to arbitration etc.
- 21. Waiver:** No failure or delay by the Bank in exercising any right, power or privilege under the T&C shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of the Bank under the T&C shall be cumulative and not exclusive of any rights or remedies provided by law.
- 22. Notices:** Notices may be given by the Bank in recognised modes (physically or electronically) to the Cardholder's communication details available with the Bank. The Bank may also give any notice by posting the notice on the Website and the same will be deemed to have been received by the Cardholder upon its publication on the Website. All notices by the Cardholder to the Bank shall be in writing and served on the address of the branch of the Bank where the Account is maintained and all such notices shall be deemed to be received by the Bank only upon acknowledgment of receipt of the same in writing by the Bank.
- 23. Governing law and jurisdiction:** Any legal action or proceedings arising out of terms shall be subject to exclusive jurisdiction of the courts and/or tribunals at Bangalore, India. This T&C shall be governed by and construed in accordance with the Laws of India.
- 24. Notification of changes:**
- 23.1 The Bank shall have the absolute discretion to change, modify, amend, or supplement the T&C, and the details of fees charges and rates.



- 23.2 The Bank will communicate such changes, modifications, amendments, and supplemental terms, by hosting the same on the Website or in any other manner as decided by the Bank from time to time, at least thirty (30) days prior to implementation. The Cardholder shall be responsible for regularly reviewing such changes, modifications, amendments, and supplemental terms.
- 23.3 Cardholders desirous of discontinuing the Debit Card facility, as a consequence of the change in the terms, may do so within a period of thirty (30) days from the date of communication/uploading of the changes, modifications, amendments, and supplemental terms on the Website. The Cardholder shall be deemed to have accepted and agreed to the changes, modifications, amendments, and supplemental terms by continuing to use the Debit Card after expiry of the said period.

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This T&C, details of the applicable fees and charges, and Code of Bank's commitment for Individual customers are displayed on the Website and/or notice boards at the branches/offices from time to time and the Cardholders should get familiarised with the same. Copies of these documents can be obtained from the branch/website.

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