

#### TERMS AND CONDITIONS OF DEBIT CARD

These Terms and Conditions apply to and regulate the issuance and usage of debit cards offered by Bandhan Bank to Accountholder. These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by Bandhan Bank from time to time. All annexure to the Terms shall form an integral part of the Terms.

#### **DEFINITIONS:**

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

"Account" refers to the savings and / or current account designated by Bandhan Bank to be eligible account/s for operations through the use of the Card.

"Account Statement" means the periodical statement of Account sent by Bandhan Bank to a Cardholder, from time to time, setting out the Transactions carried out and balance in the Account as on that date, and any other information as Bandhan Bank may deem fit to include.

"Accountholder" refers to individuals, proprietorships, partnership concerns or company holding an Account with Bandhan Bank. Provided however in case of savings account, the expression "Accountholder" refers to only individuals holding such account with Bandhan Bank.

"Affiliate" means and includes: Any company which is the holding or subsidiary company of Bandhan Bank, or a person under the control of or under common control with Bandhan Bank, or any person in whom Bandhan Bank has a direct or beneficial interest or control of more than 26% of the voting securities.

For the purpose of this clause, "control" together with grammatical variations 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 a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

"ATM" means any Automated Teller Machine, whether in India or overseas, whether of Bandhan Bank or a specified Shared Network, at which, amongst other things, the Cardholder can use his Card to access his funds in his Account, held with Bandhan Bank.

"Card" refers to the Bandhan Bank debit card issued to the Accountholder in India and/or any other person specified by the Accountholder to Bandhan Bank.

"Cardholder" refers to the Accountholder of Bandhan Bank. "Bandhan Bank" or "the Bank" shall mean Bandhan Bank Limited, a Banking company carrying its banking business under Banking Regulation Act, 1949 and incorporated under the Companies Act, 2013, having its registered office at DN-32, Sector V, Salt Lake City, Kolkata 700091, the proprietors / owners of the Card.

"Bandhan Bank 24-Hour Customer Care Centre" refers to Bandhan Bank-Phone Banking Service provided by Bandhan Bank, which shall be available to all Cardholders. All Cardholders availing of the Bandhan Bank 24-Hour Customer Care Centre shall be bound by the terms and conditions stipulated by Bandhan Bank in this regard.

"International Transactions" refers to the Transactions entered into by the Cardholder on his internationally valid Card outside of India, Nepal and Bhutan.

"Internet Website" shall mean websites of the Merchant Establishments wherever located which honour the Card for payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organisations etc. advertised as honouring the Card.



"Merchant Establishment" shall mean such physical and/or virtual establishments, wherever located, which honour a VISA / VISA Electron card or MasterCard or RuPay and shall include, among others, stores, shops, restaurants, hotels and 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 a Merchant Establishment.

"PIN" means the Personal Identification Number allocated to the Cardholder by Bandhan Bank or chosen by the Cardholder/Bank from time to time, in relation to the Card.

"POS Terminal" means the point of sale (POS) electronic terminals at Merchant Establishments whether in India or overseas, 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.

"Primary Account" shall mean such primary Account that is linked to the Card.

"Shared Network" shall mean VISA or MasterCard or RuPay or any other networks which honour the Card.

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

"Transaction" means an instruction given, by a Cardholder by using his Card directly or indirectly, to Bandhan Bank to effect action on the account, including cash withdrawals, payment for purchases made / services availed at Merchant Establishments, availing other services by utilising the card at ATMs and / or Merchant Establishments.

"Valid Charge" means a charge incurred by the Cardholder for purchases of goods or services on the Card and any other charge as may be included by Bandhan Bank from time to time for the purpose of any Reward Program if applicable.

"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 categorised as high risk countries by Bandhan 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.

#### **INTERPRETATION:**

- a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b) Words importing any gender include the other gender.
- c) 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.
- d) 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.
- e) References to VISA/MASTERCARD/RuPay regulations pertain to the guidelines issued by VISA/MASTERCARD/RuPay to all the member banks of its network.
- f) The rules of interpretation as set out in the General Clauses Act shall, unless it is repugnant to the subject or contextthereof, apply to the Terms as if incorporated herein.



#### **APPLICABILITY OF TERMS:**

The Terms form the contract between the Cardholder and Bandhan Bank. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a Transaction with the Card or by requesting POS activation of the Card or activation through ATM or by requesting through Bandhan Bank's 24-Hour Customer Care CentreThe Terms will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities including but not limited to enquiry on transactions, Statement details through Bandhan Bank 24-Hour Customer Care Centre, Bandhan Bank internet banking and/or any other channels, shall at all times continue be bound by the terms and conditions stipulated by Bandhan Bank from time to time for such services / facilities. The issue and use of the Card shall be as per regulatory guidelines in force from time to time. Bank reserves the right to amend the applicability of Terms and applicable Terms and Conditions in order to improve the customer service or to comply with regulatory guidelines. In case of any changes in your address, the same needs to be updated with the Bank.

### **BENEFITS OF CARDS:**

The Cardholder can access cash at the ATM/at Bandhan Bank branch, make payments at Merchant Establishments, ascertain information about his/her Account balance through the use of the Card at ATMs/Bandhan Bank 24-Hour Customer Care/ Internet Banking or otherwise, place request for renewal of the fixed deposit held with Bandhan Bank, or any such services as specified by Bandhan Bank from time to time. The Cardholders availing of any such services through the use of the Card shall be bound by the terms and conditions stipulated by Bandhan Bank, and as amended from time to time, with respect to such services. The Card is valid for use at ATMs and Merchant Establishments in India and abroad. However, the Card is not valid for payment in foreign exchange at Merchant Establishments in India, Nepal and Bhutan. The Card is valid up to the last day of the month indicated on the Card. Upon occurrence of the Transaction, the Account linked with the Card shall be instantaneously debited by Bandhan Bank.

#### **PERSONAL IDENTIFICATION NUMBER:**

To enable the Cardholder to use the Card, a Personal Identification Number (PIN) will be issued to him/her in the first instance. Bandhan Bank exercises outmost care and caution when issuing the PIN/s and also ensures, to the maximum extent possible, that the same is not disclosed to anyone except the Cardholder. This PIN may be set up/generated using other Banking channel like IVR using customer care or Internet Banking. This PIN may subsequently, be changed by the Cardholder, at his/her own risk, at any Bandhan Bank ATM or at designated Bandhan Bank branches or using Bandhan Bank Internet banking or at the Bandhan Bank 24-Hour Customer Care Centre. The Cardholder acknowledges, represents and warrants that the PIN issued to it provides access to the Account and that the Cardholder accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered into the Account using such PIN. The Cardholder shall take all appropriate steps to keep the Card safe and not to record the PIN or code, in any form that would be intelligible or otherwise accessible to any third party if access is gained to such a record, either honestly or dishonestly. The Cardholder grants express authority to Bandhan Bank for carrying out Transactions and instructions authenticated by the PIN and shall not revoke the same. Bandhan 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 PIN. The Cardholder shall at all times take all appropriate steps as mentioned in the Terms to maintain the security of the PIN. Bandhan Bank may, in its absolute discretion issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by Bandhan Bank from time to time, the Cardholder will not hold Bandhan Bank liable in case of any improper/fraudulent/unauthorised/duplicate/erroneous use of the Card and/or the PIN. Bandhan 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 Account, the Cardholder will be responsible and shall indemnify Bandhan Bank against any liability, costs or damages arising out of such misuse/use by third parties based upon or relating to such access and useor otherwise.

## **STATEMENT OF RECORDS:**

The successful debit card Transactions are recorded on the account statement immediately. Details of the Card



Transactions can be accessed by the Cardholder via account statement by login in to his/her internet banking, Mobile Banking or calling Bandhan Bank's 24-Hour Customer Care Centres by calling 1800-258-8181 or visiting nearest branch.

#### **CARDHOLDER OBLIGATIONS:**

The Cardholder shall at all times ensure that the Card is kept at a safe place. The Cardholder shall under no circumstance whatsoever allow the card to be used by any other individual. The Cardholder will sign the Card immediately upon receipt. The Cardholder will be responsible for all facilities granted by the Bank in respect to the Card and for all related charges for use of the Card.

## **LOST OR STOLEN CARDS:**

The Cardholder may report Card loss/theft/surrender/misuse/unauthorised transactions over the telephone to any of Bandhan Bank's 24-Hour Customer Care Centres by calling 1800-258-8181 or Internet Banking or Mobile Banking or by way of written communication or such other mode as may be acceptable to Bandhan Bank from time to time. Bandhan Bank upon adequate verification will immediately hotlist/cancel the Card following the receipt of such intimation. Bandhan Bank will immediately send a confirmation to the cardholder subsequent of the blocking of a card. If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through the VISA/MASTERCARD Global Emergency Assistance help lines; the charges for the usage of such services shall be borne by the Cardholder. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. The Cardholder will be liable for all charges incurred on the Card until the Card is hotlisted/cancelled. Further, in the event Bandhan Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder. The Cardholder shall take cognisance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to Bandhan Bank and adequate care taken to prevent its misuse. In case Card Member chooses not to block the Card after being informed by Bandhan Bank of probable fraud risk or not contactable by Bandhan Bank, Bandhan 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. Bandhan Bank may at any time, with or without notice, as to the circumstances in Bandhan Bank's absolute discretion require, terminate the Card.

## **SURRENDER/REPLACEMENT OF CARD:**

The Card issued to the Cardholder shall remain the property of Bandhan Bank and will be surrendered to Bandhan Bank, on request after ensuring the identity of the bank officer within the Bank premise. The Cardholder shall return the Card to Bandhan Bank for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by Bandhan Bank for any reason whatsoever. The cardholder can cancel or surrender his/her Card over the telephone to any of Bandhan Bank's 24-Hour Customer Care Centres by calling 1800-258-8181 or Internet Banking or Mobile Banking or by way of written communication or such other mode as may be acceptable to Bandhan Bank from time to time. Bandhan Bank, may, in its absolute discretion issue a replacement Card along with a new PIN to the Cardholders with explicit consent of the Cardholder, including for any loss/stolen Card.

## **USAGE GUIDELINES:**

On completion of successful Debit Card Transactions, Cardholder's Account shall be debited automatically and instantly. Transaction confirmation communication is sent to the Cardholders immediately. The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign the Card immediately upon receipt. The Cardholder will be responsible for all facilities granted by Bandhan Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and Bandhan Bank. The Cardholder shall notify Bandhan Bank immediately of any error or irregularity in maintaining the Account/Card by Bandhan Bank at any Bandhan Bank's 24-Hour Customer Care Centres or by way of written communication or by fax to his branch of Bandhan Bank or such other mode as may be acceptable to Bandhan Bank. International Debit Cards can be used only for permissible current account transactions under the Foreign Exchange Management Act (FEMA), 1999 (and/or any other applicable laws) as amended from time to time, are equally applicable to payments made through use of these Cards. International Debit Cards can be used on Internet for any purpose for which exchange can be purchased from an authorised dealer in India. The



Card may be used, within the foreign exchange entitlements as stipulated by the RBI from time to time, by Cardholders going abroad for all bonafide personal expenses for personal use provided, the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods so purchased abroad into India would be governed by the baggage rules/EXIM policy in force. The entitlement of exchange should be ascertained (prior to the trip) from the authorised dealer branches of the Bank. The Card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant regulations. Utilisation of the Card shall be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of noncompliance by Cardholder with the same, the Cardholder shall be liablefor action under the FEMA, 1999 and any other Law and/or regulation in force from time to time relating to Foreign Exchange. The Cardholder may be debarred from holding the Internationally valid Debit 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 or 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 but would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan". In case the Card is cancelled, whether on account of non-compliance with 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 would be entitled to "seize/confiscate" a cancelled Card on presentation. International Debit Cards cannot be used on internet for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participationin sweepstakes, and payment for call-back services, remittance in any form towards overseas forex trading, margin callsto overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc. or any illegal activities; no withdrawal of foreign exchange is permitted for such items/activities. As per the regulatory guidelines, International usage of Debit Card is considered under Liberalised Remittance Scheme (LRS) as amended from time to time. As Permanent Account Number (PAN) is mandatory for the resident individual to make remittance under the Liberalised Remittance Scheme (LRS), usage of Debit Card for international Usage will require the Cardholder to update their PAN no. with the Bank. The Cardholder is under an obligation not to countermand an order/Transaction which he/she has conducted with the Card. The usage and issue of the Cards as a payment mechanism shall also be subject to relevant instructions on cash withdrawal, issue of international card, security issues and risk mitigation measures, card-to-card fund transfers, merchant discount rates structure, failed ATM transactions, etc, issued by the Department of Payment and Settlement Systems, Reserve Bank of India under the Payment and Settlement Systems Act, 2007, and the Foreign Exchange Department, Reserve Bank of India under Foreign Exchange Management Act, 1999, as amended from time to time.

Under LRS (Liberalised Remittance Scheme), the usage of Debit Card for International Transactions by Cardholder shall be liable for Tax Collection at Source (TCS) by the Bank, in accordance with the provisions made under Section 206C (1G) of the Income Tax Act.

TCS on Debit Card International Transactions shall be applicable once the prescribed threshold limit in a financial year (starting from April 1 of FY) is breached including the outward remittances (if any) carried out by the Cardholder. The threshold limit and rate of tax collection shall be applicable as per provisions made in section 206C (1G) of the Income Tax Act or as amended from time to time.

As per the revision made under the provisions of Section 206C (1G) of the Income Tax Act for FY26, the prescribed/threshold limit is INR 10 lakh in a financial year, post that below tax slab shall be applicable on the Debit Card International Transaction surpassing the said limit as per the purpose code/nature of Payments.

Nature of Payments	Applicable TCS rate in an FY
LRS for education, financed by loan from financial Institution	Nil
LRS for medical treatment/education (other than financed by loan)	Nil up to INR 10 lakh, thereafter 5% per transaction amount
LRS for other purposes	Nil up to INR 10 lakh, thereafter 20% per transaction amount
Purpose of overseas tour program package	5% till INR 10 lakh, 20% thereafter on per transaction amount



**Note**: As per system construct and processing capability on real time basis, all Debit Card International Transactions shall be categorized under "LRS for Other Purposes" and accordingly TCS rate shall be applicable. If a Cardholder has used the Debit Card for any other purpose/nature of payments other than "LRS for Other Purpose", the Cardholder has to report/inform the Bank within 7 working days from the date of transaction along with the valid documents to revise the TCS rate as per nature of payment. Please note, once the collected TCS is reported/paid to the Government by the Bank then TCS rate/amount cannot be revised. In such cases, Cardholder can claim a refund from Income Tax Department as per TCS certificate sent to Cardholder and with valid documents at the time of tax return filing in the corresponding assessment year.

#### LIABILITY IN CASE OF UNAUTHORISED TRANSACTIONS:

Liability of the Cardholder in relation to the loss or theft of the card or disclosure of the PIN or Password, lies with the Cardholder. The Bank will settle all such disputes as per the Bank's extant policy related to "Customer Protection Policy-Limiting Liability of Customers in Unauthorised Electronic Banking Transaction" which is hosted on the Bank's website. For more details, please visit <a href="https://bandhanbank.com/">https://bandhanbank.com/</a>

#### **REVERSAL OF FAILED AND UNSUCCESSFUL TRANSACTIONS:**

Bank will initiate the reversal of the failed or unsuccessful Transactions on immediate basis. Following framework will be followed for reversal of unsuccessful/failed Transactions and the compensation payable for failure to meet the same:

Framework for auto-reversal and compensation		
Description of the incident	Timeline for auto- reversal	Compensation payable
	III	IV
Automated Teller Machines (ATMs) including Micro-ATMs		
Customer's account debited but cash not dispensed.	Pro-active reversal (R) of failed transaction within a maximum of T + 5 days.	₹ 100/- per day of delay beyond T + 5 days, to the credit of the account holder.
Card Transaction		
Card to card transfer	Transaction to be reversed (R) latest within	₹ 100/- per day of delay beyond T + 1 day.
Card account debited but the beneficiary card account not credited.	T + 1 day, if credit is not effected to the beneficiary account.	
Point of Sale (PoS) (Card Present) including Cash at PoS	Auto-reversal within T + 5 days.	₹ 100/- per day of delay beyond T + 5 days.
Account debited but confirmation not received at merchant location i.e., charge-slip not generated.		
Card Not Present (CNP) (e-commerce)		
Account debited but confirmation not received at merchant's system.		

#### **Grievance Redressal Policy**

The grievance redressal will be in accordance with the prevailing Grievance Redressal Policy of the Bank. Compensation, if any, to a given to a Cardholder will be in accordance with the Bandhan Bank's Compensation Policy and regulatory guidelines, as amended from time to time. Cardholder may view the aforementioned policy by visiting the Bank's website: https://bandhanbank.com/



#### **ATM USAGE:**

The Card can be used at the ATM locations with the help of the confidential PIN. All Transactions conducted with use of the PIN will be the Cardholder's responsibility. The Cardholder agrees that he/she will be allowed to withdraw only a certain amount of cash per Transaction per day as determined by Bandhan Bank as per debit card variant of the Cardholder and maintained account with the Bank as defined on the bank website <a href="https://bandhanbank.com/">https://bandhanbank.com/</a> under standard schedule of charges. This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of his Card facility. When the Cardholder completes a transaction through an ATM he can opt to receive aprinted transaction record i.e. the transaction slip/ATM receipt. The Cardholder is advised to retain the record of Transactions generated by the ATM with him. The Cardholder agrees not to attempt to withdraw using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.

#### **MERCHANT LOCATION USAGE:**

The Card is acceptable at all Merchant Establishments in India and abroad (for International Transaction, the debit card needs to be activated/enabled for International Usage) which display the logos of Bandhan Bank/VISA/MASTERCARD/RuPay and/or such other agencies recognised by Bandhan Bank and which have a POS terminal. The Card is for electronic use only and charge slip/sales slip printed electronically (or the Cardholder is communicated electronically) from the POS terminal. The Bank at an additional charge may furnish copies of the sales slip. Any transaction sales slip authenticated using Debit Card PIN will be his liability. The Bank will not accept responsibility for any dealings, which the Cardholder may have with the Merchant including but not limited to the supply of goods and services. In the event the Cardholder has any complaints concerning any Merchant Establishment, the Cardholder with the Merchant Establishment should resolve the matter and failure to do so will not relieve him from any obligations to Bandhan Bank. However, the Cardholder should notify Bandhan Bank of this complaint immediately. Bandhan Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by Bandhan Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed Transaction due to an error or on account of merchandise return, the Merchant must cancel the earlier sales slip and the Cardholder must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip/sales slip needs to be produced by the Cardholder, if called for. The Card is not to be used at hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

### GLOBAL CARDHOLDER ASSISTANCE SERVICES (VISA/MASTERCARD) GLOBAL EMERGENCY ASSISTANCE

The multi-lingual VISA/MASTERCARD Emergency Assistance Services Programme offers worldwide emergency referral assistance to VISA/MASTERCARD Cardholders when travelling overseas. These include a wide range of legal, medical and other services. The communications and arrangements of services of the emergency assistance programme are provided by a third party service provider and are paid for by VISA/MASTERCARD International and the Cardholder 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 International are not employees of VISA/MASTERCARD International and, therefore, they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. The Bank does not accept any responsibility for the arrangement or the use of such services.

#### **EXCLUSION FROM LIABILITY:**

In consideration of the Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep Bandhan Bank and/or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Bandhan Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of Bandhan Bank's acting in good faith and taking or refusing



to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or noncompliance of the Terms and the terms and conditions pertaining to the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee oragents. The Cardholder shall indemnify and hold harmless Bandhan Bank from any and all consequences arising from the Cardholder not complying with 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. The Cardholder shall also indemnify Bandhan Bank fully against any loss on account of misplacement by the courier or loss- in-transit of the Card/. Without prejudice to the foregoing, Bandhan Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of: Any defect in quality of goods or services supplied; the refusal of any person to honour to accept a Card; the malfunction of any computer terminal/ system not within Bandhan Bank's control; effecting Transaction instructions other than by a Cardholder; handing over of the Card by the Cardholder to anybody other than the designated employees of Bandhan Bank at Bandhan Bank's premises; the exercise by Bandhan Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by Bandhan Bank; the exercise by Bandhan Bank of its right to terminate any Card; any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card; any misstatement, misrepresentation, error or omission in any details disclosed by Bandhan Bank except as otherwise required by law, if Bandhan Bank receives any process, summons, order, injunction, execution distrait, levy lien, information or notice which Bandhan 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 Card, Bandhan Bank may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. Bandhan Bank reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction; in the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by Bandhan Bank or any person acting on behalf of Bandhan Bank, the Cardholder 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 Cardholder, in any manner. The Cardholder agrees to indemnify Bandhan Bank for any machine/mechanical error/failure. However, Bandhan Bank shall be liable for all direct losses incurred by the Cardholder, caused due to a technical error/malfunction, which is directly within Bandhan Bank's control. However, Bandhan Bank shall not be liable for any loss caused due to a technical breakdown of the payment system if the same was recognisable by the Cardholder by a message on the display of the device or was otherwise known/communicated. The liability of Bandhan 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 Bandhan Bank's policies and applicable law/s.

## **ADDITION/WITHDRAWAL OF FACILITIES:**

Bandhan 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 use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by Bandhan Bank from time to time will be recovered by a debit to the Account linked with the Card. The Cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. Bandhan Bank shall also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at ATMs/POS Terminal/Internet /other devices within/outside India and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

### **FEES AND CHARGES:**

The Cardholder hereby agrees that the annual fees for the Card will be debited to the Primary Account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable. The Cardholder shall maintain at all times such minimum balance in the Account, as Bandhan Bank may stipulate from time



to time. Bandhan Bank reserves the right at any time to charge the Cardholder for the issue or reissue of a Card and/or any fees/charges for the Transactions carried out by the Cardholder on the Card. Cardholder is advised to check the schedule of charges updated on Bandhan Bank website <a href="https://bandhanbank.com/">https://bandhanbank.com/</a> for more details. Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon Bandhan Bank (either directly or indirectly), Bandhan Bank shall debit such charges, duty or tax against the Account.

The Card holder hereby agrees to the charges pertaining to issuance, maintenance, reissuance and usage of debit cards Cardholders detailed in the "Standard Schedule of Charges" available in the website https://bandhanbank.com/. In addition, operators of Shared Networks may impose an additional charge for each use of their ATM/POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account. In the situation that the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further Transactions. In case of Accounts classified as overdrawn Accounts, the Cardholder will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Bank and will be announced from time to time. The Cardholder also authorises Bandhan Bank to deduct from his Account, and indemnifies Bandhan Bank against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card (including without limitation reasonable legal fees). Bandhan Bank may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Bandhan Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time. In the case of transactions entered into by the Cardholder through his internationally valid Debit Card, the equivalent in the currency in which the Cardholder's Account is held, along with processing charges, conversion charges, fees if any charged as per VISA/MASTERCARD/RuPay regulations, any other service charges for such transactions shall be debited to the Account linked with the Card held at Bandhan Bank in India. The Cardholder authorises Bandhan Bank to recover all charges related to the Card as determined by Bandhan Bank from time to time by debiting the Account linked with the Card. Details of the applicable fees and charges as stipulated by Bandhan Bank will be displayed on the website and/or at the branches. Currently Bandhan Bank does not charge any convenience fee from the Cardholders. Bank shall not levy any charge that was not explicitly indicated to the Cardholder at the time of issue of the card and without getting his/her explicit consent, except for charges like service taxes which may be subsequently levied by the Government or any other Stautory Authorities.

# **QUALITY OF GOODS AND SERVICES:**

Bandhan Bank may, from time to time, at its discretion, tie-up with various agencies to offer various features on your Debit Card. Bandhan 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. It must be distinctly understood that the Debit Card is purely a facility to the Cardholder to purchase goods and/or avail of services, Bandhan Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Card Member with the Merchant Establishment must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Card Member of his/her obligation to pay all the Charges due to Bandhan Bank and the Card Member agrees to pay promptly such charges.

## **GOVERNING LAW AND JURISDICTION**

Bandhan Bank and the Cardholder agree that any legal action or proceedings arising out of the Terms shall be brought in the courts or tribunals at Kolkata in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. Bandhan Bank may, however, in its absolute discretion commence any legal or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. These Terms shall be governed by and construed in accordance with the laws of India.



#### **NOTIFICATION OF CHANGES:**

Bandhan Bank shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. Any alteration in the Terms will be intimated to the Cardholders through various channel of communication, including updating the changes to the Terms on the website of the Bandhan Bank update 30 (thirty) days prior to the changes being implemented. Upon completion of the notice period of 30 (thirty) days, the Cardholder would be deemed to have accepted the revised terms if she/he had not withdrawn during the specified period. The Cardholder shall be responsible for regularly reviewing these Terms and Conditions, including amendments thereto as may be posted on Bandhan Bank's website. However, he shall be deemed to have accepted the amended Terms by continuing to use the Card post notification of such amended Terms.

#### **INSURANCE BENEFIT:**

The Cardholder may, under the Card, be offered various insurance benefits from time to time by Bandhan Bank through a tie-up with an insurance company, available insurance cover will be activated from the date of activation of debit card along with applicable Terms and Conditions as described on Bandhan Bank's website. The nomination details if any available at the account level will be the default nominee. The Cardholder specifically acknowledges that he shall not hold BandhanBank responsible for any matter arising out of or in conjunction with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the insurance company. The insurance company will be solely liable for settlement of the claim as per the Cardholder's eligibility. Further, the Cardholder also agrees that Bandhan Bank may at any time (in its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on Bandhan Bank to continue this benefit. Cardholders are advised to check the details of Insurance covers available on his card on the Bank's website. The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing. On the Card/account being cancelled or withdrawn temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cancellation/withdrawing of Card/account. Further the Cardholder also agrees that even during continuation of his Card/account, the Bank may at any time (after giving 30 days' notice) suspend, withdraw or cancel the benefit of such insurance cover, and there will no binding obligation on the Bank to continue this benefit.

### **DISCLOSURES:**

The Cardholder hereby authorises Bandhan Bank to exchange, share or part with all the information relating to the Cardholder's details and transaction information/history and all information pertaining to and contained in the Terms or as expressed in the application made for the Card to its Affiliates/banks/financial institutions/credit bureaus/agencies/statutory bodies as may be required and undertakes not to hold Bandhan Bank/its Affiliates/the other group companies of Bandhan Bank Group and their agents liable for use of the aforesaid information.

The Cardholder hereby consent to Bandhan Bank collecting, storing, using, transferring or disclosing any information provided by the Cardholder, including sensitive personal data, transaction information and all information pertaining to and contained in the Terms or as expressed in the application made for the Card, for any or all of the following purposes:- (a) For provision, operation, processing or administration of any services provided to the Cardholder; (b) For data processing, statistical or risk analysis; (c) disclosing to other institutions, such information concerning the Account as may be necessary or appropriate in connection to its participation in any electronic fund transfer network, or as Bandhan Bank may deem necessary for the performance of any obligations arising out of or in connection with the use or operation of the Card; (d) To design financial services



or related products for the Cardholder's use; (e) For marketing financial services or related products or opportunities from Bandhan Bank and its affiliates; (f) To meet the disclosure requirements of any law binding on Bandhan Bank including but not limited to tax authorities, orders of court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies, regulatory authorities, and any other wing of Central Government or State Government; (g) To enable an actual or proposed assignee of Bandhan Bank or transferee of Bandhan Bank's rights to evaluate the transaction intended to be the subject of the assignment or transfer; (h) To manage Bandhan Bank's business and to offer an enhanced, personalized online experience on Bandhan Bank's website and third-party websites; (i) For recognizing the Cardholder when he/she returns to Bandhan Bank's website so that Bandhan Bank can personalize the Cardholder's experience; (j) For processing applications and transactions and respond to the Cardholder's requests; (k) For providing the Cardholder information regarding the product, service offers, promotional offers and similar products; (l) For the purpose of back office processing and other activities outsourced as per Reserve Bank of India guidelines, Bandhan Bank disclose Cardholder information with third party agencies; (m) For all other incidental and associated purposes relating to the provision of services or (n) For provision of complimentary services and Card features, Bandhan Bank may share Cardholder information with insurance companies and associated third party collaborators.

Disclaimer: Bank may, at its sole discretion, use the services of other service providers and/or agents, in relation to the services and products offered by the Bank, on such terms and conditions as may be necessary