

### **CARDMEMBER AGREEMENT**

Read Cardmember Agreement in your preferred language here: https://www.rbl.bank.in/vernacular-cardmember-agreement-for-credit-cards

# RBL BANK CREDIT CARD CARDMEMBER AGREEMENT

IMPORTANT: Before you use the enclosed RBL Bank Credit Card, please read these Terms and Conditions thoroughly. If you keep or use the RBL Bank Credit Card, you will be deemed to have unconditionally agreed to these Terms and Conditions and they will govern your use of the Credit Card. If you do not wish to accept these Terms and Conditions, please cut the Credit Card in half and return the pieces to us along with a letter for closure immediately. In the event of the Card being dispatched to you on the basis of your application on any electronic media (internet/email), or through telephone, it is expressly understood that the moment you sign on the reverse of your card or start using it, you will be deemed to have accepted the Terms and Conditions set out in this Agreement.

#### 1. DEFINITION

In these Terms and Conditions, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

- 1.1 "Applicant" means person(s) who has/have applied for a Card to RBL Bank Limited and is above the age of 18 years.
- 1.2 "Credit Card" shall mean a valid RBL Bank Credit Card including Co-Branded Credit Card, Add-on Credit Card or any other Credit Card issued by RBL Bank Limited at the request of the Applicant which bears the name and/or has the trademark, or logo or service mark, or the name of RBL Bank on the face of it.
- 1.3 "Add-on Credit Card" shall mean a Credit Card issued to the Add-on Cardmember on the request of the Primary Cardmember.
- 1.4 "Add-on Cardmember(s)" shall mean an individual who is a resident of India and family member of Primary Cardmember namely, Spouse, Brothers, Sisters, Parents and Children and is above the age of 18 years to whom an Add-on Credit Card will be issued at the request of the Primary Cardmember and whose charges are chargeable to the Card Account of the Primary Cardmember.
- 1.5 "Bank/RBL Bank shall mean RBL Bank Limited, its successors, permitted assigns, administrators, liquidators, nominees as the case may be.
- 1.6 "Billing Cycle" shall mean the period between generation of two successive Statements.
- 1.7 "Cardmember", "Primary Cardmember", shall mean the individual in whose name the Card has been issued and the Card Account is maintained.
- 1.8 "Card Account" shall mean an account opened in the name of the Cardmember and maintained by the Bank for the purpose of usage of the Credit Card as per the terms and conditions contained herein.
- 1.9 "Card Number" shall mean the unique 16 digit embossed on the face of your Card (also includes Card Number of Add-on Credit Card, if any).
- 1.10 "Co-Branded Credit Card" shall mean a credit card issued by the Bank in association with any other entity including but not limited to entity inter-alia engaged in a commercial/business operation(s).

- 1.11 "Credit Limit" means the maximum credit that can be availed on the Card Account maintained with the Bank and is varied from time to time.
- 1.12 "Charges" shall mean transactions made or charged to the Card Account under this Agreement whether or not the Cardmember signs a record of charge slip/form. This will include, but will not be limited to, purchase of goods/services, cash advances, drafts made from the Account by use of the Card or Card Number, annual fees, Finance Charges, over limit fee, late payment fee, transaction charges, service charges, Goods and Services Tax and any other fee/charges/amounts etc. which the Cardmember has agreed to pay or is liable to pay to the Bank under this Agreement.
- 1.13 "Cash Withdrawal Limit" means the amount of cash or cash equivalent that the Cardmember may be allowed to utilize for a non-purchase transaction across Card Account with the Bank.
- 1.14 "CVV" shall mean the last three (3) digits of the number on the backside of the Cardmember's Credit Card on the signature panel (below the magnetic stripe). The CVV is a security feature, which is to be used for identification purposes for internet transactions or for Cardmember's identification over the phone.
- 1.15 "Electronic Terminal" shall mean any branch teller terminal, automated teller machines (ATM), point of sale terminals, EDC (Electronic Data Capture machine) or any other device in which a Credit Card and/or PIN (personal identification number) can be used, and which is authorized by the Bank as described in these terms and conditions.
- 1.16 "Finance Charges" shall mean and include the interest charged on the total outstanding amount on the Card Account.
- 1.17 "Merchant Establishment" shall mean any company, corporation, establishment, firm, association, individual or any such entity which is designated as a network partner (MasterCard/VISA/RuPay) and/or with whom there is an arrangement for a Cardmember to obtain goods, services or cash advances using the Card or Card Number and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers) advertised as honouring the Credit Card.
- 1.18 "International Card Transaction" mean transaction made at Overseas Merchant Outlets, Overseas ATM, or on websites originating outside India.
- 1.19 "Merchant" means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns.
- 1.20 "Minimum Amount Due" shall mean such percentage of the Total Outstanding balance in the Card Account, as may be determined by the Bank from time to time, that a Cardmember is required to pay at each instance of the Billing Cycle and carry forward the balance amount for payment in the next Billing Cycle. For the purpose herein, it is clarified that the Cardmember must pay at least the amount indicated as Minimum Amount Due for each Billing Cycle and the balance amount carried forward will attract Finance Charges and the same will have to be paid by the Cardmember. Late Payment Fee ("LPF") is applicable if no payment or a payment less than the Minimum Amount Due ("MAD") is paid by the Cardmember on the due date.

- 1.21 "Purchase(s)" shall mean and include purchase of goods and services by the Cardmember by using the Card.
- 1.22 "Person" means any individual, corporation, firm, company, institution or other natural or legal person whatsoever.
- 1.23 "Date of Purchase" shall mean the date at which the transaction is posted on the card account and not the date on which the transaction is done by the Cardmember. All charges and rewards shall be calculated on the posting date.
- 1.24 "Payment Due Date" shall mean the date on which any outstanding amount in respect to the Card falls due and is payable.
- 1.25 "Statement" means a monthly statement of account sent by the Bank to a Cardmember setting out the financial liabilities on the date, of the Primary Cardmember and any Add-on Cardmember to the bank in respect to the Card Account.
- 1.26 "Total Outstanding" shall mean the amount outstanding on the Card Account due to the Bank including but not limited to Charges, fees and any other amounts that may be charged by the Bank from time to time in a Billing cycle. For the purpose indicated herein, it is clarified that the Total Outstanding is liable to be paid by the Cardmember upon each instance of the Billing Cycle, however, the said Cardmember may choose to pay an amount lesser than the Total Outstanding, but never less than the Minimum Amount Due for each Billing Cycle.
- 1.27 "EVM PIN" means the personal identification number issued for transactions to be undertaken on the Credit Card issued by the Bank.
- 1.28 "Valid Card" shall mean a Credit Card which is issued by the Bank and has not expired, not been damaged or been cancelled by the Bank or Cardmember.

#### 2. RBL BANK CREDIT CARD

- 2.1 Cardmember should agree to comply with the terms and conditions contained herein and as amended by the Bank under the Reserve Bank of India's (RBI) instructions or any statutory bodies or due to change in Bank's policy from time to time. It is clarified that the Card shall be honored only when a Credit Card is duly signed on the reverse and presented to a Merchant Establishment by Cardmember. Care must be exercised by Cardmembers while revealing the CVV number to any third party including and not limited to any unidentified individuals groups or internet address, as CVV may be misused for fraudulent transactions.
- 2.2 The Credit Card is a property of the Bank and must be produced or surrendered to the Bank on demand immediately.
- 2.3 The Card is not transferable and Cardmember should safeguard the same from misuse by retaining it under personal control at all times
- 2.4 Usage of Credit Card in foreign currencies outside India will be subject to Foreign Exchange Management Act (FEMA), 1999 of the Reserve Bank of India regulations. The Card should not be used to conduct any transaction on the websites that are prohibited under the laws of India, which may result in criminal liabilities against Cardmember.
- 2.5 Cardmember should not use the Credit Card for making payments in foreign currency in Nepal or Bhutan.

- 2.6 In the event of non-compliance by Cardmember with the Exchange Control Regulations, including but not limited to online foreign exchange trading, bitcoin or related speculative activity on the card, the Cardmember may be liable for action under the Foreign Exchange Management Act, 1999 and rules and regulations framed thereunder. The Cardmember may be debarred from holding the internationally valid Credit Card, either at the instance of the Bank or the RBI.
- 2.6 The Primary Cardmember and/or the Add-on Cardmember(s) shall be deemed to have accepted the terms and conditions of the Cardmember Agreement of RBL Bank, as modified from time to time at the sole discretion of the Bank, upon acknowledging receipt of the Credit Card, and/or by signing on the reverse of the Card, and/or by incurring a charge on the Card.
- 2.7 Credit Card cannot be used for making payments directly/ indirectly towards Overseas Forex Trading through electronic/ internet trading portals. This is prohibited as per regulatory guidelines.

#### 3. USE OF CREDIT CARD

- 3.1 Upon receipt of the Credit Card, Cardmember shall immediately sign on the signature panel on the reverse of the Credit Card.
- 3.2 The Credit Card may be used exclusively for bonafide personal or official purposes relating to purchase of goods and/or services.
- 3.3 At the time of incurring any charge, the Cardmember must sign and/or collect the corresponding charge slip, cash advance slip, or mail order coupon, as applicable. Failure to sign a charge slip will not discharge Cardmember of the liability for the Charges. Cardmember must retain their copy of the charge slips for at least six months. Upon Your request, the Bank, at its sole discretion, may provide copies of charge slips, subject to payment of an additional charge at the prevailing rate.
- 3.4 The Bank, at any time, may refuse authorization for a charge at a Merchant Establishment and/or restrict or defer the Cardmember's ability to use the Card and/or suspend or cancel the Credit Card. The Bank may through an ATM, Merchant Establishment or by itself may repossess/retain the Credit Card/ seek immediate payment in partial or full of the Credit Card outstanding if it reasonably believes that it is necessary to do so for proper management of credit or business risk or if the Credit Card or the Card Account is being misused or likely to be misused. Cardmember agree to the above without any protest or demur.
- 3.5 Any charge slip or other payment requisition received by the Bank for any transaction on the Card Account for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was incurred by the use of the Card by the Cardmember. Where a charge slip or voucher is not available viz. mail order or telephone order or electronic commerce (e.g. internet), and you dispute that transaction, Cardmember will first clear the outstanding on the Credit Card and shall resolve the dispute directly with the concerned Merchant Establishment. The Bank shall not be liable, in any manner whatsoever for the same.
- 3.6 Surcharge may be levied on purchase of certain products and services as notified by the Bank from time to time. Payment of surcharge is mandatory and the same may vary from time to

- time. Surcharge on Transactions at Petrol Pumps shall be 1% of transaction amount subject to a minimum of INR 10. Surcharge on purchase/cancellation of Railway tickets shall be IRCTC service charge + upto 1.8% of transaction amount.
- 3.7 The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardmember should notify the Bank of such refusal to accept the Card or levy of surcharge by the Merchant Establishment, this complaint at the address notified by the Bank from time to time or at the designated Customer Service Centre.
- 3.8 The Bank shall not be in any way responsible and/or liable for merchandise, price, rate, quality, quantity, warranty, privileges, benefits and facilities, including but not limited to deficiency/ delay in services, delivery or non-delivery, purchased or availed of by Cardmember from Merchant Establishment and/or third-party suppliers including any mail order placed by Cardmember. Any dispute arising thereto should be settled directly by Cardmember with the Merchant Establishment/third party suppliers and failure to do so will not relieve on Cardmember of any obligations to the Bank.
- 3.9 No claim by Cardmember against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.
- 3.10 The Card may be suspended/withdrawn by the Bank at its sole discretion without being liable in any manner whatsoever to Cardmember. Termination of the Card and this Cardmember Agreement shall result automatically in the termination of the privileges, benefits and facilities attached thereto.
- 3.11 It is further clarified that the Cardmember shall pay for the purchase of any/all goods/services, including but not limited to air/rail tickets, as it appears on the Statement to avoid incurring finance or fee charges even if the purchase has been cancelled subsequently. Credit of refund due to cancellation will be made to the Card Account (less cancellation charges) only when intimation of such cancellation is received by the Bank. No cash refund will be given to Cardmember. If a credit is not shown in the Statement of Account within a reasonable time, Cardmember must notify the Bank, immediately.
- 3.12 The Cardmember accepts full responsibility for use of the Card in contravention of laws, rules, regulations, and terms and conditions of this Cardmember Agreement, and further undertakes to indemnify the Bank and to make good any loss, damage, interest, conversion, including but not limited to any other financial charges and outgoings, costs, and consequences that the Bank may incur or suffer on your account and your acts of omission/commission and/or negligence.
- 3.13 Cardmember is also liable to pay all such statutory dues/ charges / duties levied on the services provided by the Bank to Cardmember.
- 3.14 Cardmember agree and hereby authorize the Bank to convert Charges incurred by Cardmember in foreign currency into Indian Rupee equivalent at such rate as the Bank may designate at its sole discretion from time to time.
- 3.15 RBL Bank shall exercise care when issuing PINs or codes and shall be under an obligation not to disclose the cardholder's PIN or code to anyone, except to the cardholder.

#### 4. FEES

- 4.1 The Bank reserves the right to charge the Credit Card Account with fees and charges. Cardmember agree to pay the following fees in respect of the Card:
  - a. Membership Fees (annual/monthly): At the prevailing rate at the time of Credit Card issuance, and thereafter during the month in which Credit Card was originally issued until the Credit Card Account is closed. The membership fee is payable in advance
  - b. Add-on Card Membership Fees: At the prevailing rate for each Add-on Card on the Card Account at the time of issuance and thereafter during the month in which Add-on Card was originally issued until it is closed.
- 4.2 The fees and charges outlined herein are non-refundable and may be revised at the sole discretion of RBL Bank, subject to prior notice being provided to you. The Cardmember agrees for these fees to be charged to the monthly Statement that will be generated by the Bank.

#### 4.3 Other Fees and Charges

The Cardmember should agree to pay all Charges, including but not limited to charges (for replacement, and duplicate Statement), transaction fee on cash advance, collection charges for outstation fee, legal cost, and any other fee/charges etc. incurred and/or charged by the Bank.

#### 4.4 Legal Fee

In the event of default and initiation of legal proceedings for recovery, the Cardmember shall be liable to pay all legal costs incurred by the Bank, including but not limited to court fees, advocate fees, and other related expenses.

#### 5. ISSUANCE AND LIABILITY

- 5.1 The Bank shall issue the Credit Cards to such Applicants of the Bank/members of the general public evincing interest in the Credit Card product of the Bank, who qualify for the issuance as indicated in Banks' Credit Card issuance policy, as applicable from time to time. In addition, the Bank at its sole and exclusive discretion shall decide upon the Credit Limit and/or Cash Withdrawal Limit to be granted to any Cardmember. The Credit Limit and/or Cash Withdrawal Limits are communicated to the Cardmember at various instances, including but not limited to at the time of delivery of the Credit Card and the Cardmember's periodic Statement. The available Credit Limit and/or Cash Withdrawal Limits at the time of periodic Statement generation is provided as a part of the Statement and the Bank at its discretion may review the Cardmember's Account periodically and modify the aforesaid limit(s) based on internal criteria. Cardmembers seeking to have their respective Credit Limit and/or Cash Withdrawal Limit increased/altered can do so by writing a request to the Bank along with all necessary documents that may be sought by the Bank. The Bank, at its sole discretion and based on such new documents provided, may choose to alter the Credit Limit and/or Cash Withdrawal Limits of the said Cardmember.
- 5.2 These terms and conditions shall be binding on the Cardmember on acceptance/swipe of the Credit Card and its usage.

- 5.3 No materials (including marketing materials) shall constitute to be an offer/promise from the Bank to issue a Credit Card to the Applicants of the Bank/members of the general public evincing interest in the Credit Card, including requests/applications for the issue of Add-on Credit cards.
- 5.4 In the event that an Add-on Credit Card is issued by the Bank, the Primary Cardmember shall exclusively at all times be responsible towards the total amount payable to the Bank on account of transactions incurred by the Primary and the Add-on Cardmember.
- 5.5 The Bank may require the Applicants of the Bank/members of the general public evincing interest in the Credit Card to produce submit such documents as may be required by the Bank at its sole discretion or as stipulated by the applicable law thereto.

#### 6. CARD VALIDITY, EXPIRY AND RENEWAL

- 6.1 Cardmember Credit Card is valid up to the last day of the calendar month of the year indicated on the face of the Credit Card unless cancelled earlier by the Bank.
- 6.2 Upon expiry or prior cancellation, Credit Card may be renewed or reinstated at the sole discretion of the Bank. On expiry, the Credit Card must be destroyed by cutting it in half over the magnetic strip. Also, please destroy the chip (if any) on the Credit Card by cutting the chip in two pieces.
- 6.3 Unless Cardmember is in breach of the Agreement or otherwise hereunder, the Bank will automatically renew the validity of the Credit Card and send the new card(s) to the Cardmember before the expiry of the current Credit Card. In case of non-receipt of renewed Card, Cardmember may contact to the designated Customer Service Centre of the Bank or write to the Bank at the address notified to Cardmember from time to time.
- 6.4 Cardmember must intimate the Bank at least 30 days prior to the expiry of the Credit Card currently being used if they do not wish to renew the Credit Card. In absence of such intimation of cancellation of the Card by the Cardmember, the annual fee (as applicable at the time of application) shall be charged to Cardmember Card Account and shall be non-refundable.
- 6.5 Submission of Permanent Account Number (PAN) details is mandatory for processing renewal requests of Credit Cards. In case PAN details are not updated with us before expiry, the renewal request will not be processed. In case PAN is not received within 90 days post expiry of Credit Card, the Credit Card Account will be permanently closed, and no further transaction will be permitted.

#### ADD-ON CARD

- 7.1 Card Account may have multiple Add-on Cards, the number to be determined at the sole discretion of the Bank.
- 7.2 Upon receipt of Cardmember request/authorization, the Bank at its sole discretion may issue Add-on Card to Add-on Cardmember. The Cardmember shall apply for Add-on Card only after taking due consent of the relative, for whom the Add-on Card is applied for, to use his/her details/information as required for the Application Form for Add-on Card issued by the Bank.
- 7.3 Cardmember will be fully responsible and liable for all transactions and Charges incurred on the Add-on Card, which will be included

in their Statement of Account for payment. Cardmember alongwith the Add-on Cardmember shall be jointly and severally liable to the Bank for all the Charges even though the monthly Statement of Account may be sent only to them. These terms and conditions shall also be binding on the Add-on Cardmembers.

- 7.4 Cardmember may withdraw the facility of Add-on Card by requesting the Bank and returning to the Bank the Add-on Card cut into half. On receipt of the same, the Bank will cancel the Add-on Card. All transactions incurred on the Add-on Card but not billed prior to the receipt of the cancelled Add-on Card by the Bank, shall be valid and binding on Cardmember.
- 7.5 The Add-on Card facility will be solely dependent on the continuation of Credit Card issued to Primary Cardmember and shall stand terminated in case of cancellation/termination/withdrawal of the Credit Card issued to Primary Cardmember.

#### 8. EMV PIN TERMS AND CONDITIONS

- 8.1 EMV PIN is a PIN sent either via SMS/email or to the registered address on record in the Bank's system. An EMV PIN is necessary for the Cardmember to be able to carry out offline transactions using the Credit Card. In case of non-receipt of the EVM PIN, the Cardmember may generate the same by calling RBL Bank Customer Care or through Internet Banking or any other mode as prescribed by the Bank from time to time. The Bank shall not be responsible if the Cardmember provide an incorrect registered mobile number.
- 8.2 The Cardmember acknowledge and agree that receipt of any EMV PIN may be delayed or prevented by factor(s) affecting the mobile phone service provider(s) or internet service provider(s) and other factors outside the Bank's control. The Bank does not guarantee the delivery of the EMV PIN.
- 8.3 The Cardmember agree to hold the Bank, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:
  - non-delivery, delayed delivery or the misdirected delivery of an EMV PIN;
  - Cardmember's failure or inability to transact on the Credit Card as a result thereof; and
  - c. Any loss or damage suffered or incurred by the Cardmember on account of any misuse, unauthorized use, loss or theft of the EMV PIN.
- 8.4 Cardmember shall comply with all requirements, instructions and specifications relating to the security of the EMV PIN as may be prescribed by the Bank at any time and from time to time in the Bank's sole and absolute discretion. Without prejudice to the generality of the foregoing, the Cardmember shall at no time allow or permit another person besides the Cardmember to use the EMV PIN
- 8.5 The Cardmember is responsible for keeping the EMV PIN confidential and shall not reveal the EMV PIN to any other party and shall take all necessary steps to prevent disclosure or discovery of the EMV PIN and/or password/s to/by any other/third party. The Cardmember is responsible for ensuring the

- security of the EMV PIN as well as mobile phone or device on which the EMV PIN is received, and for keeping these protected from unauthorized use
- 8.6 The Cardmember shall be liable for all the transactions made using the EMV PIN.
- 8.7 The Cardmember will not be eligible for chargebacks for transactions which have been authenticated by using the EMV PIN
- 8.8 The Cardmember shall immediately notify the Bank by calling the 24-Hour Customer Service:
  - if any number or device registered with the Bank is lost or stolen, or fails to function as intended,
  - if the Cardmember have any knowledge or reason for suspecting that the security or confidentiality of any EMV PIN has been compromised, or if there has been any unauthorized use of any EMV PIN or
  - c. of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other device (as the case may be) used by the Cardmember for the generation and/or reception of the EMV. The Cardmember shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Cardmember to comply with any of the foregoing. Financial liability arising due to the loss, theft or misuse of the EMV due to negligence of the Cardmember and shall be borne by the Cardmember. It could be result in cancellation of the Card account.
- 8.9 The Bank reserves the right to refuse any transactions if the Bank believes that the EMV PIN is being misused or being used without proper authorization.
- 8.10 The Bank may, in its absolute discretion, issue a new EVM PIN on the existing Credit Card. Subject to the provisions stated herein and as specified by the Bank from time to time, the Cardmember will not hold the Bank liable in case of any improper/fraudulent/ unauthorised/duplicate/erroneous use of the Card and/or the EVM PIN.
- 8.11 The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of the EMV PIN without giving any reason therefore and shall not be liable for any loss or damage as a result thereof.

#### 9. CASH ADVANCES

9.1 Cardmember can use the Credit Card, for withdrawal of cash from ATMs of the Bank, select partner Banks and from other locations/ permitted establishments as may be offered by the Bank at its sole discretion from time to time, and also for any other cash equivalent transactions including but not limited to demand draft facility, permitted by the Bank from time to time. For any all such cash advances and cash equivalent transactions, Cardmember shall comply with all the laws, rules and regulations including but not limited to Foreign Exchanges Law as stipulated under the Foreign Exchange Management Act, 1999 and rules thereunder and as further notified by RBI and other Government bodies. Cardmember shall not disclose the ATM PIN/code, provided to you by the Bank for cash advances, to any person. Cardmember

- shall take all possible care to prevent its discovery by any person. The Cardmember shall be required to retain the record of the transaction, generated by the ATM with Cardmember.
- 9.2 Cardmember can obtain a cash advance on Credit Card up to the Cash Withdrawal Limit amount as may be specified and or communicated by the Bank from time to time, subject to the available Cash Withdrawal Limit and such terms and conditions applicable to cash advance transactions.
- 9.3 Charges would be levied and billed to the Cardmember in the Statement communicated by the Bank. Such Charges are subject to change at the sole discretion of the Bank and shall be levied from the date of withdrawal until the date of settlement.
- 9.4 Default interest rates shall be effective immediately on occurrence of the default. Factors considered in determining Cardmember's monthly Finance Charges may include Cardmember's vintage, overall credit performance, including nature of defaults if any, in addition to other indicators of Cardmember's Accounts usage and performance.

#### 10. GOODS AND SERVICES TAX

Cardmember should agree to pay Goods and Services Tax as notified by the Government of India or any such rate as per the Government of India guidelines that may be levied on the prescribed fees, finance charges, applicable from time to time. The applicable GST would be CGST and SGST/UTGST else, IGST. Goods and Services Tax will reflect on Cardmember's monthly Statement. GST levied will not be reversed on any dispute on fee & charges/interest.

#### 11. ALERTS

11.1 Cardmember should agree that the Bank shall keep them informed about the status of their Card Account and provide any other information from time to time by sending them messages via SMS and/or Email or any other communication channel and they would have no objection to the same. It is further agreed to by the Cardmember that the Bank, at its sole discretion, may choose to charge a fee/charge for the said intimation/alert services, towards which the Cardmember shall have no objection whatsoever.

#### 11.2 Availability

- The SMS facility is currently available only to resident Indian Cardmember having Card Accounts with RBL BANK branches in India.
- The SMS Facility is provided through certain Cellular Service Providers ("CSP") and therefore available in regions where the CSP provides services and to subscribers of services of the CSP in India.
- c. The Alerts will be sent to the Cardmember only if the Cardmember is within the cellular circles of the CSP or in circles forming part of the roaming network of such CSP.
- d. RBL BANK may, if feasible, provide the facilities through more cellular service providers to increase the coverage.
- The Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the Cardmember.
- f. The above terms will be valid for all programs under which RBL Bank sends information using the SMS facility.

#### 12. LOYALTY PROGRAM AND OTHER PROGRAMS

- 12.1 RBL Bank Credit Card rewards program or such other loyalty program, offered with the Credit Card/Co-branded Credit Card ("Program") allows eligible Cardmembers to accumulate points ("Points") by spending on their Credit Card, from time to time. Points accumulated on such Credit Cards can be exchanged for a wide variety of rewards as offered by the Bank or the entity with whom the Co-branded Credit Card has been issued.
- 12.2 Participation in the Program is voluntary. The Cardmember may opt out of the Program by sending intimation to the Bank.
- 12.3 The terms in this Program will be in addition to and not in derogation of the terms contained in the Cardmember Agreement.
- 12.4 The Cardmember may continue to use his/her RBL Bank Card as he/she normally does. The Annual Fee for participation in the Program may be as determined by RBL Bank/commercial or business entity with whom Co-branded Credit Card is issued from time to time.
- 12.5 "Rewards Catalogue" hereinafter referred to as the Catalogue, means the catalogue published from time to time by the Bank, of merchandise available for redemption that may be claimed by the Cardmember in accordance with the Program's Terms and Conditions and any Terms and Conditions in the Catalogue.
- 12.6 'Reward Certificates' means a specific Redemption Voucher issued under the Program by the Bank to a Cardmember when a request is made by the Cardmember for a redemption of Points against products and/or discounts and/or services.
- 12.7 "Enrolment Date" shall mean the date of launch of the Program for the existing Cardmembers and the date on which the Card Account is set up by the Bank, for new Cardmembers. Enrolment Year shall mean "any twelve-month period" commencing on the Enrolment Date.
- 12.8 The Points accrued will reflect in the monthly Statement.
- 12.9 All Spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by RBL Bank from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:
  - a. Balance transfers
  - b. Cash advances
  - Financial charges (e.g. late payment fee, dishonoured cheque charges, service fee, transaction charges)
  - d. Disputed transactions
  - e. Any purchases made at petrol pumps/service stations, unless specifically communicated to the Cardmember otherwise.
- 12.6 A Cardmember cannot accrue points for any charge(s) incurred prior to his/her Enrolment Date.
- 12.7 Points accumulated by a Cardmember on Credit Card cannot be combined or used in conjunction with Points of his/her other Credit Cards at the time of redemption or transferred to any other customer loyalty program unless otherwise specifically notified by the Bank.
- 12.8 The Points accrued do not have cash and/or any monetary value unless the Bank at its sole discretion chooses to offer the said cash monetary value to selected few Credit Cards/their respective

- Cardmembers, upon specific expenditures and the Points accrued thereof.
- 12.9 Adjustments will be made to the Points if there are any credits, including those arising from returned goods or services or billing disputes. If a disputed transaction is resolved in favour of the Cardmember or where a transaction is reversed, proportionate Points will also be reversed and credited to the Cardmember's Account, if not already credited. Likewise, in the case of return of goods or a disputed transaction is resolved against the Cardmember, proportionate Points will be debited to/subtracted from the Cardmember's Account, if already credited. On redemption, the redeemed Points will automatically be subtracted from the Points accumulated in the Card Account.
- 12.10 RBL Bank will notify, on best effort basis, the Primary Cardmember in the Statement in respect of the Credit Card about the number of Points accumulated immediately preceding the closing date for the said monthly Statement.
- 12.11 In the event the Credit Card is voluntarily closed by the Cardmember or cancelled for any other reason, any outstanding Reward Points after cancellation of the Credit Card shall automatically lapse and shall stand forfeited. If the Credit Card, for any reason whatsoever, is blocked or suspended by RBL Bank, the Points accumulated shall stand forfeited but may be reinstated, at the sole discretion of RBL Bank, if use of Credit Card is reinstated.
- 12.12 RBL Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit, and re-instatement of Points shall be final, conclusive and binding on the Cardmember.
- 12.13 The Points available to redeem means Points that can be redeemed by Cardmember for merchandise (goods/services) from the Reward Catalogue or for Reward Certificate available with the Merchant Establishment or in any manner as may be specific to the respective Credit Cards including but not limited to instant redemption, cash redemption, and gift vouchers.
- 12.14 The Cardmember understands that Bank, subsequent to informing the Cardmember, may debit an amount for participation of the Cardmember in any of its Program(s) (hereinafter "Amount"). Subsequent to such debit of Amount, if the Cardmember intimates to the Bank intention of non-participation in the Program, in writing within 7 days of receipt of the Statement sent by the Bank with regard to Cardmember's usage of the Card, the Amount shall be credited by the Bank to the Cardmember's Account.
- 12.15 The Cardmember shall be communicated the number of points earned by a Cardmember in one statement cycle. The rate and the manner these Points can be redeemed will be at the sole discretion of the Bank may change the rate anytime without any prior intimation.
- 12.16 No accumulation or redemption of the Points will be permissible if on the relevant date, the Card facility has been withdrawn or cancelled or Card Account is shown as an overdue Account.
- 12.17 Cardmember cannot transfer the Points to another person or combine the same with any other Card of the Bank held by Cardmember. However, the Bank, at its sole discretion, may in certain cases allow transfer of Points for specific schemes and intimate Cardmember of the same from time to time.

- 12.18 The Bank's computation of Points shall be final, conclusive and binding on Cardmember and will not be liable to be disputed or questioned for any reason whatsoever.
- 12.19 Points accumulated that are not redeemed by the Cardmember with 24 months will expire and shall stand forfeited.
- 12.20 The Credit Card must not be overdue, suspended, blocked, cancelled or terminated by RBL Bank at the time of the receipt of request for redemption of Points.
- 12.21 The Points accrued can only be redeemed by the Primary Cardmember, and not by an Add-on Cardmember.
- 12.22 The Points may be redeemed at participating Merchant Establishments for a variety of rewards, as detailed in the Program catalogue and other mailers issued by RBL Bank from time to time, e.g. merchandise, shopping, dining, travel, entertainment, fee waivers, financial services, Credit Card upgrades.
- 12.23 The Cardmember is required to register at www.rblrewards.com to be able to place a redemption request. The Cardmember may also access the website for viewing the status and options for their respective redemption of Points.
- 12.24 RBL Bank will not liable for any delay or loss in delivery of the redemption certificates/vouchers or gifts.
- 12.25 Redeemed Points are not exchangeable for other rewards, or refundable, replaceable, or transferable for cash or credit under any circumstances, and such redeemed Points cannot be reconverted back to Points. Once exchanged for another partner loyalty program, if any, Points cannot be transferred back.
- 12.26 All rewards are subject to availability and certain restrictions may apply. The redemption procedure and the additional terms and conditions for each reward shall be set forth in the redemption certificates/vouchers issued to the Cardmember.
- 12.27 Any additional meals, transportation, accommodation arrangements, courier or other costs incurred in connection with redemption of any reward shall be the sole responsibility of the Cardmember.
- 12.28 Issuance of a redemption certificate for dining, travel or hotel accommodation does not constitute a reservation. The Cardmember is responsible for making all reservations and notifying the participating Merchant Establishment(s) of the reward(s) he/she is going to redeem.
- 12.29 Other RBL Bank benefits, which are activated by use of the Credit Card, do not apply to goods or services received as rewards under the Program.
- 12.30 RBL Bank shall in no event be responsible or liable, in any manner whatsoever, for the product and/or services redeemed from the Point, including but not limited to any defect or deficiency in or with respect to any claim arising out of non-use or use of the Points, or in usage of redemption certificate for dining, travel or hotel accommodation, or in usage, durability, merchantability of any product service acquired by redemption of Points.
- 12.31 Fraud and/or abuse relating to earning and redemption of Points in the Program shall result in forfeiture of the Points as well as termination and cancellation of the Credit Card.
- 12.32 Information supplied by a Cardmember on redemption of rewards may be used by RBL Bank or its Merchant Establishments for

- administrative purposes, without procuring any permission, written or otherwise, from the Cardmember.
- 12.33 Any taxes or other liabilities or charges payable to the Government, any other authority, body or any other participating Merchant Establishment, which may arise or accrue to a Cardmember on redemption of Points as aforesaid or otherwise shall be to the sole account of the Cardmember.
- 12.34 RBL Bank reserves the right to cancel, change or substitute the rewards, reward conditions or the basis of computation of Points, or terms and conditions of the Program at any time, without giving any intimation to the Cardmember. RBL Bank can suspend or terminate the Program at any time it deems necessary, without any liability for the Points earned.
- 12.35 The Bank will not be liable for any delay or inability in the provision of any items from the Rewards Catalogue caused by circumstances such as and including but not limited to strike or industrial disputes, acts of God, flood, weather, aircraft nonserviceability or unavailability, war or civil disturbance.
- 12.36 RBL Bank makes no warranties or representations, either expressed or implied, with regard to the type, quality or fitness of the goods and/or services provided/that may be provided by the participating Merchant Establishments/co-branded commercial or business entity under the Program. Merchandise, where applicable, may be accompanied by warranty information from the manufacturer and any claims must be directed solely to the manufacturer or service provider or co-branded commercial or business entity.
- 12.37 Any dispute concerning goods or services received as rewards under the Program shall be settled between the Cardmember and the participating Merchant Establishment that supplied the goods or services. RBL Bank will bear no responsibility for resolving such disputes or for the dispute itself.
- 12.38 Each of the Program shall be governed by a separate specific terms and conditions (hereinafter "Program Terms and Conditions"). However, such Program Terms and Conditions shall not amend in any way to the Cardmember Agreement, and any term referenced but not defined therein may be interpreted in accordance with the Cardmember Agreement.
- 12.39 RBL Bank acts in good faith in response to any oral or electronic instruction or inquiry by the Cardmember in respect of any matter in relation to this Program and the fulfillment of any reward. The Cardmember shall not be entitled to claim or allege any loss, damage, liability, expense, etc, attributable, directly or indirectly, to any such good faith action of RBL Bank and the Cardmember shall indemnify and hold RBL Bank fully harmless in respect thereof.
- 12.40 Notwithstanding the aforesaid, the Bank also provides some value-added programs to only a select few Cardmembers. It is clarified that the said Programs are subject to specific terms and conditions and are value-added benefits provided by the Bank at its sole discretion to a selected Cardmembers.

#### 13. 24 HOURS CUSTOMER SERVICE

13.1 The Bank shall provide information and facility to Cardmember to facilitate access to information and carry out transactions on their Card Account by giving instructions on telephone. The Bank may accept this either manually or by an automated system. However, the Bank at its sole discretion, may decide on the nature of the information/transaction that can be given/carried over the telephone. The Bank also reserves the right to authenticate Cardmember's identity before processing the request.

- 13.2 Cardmember should agree that they shall not hold the Bank liable on account of the Bank acting in good faith on such instructions.
- 13.3 The Bank may at its sole discretion tape or record such instructions and may rely on transcripts of such telephonic instructions in evidence in any proceedings.
- 13.4 At the request of Cardmember, the Bank may send financial information by e-mail (at an e-mail registered with the Bank) regarding the Card Account which may be private or confidential in nature and they shall not hold the Bank liable in any manner if such information come to the knowledge of any third party.
- 13.5 In following such instructions, the Bank shall be doing so on a best effort basis and will not be liable on account of delay or inability on the part of the Bank to act immediately or at all on any of their instructions.
- 13.6 The Bank reserves its right not to carry out such instructions where the Bank has reasons to believe that the instructions are not genuine or to withdraw or suspend the facility.
- 13.7 In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank, Cardmember shall be obliged to inform the Bank of the discrepancy within thirty (30) days of receiving the advice from the Bank. In the event, the response provided by the Bank as resolution to any query is not to the satisfaction of the Cardmember, Cardmember have an option to escalate the matter within the available escalation mechanism of the Bank or to an external forum i.e. Banking Ombudsman. Usage of foul and unparliamentary language by Cardmember will not be acceptable and if such instances are found, the Bank may initiate necessary action as required including termination of relationship.
- 13.8 In consideration of the Bank providing the said facility Cardmember shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of using this facility.

#### 14. INTERNET BANKING

- 14.1 Cardmember should agree that while making any transaction over the internet on domestic or/and international websites, any out flow of foreign exchange must be undertaken only in accordance with Foreign Exchange Management Act, 1999, applicable RBI regulations and other applicable acts including any rules, regulations, notifications thereunder and any other law as may be applicable from time to time. The Bank, at its sole discretion, may decline certain internet transactions by Cardmember in order to protect from unauthorized and illegal use of account information by any person.
- 14.2 Cardmember may also be given a specific EVM PIN for use of this facility. Cardmember shall personally be liable for the security of the said number and shall not share or disclose the said number to any individual.

- 14.3 Cardmember should agree not to use the Card/Card Number to visit websites on gaming and obscenity that has been prohibited and declared illegal by the Government of India. By doing so, they may be liable for any legal action against them and the Bank shall not be responsible for the same.
- 14.4 The information materials contained on the websites are subject to change. Unauthorized use of the Bank's website including but not limited to enter into Bank's system, misuse of password or misuse of any information posted on the website is strictly prohibited. In doing so, Cardmember shall be liable for legal action under the provisions of Information Technology Act, 2000 and other Acts applicable at that time.
- 14.5 In consideration of the Bank providing the internet banking facility. Cardmember shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of using this facility.
- 14.6 The Bank reserves the right to terminate any user's access with or without assigning any cause, or without any notice whatsoever.

#### 15. ONE TIME PASSWORD ("OTP") TERMS AND CONDITIONS

- 15.1 OTP is a one-time password sent via SMS to the mobile phone number on record in the Bank's system. An OTP is necessary to be able to transact using the Credit Card via the internet or via mobile banking. An OTP is generated for transactions where the credit card is not present i.e. transactions carried out over the internet, IVR, etc. and is valid only for a span of 15 minutes from the time of its generation.
- 15.2 The Cardmember acknowledges and agrees that receipt of any OTP may be delayed or prevented by factor(s) affecting the mobile phone service provider(s) and other factors outside Bank's control. The Bank does not guarantee the delivery of the OTP. The Cardmember agrees to hold the Bank, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:
  - a. a non-delivery, delayed delivery, or the misdirected delivery of an OTP;
  - failure or inability to transact on the Bank credit card, as a result thereof; and
  - any loss or damage suffered or incurred on account of any misuse, unauthorized use, loss or theft of the OTP.
- 15.3 The Cardmember shall comply with all requirements, instructions and specifications relating to the security of the OTP as may be prescribed at any time and from time to time in its sole and absolute discretion. Without prejudice to the generality of the foregoing, the Cardmember shall at no time allow or permit another person to use the OTP.
- 15.4 The Cardmember will be responsible for keeping the OTP confidential. The Cardmember shall not reveal the OTP to any other party and shall take all necessary steps to prevent disclosure or discovery of the OTP and/or password/s to/by any other party. The Cardmember is responsible for ensuring the security of the OTP as well as mobile phone or device on which the OTP are received, and for keeping these protected from unauthorized use.

- 15.5 The Cardmember shall be liable for all the transactions made using the OTP.
- 15.6 The Cardmember shall immediately notify the Bank by calling the 24-Hour Customer Service:
  - if any number or device registered with the Bank is lost or stolen, or fails to function as intended,
  - if the Cardmember has any knowledge or reason for suspecting that the security or confidentiality of any OTP has been compromised, or if there has been any unauthorized use of any OTP or
  - c. of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other device (as the case may be) used by the Cardmember for the generation and/or reception of the OTP. The Cardmember shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure to comply with any of the foregoing. Financial liability arising due to the loss, theft or misuse of the OTP due to the Cardmember's negligence shall be borne by the Cardmember and could result in cancellation of the Credit Card.
- 15.7 The Cardmember reserves the right to refuse any transactions if the Cardmember believes that the OTP is being misused or being used without proper authorization.
- 15.8 The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of the OTP without giving any reason thereof and the Bank shall not be liable for any loss or damage as a result thereof.

#### 16. DISCLOSURE

- 16.1 The Cardmember undertakes and authorizes RBL Bank, its affiliates to exchange, share or part with all the information, data or documents relating to his/her application to other RBL Bank affiliates/branches/subsidiaries/banks/financial institutions/ credit bureaus/agencies/regulatory authorities/statutory bodies/ tax authorities/Information Bureaus/such other persons as RBL Bank may deem necessary or appropriate or as may be required for use or processing of the said information/data by such person/s or furnishing of the processed information/transaction data/products thereof and shall not hold RBL Bank liable for use of this information. However, the Bank will not be responsible for any consequences arising out of the third party's acts or omissions. All payments made to such third party service providers for collection will be deducted from Cardmember's cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues/amounts. Cardmember shall be liable for all costs associated with the collection of dues, legal expenses and discretionary amounts with interest, should it become necessary to refer the matter to any agent or take legal recourse for enforcement of payment.
- 16.2 In case the Cardmember commits a default in payment or repayment of principal amount of any financial assistance/facilities/financial/ credit facility or interest/charges due thereon, RBL Bank and/ or the RBI will have an unqualified right to disclose or publish the details of the default and the name of the Cardmember/

its directors/partners/add-on cardmembers, as applicable, as defaulters in such manner and through such medium as RBL Bank or RBI in their absolute discretion may think fit.

16.3 RBL Bank shall disclose information relating to credit history/ repayment record and/or days past due status of the Cardmember in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau through Statements. Acceptance of an application for a Credit Card is based on no adverse reports of the Cardmember's credit worthiness. RBL Bank may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Cardmember's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Cardmember or his/her family members), RBL Bank may, after 15 days prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall be immediately payable by the Cardmember. RBL Bank shall not be obliged to disclose to the Cardmember the name of the bank or financial entity, from where it received or to which it disclosed information.

#### 17. CREDIT CARD LOSS, REISSUANCE AND REPLACEMENT

- 17.1 In an event Credit Card becomes defective/gets damaged, mutilated, lost or stolen it must be reported immediately to the Bank's 24 hours Customer Service. However, in case of loss of Card due to theft, the Cardmember must also file a report with the local police station and should be able to produce a copy of the same upon request by the Bank. The Bank will, upon adequate verification, suspend the Card Account and terminate all facilities in relation and will not be liable for any inconvenience caused to the Cardmember. The Cardmember shall take cognisance of the fact that once a Credit Card is reported lost, stolen or damaged, the Credit Card cannot be used again, even if found subsequently. The Cardmember declares that if a Credit Card is reported lost. damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Cardmember shall promptly cut the Credit Card in diagonally over the magnetic strip and return the same to the Bank for cancellation and destroy the chip (if any) on the Credit Card by cutting the chip in two pieces.
- 17.2 In an event Credit Card becomes defective or is damaged, the Cardmember may ask for a replacement Credit Card at any of the Bank's branches or lodge request at 24 hours Customer Service. All such replaced Credit Cards shall be provided at the discretion of the Bank upon such Charges prevailing at the time of replacement.

#### 18. CHANGE OF ADDRESS AND TELEPHONE NUMBER

Cardmember shall promptly notify the Bank at the address notified by the Bank from time to time or designated customer service centre in writing or telephonically of any change in their address and/or any telephone number. Any request for change in address should be accompanied with the self-attested address proof.

#### 19. EXCLUSION OF LIABILITY

19.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to Cardmember in respect of any loss or damage arising directly or indirectly out of

- a. any defect in any goods or services supplied,
- b. the refusal of any person to honor or accept a Card,
- c. the malfunction of any Electronic Terminal,
- the giving of transaction instruction other than by the Cardmember,
- any statement made by any person requesting to return of the Credit Card or any act performed by any person in conjunction,
- f. handing over of the Credit Card by the Cardmember to anybody other than designated employees of the Bank at the Bank's premises,
- g. the exercise by the 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 made and/or procured by the Bank or by any person or computer terminal,
- the exercise by the Bank of its right to terminate any Card or the Card Account.
- any injury to credit, character and reputation alleged to have been caused by the repossession of the Card and/or any request for its return or the refusal of any service establishment/mail order establishment/Internet Merchant Establishment to honor or accept the Credit Card.
- j. any mis-statement, misrepresentation, error or omission in any details disclosed by the Bank
- decline of a charge because of exceeding Foreign Exchange entitlements as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardmember exceeding his entitlements
- 19.2 In the event a demand or a claim for settlement of outstanding dues from Cardmember is made either by the Bank or any person acting on behalf of the Bank, Cardmember should agree and acknowledge that such demand or claim shall not amount to be an act of defamation or on act prejudicial to or reflecting upon Cardmember character, in any manner.

#### 20. CROSS DEFAULT

The Cardmember expressly accepts that if the Cardmember fails to pay any monies due or which may be declared due prior to the date when it would otherwise have become due or commits any other default under any agreement (including these Terms and Conditions) with the Bank under which the Cardmember is enjoying any financial/credit/other facility, then in such event the Bank shall, without prejudice to any of its specific rights under each of the agreements, be absolutely entitled to exercise all or any of its rights under any of the Cardmember's agreements (including this agreement) with the Bank, at the sole discretion of the Bank.

## 21. SERVICES PROVIDED BY NETWORK PARTNER (MasterCard/VISA/RuPay)

22.1 The Cardmember acknowledges that certain emergency services provided to Cardmember by Network partner (MasterCard/VISA/RuPay). These services are facilitated by the Network partner through third party agents. The Cardmember shall be solely responsible for the cost incurred while availing such emergency services provided by or through the Network partner.

- 22.2 The Assistance provided by the Network partner (MasterCard/ VISA/RuPay) is on best effort basis.
- 22.3 The Bank, whether in India or any other jurisdiction, shall not be held liable for any arrangement or use of services provided by network partner (MasterCard/VISA/RuPay).

#### 22. INSURANCE BENEFITS

In addition to Terms and Conditions as may be stipulated by the respective insurance company providing insurance cover/facilities, for the purpose of these Terms and Conditions, the following Terms and Conditions shall govern such insurance cover:

- 23.1 Cardmember acknowledges that Insurance covers may vary from Card to Card. It is Cardmember's responsibility to understand the specific complimentary insurance cover provided to the Cardmember under the specific RBL Bank Credit Card/Co-branded Card
- 23.2 The Cardmember specifically understands that any complimentary insurance covers/facilities provided on any Card, if any, may not be available for any one or more specific category/type of Card.
- 23.3 Insurance covers are not provided by the Bank. Exclusions/ limitations and claim process will be governed by the policies issued by the concerned insurance company. The Cardmember explicitly acknowledges that RBL Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, regardless of whether or not the premium for such insurance cover is paid by the Cardmember. The Cardmember further acknowledges that the concerned insurance company will be solely liable, for all such insurance related claims/matters and the Cardmember shall not hold the Bank responsible for any matter arising out of or in connection 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 concerned insurance company and to the exclusion of RBL Bank and no communication in this regard will be entertained by RBL Bank. However, there could be specific exceptions to the aforesaid for certain insurance covers offered wherein RBL Bank may assist (but not obliged to) in informing about and collecting claim documentation and these will be communicated at the time of selling such insurance covers.
- 23.4 The Cardmember acknowledges that the insurance cover so provided will be available only to the Cardmember only in accordance with the terms of the relevant insurance policy in effect, and solely as long as the Cardmember is and remains a Cardmember of RBL Bank with his Card being valid card, and on the Card membership being withdrawn (whether 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 cessation of Card membership. Furthermore, the Cardmember also agrees that even during the continuation of his Card membership, RBL Bank may at any time without prior notice (in its sole discretion and/or without assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on RBL Bank to continue this benefit.

23.5 The benefits indicated in the concerned insurance policy shall constitute the maximum amount for which the Cardmember will be entitled in the event of any loss occurring during the period covered by the respective insurance policies issued by the concerned insurance company.

#### 23. ASSIGNMENT

Cardmember expressly recognizes and accepts that the Bank shall be absolutely entitled to sell, assign or transfer, in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as the Bank may decide (including reserving a right to the Bank to proceed against Cardmember on behalf of any purchaser, assignee or transferee), Cardmember's outstanding and dues to any third party of the Bank's choice without reference to or without written intimation by the Bank to the Cardmember, and any such sale, assignment or transfer shall bind to accept such third party as a creditor exclusively or as a joint creditor with the Bank, but with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party or to appropriate the same, as the Bank may decide. Any costs incurred by the Bank towards enforcement or its rights and recovery of outstanding and dues shall be debited to Cardmember's Account. Notwithstanding any such sale, assignment or transfer, the Bank shall be fully empowered to proceed against the Cardmember. The Cardmember shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstanding and dues.

#### 24. MISCELLANEOUS

- 24.1 The Cardmember acknowledges that where the Bank acts on good faith in response to any oral or electronic instruction or inquiry made by the Cardmember in respect of any matter in relation to the Card, the Cardmember shall not be entitled to claim or allege any loss, damage liability, expense etc. attributable, directly or indirectly, to such good faith action of the Bank and the Cardmember agrees to hold the Bank harmless in respect thereof.
- 24.2 The Cardmember's liabilities under this Cardmember Agreement shall not be discharged of until outstanding on the Card Account is cleared in full.
- 24.3 The Cardmember acknowledges and agrees that the Bank, without prejudice to its right to perform the activities itself or through its officers or employees or other authorised agents, shall have full power and authority, to appoint one or more recovery agent and delegate to such recovery agent all or any of its functions, rights and powers under this Agreement relating to the right to collect and receive on behalf of the Bank all the dues under this Agreement and give valid and effectual receipts and discharge to the Cardmember and to perform and execute all lawful acts, deeds, matters and things connected herewith or incidental hereto.
- 24.4 The Total outstanding on the Card Account, together with any Charges effected but not yet charged to the Card Account, shall become immediately due and payable in full to the Bank upon occurrence of bankruptcy, insolvency, dissolution or winding up of a corporate body of a Cardmember, or death of the Primary Cardmember. In the event of the death of the Primary Cardmember, the estate of the deceased shall be liable for setting off any outstanding on the Card Account and shall indemnify the

Bank against all costs including but not limited to legal fees and expenses incurred in recovering such outstanding amount. Until such repayment is made in full, the Bank reserves the right to continue to levy Finance Charges and other applicable charges as given in the Schedule of Charges at its prevailing rate.

- 24.5 The Card Account shall also be liable to be suspended on instructions from any Government/Regulatory Body. All amounts outstanding on the Credit Card shall be deemed to have immediately become due on instructions from Government/Regulatory Bodies, as the case may be, and the Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to Cardmember's obligation to pay forthwith all outstanding amount.
- 24.6 The Bank reserve the right, at its discretion, to amend, modify or add to all or any of these terms and conditions from time to time, which shall be communicated in writing to the Cardmember. The Cardmember will be deemed to have accepted the amendments unless all the outstanding amount on the Card Account is paid in full and the Card is returned to the Bank for cancellation or destroyed (cut in half) prior to the effective date of such amendments.
- 24.7 The Bank shall at its sole discretion add any new facility or withdraw any existing facility or features available to Cardmember under these terms and conditions.
- 24.8 All information published by the Bank is correct and complete at the time of publication. However, the Bank cannot assume responsibility for changes, that may occur after printing.
- 24.9 Cardmember is required to refer to our website: www.rbl.bank.in for MITC (Most Important Terms and Conditions).

#### 25. SPLIT AND PAY

Refer Split and pay terms and conditions on website www.rbl.bank.in Note: Easy Pay has been re branded to Split and Pay

#### OFFERS

- 27.1 RBL Bank may, from time to time, communicate offers of various Merchant Establishments to its Cardmembers, either at time of acquisition or after the Card has been activated. These offers may be communicated to the Cardmember through vouchers that could either be co-branded or could be only of the Merchant Establishment.
- 27.2 These offers are solely provided by the participating Merchant Establishments and the rules pdf of the participating Merchant Establishments shall apply. RBL Bank does not make these offer, holds no warranty and is not responsible for the delivery, quality, merchantability or suitability of product/services availed of by the Cardmember under this Offer/the Voucher.
- 27.3 The Cardmember further acknowledges that any information exchanged between the Cardmember with the Merchant Establishment is at the Cardmember's sole direction and he/ she shall not hold RBL Bank liable or responsible for use or misuse of such information by the Merchant Establishment. Any disputes regarding delivery, quality, merchantability or suitability of products/services availed of under this Offer/vouchers must be addressed by the Cardmember in writing to the participating Merchant Establishments directly and RBL Bank will not entertain any communication in this regard.

- 27.4 RBL Bank shall not be liable for any loss or damage including but not limited to personal injury that may be suffered by the Cardmember directly or indirectly, arising from the use or non-use of products/services availed of under this Offer/the Vouchers.
- 27.5 RBL Bank reserves the right to extend or terminate these offers without prior notice. The Bank also reserves the right, at any time, without prior notice, to add/alter/modify/change or vary all of those terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this offer or not, or to withdraw the offer altogether.
- 27.6 The Cardmember shall not be entitled to any compensation/ benefits in any form whatsoever in lieu of the Offer. The offers cannot be exchanged or redeemed for cash.
- 27.7 RBL Bank shall not be liable in any manner whatsoever for any loss or damage or claims that may arise out of or otherwise howsoever from any refusal or failure on the part of the Merchant Establishment to provide or honor the offer, or benefits or privileges given under the Offer, for any reason whatsoever.
- 27.8 The offer can only be availed if the Credit Cardis current and in good standing at the time of availing the offer.
- 27.9 RBL Bank shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by the Merchant Establishment, nor for any loss whatsoever of any nature suffered by any Cardmember as a result of availing the offer.
- 27.11 Participation in the Offer is optional and is at the sole discretion of the Cardmember
- 27.12 In all matters relating to the Offer, the decision of RBL Bank shall be final and binding in all respects.
- 27.13 In the event that the Offer, these terms and conditions, or any part thereof is prohibited or restricted under applicable law, the Offer and/or the terms and conditions (as the case may be) may be modified to the extent required to comply with the law.
- 27.14 The terms & conditions of the offer shall be in addition to and not in substitution of/derogation to, the Cardmember terms & conditions governing the card.
- 27.15 Any term and condition applicable to the Offer which is illegal, prohibited or unenforceable under any law or regulations shall be ineffective to the extent of such illegality, void, prohibition or unenforceability without invalidating the remaining terms and conditions.

#### 27. RIGHT TO SET OFF /BANKER'S LIEN

In the event of Cardmember delaying or being unable to settle the Credit Card outstanding, as provided in this Agreement, for any reason whatsoever, Cardmember expressly and unconditionally authorise the Bank to lien and right of set off on all monies belonging to the Cardmember and adjust any such outstanding against any property or assets in the possession of the Bank from time to time, including but not limited to, Savings Account(s) and Current Account(s), that Cardmember may have with us individually or jointly, or any amount that may be payable by the Bank in any capacity to Cardmember on any account whatsoever.

The Bank shall have a lien over all their assets in possession of the Bank as per law.

#### 28. WAIVER/ACQUIESCENCE

No delay in exercise or omission to exercise any right, power or remedy accruing to the Bank upon any default under this Agreement, or any other agreement or document, shall impair any such right, privilege, power or remedy, nor shall it be construed to be a waiver/forbearance thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default.

#### 29. GOVERNING LAW & DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved by referring the dispute to a sole Arbitrator, appointed by a designated officer of the Bank under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of arbitration shall be Delhi, India. The arbitration proceedings shall be in English language.

#### 30. NON-RESIDENT CREDIT CARD PAYMENTS

- 30.1 If the Cardmember has a Non-Resident Indian (NRI) status, then he/she should ensure that all payment(s) towards his/her Credit Card are made from his/her Non-resident banking account.
- 30.2 A resident Cardmember going abroad for employment or emigration shall inform the Bank of the change in his residential status and apply for closure of his Credit Card. If any payment towards Credit Card dues is required by the Cardmember after the residential status change that would need to make all payments due on his Card in inward remittances/ from his Non-Resident Bank a/c (NRE a/c). The Cardmember agrees and hereby authorises the Bank to convert such remittances to the Indian Rupee equivalent thereof at the nprevailing exchange rate as notified by the RBI from time to time. It is the Cardmember's responsibility to inform the Bank about the change in his/her residential status.
- 30.3 The Non-Resident Cardmember agrees and confirms that the Cardmember will not make any alternative payments through cash, cheque and fund-transfers from the Cardmember's saving account or any other non-NRI banking accounts. If the customer fails to comply with requirements as stated above, the bank has the sole right to block or close the card forthwith and, without notice to that effect.
- 30.4 As per extant RBI regulation, debit from NRO account towards settlement of International charges on International Credit Cards are subject to the following restrictions on repatriation of NRO account balances: A Non-Resident Indian (NRI) or a Person of Indian Origin (PIO) may remit an amount up to USD one million, per financial year, out of the balances held in his Non-resident (Ordinary) Rupee (NRO) account, for all bona fide purposes, subject to payment of applicable taxes in India, if any.

30.5 Foreign nationals or expatriates holding RBL Bank Credit Card must ensure that they provide a valid VISA (with minimum six (6) months validity) for stay in India is furnished to the bank. In absence of valid visa, the Bank reserves the right to block/cancel or close the Credit Card.

#### 31. SECURED CREDIT CARD TERMS

- 31.1 "Secured Credit Card" shall mean RBL Bank Credit Card issued by RBL Bank to the Cardmember against the fixed deposit maintained by the Cardmember with RBL Bank.
- 31.2 In order to be eligible for availing the Secured Credit Card, the Cardmember shall be required to maintain/place a fixed deposit of minimum INR 5,000/- amount with RBL Bank or as advised by internal policies of the Bank.
- 31.3 The credit limit on the Secured Credit Card shall be up to ninety percent (90%) of the fixed deposit amount. The said credit limit may be subject to change at the sole discretion of RBL Bank from time to time and shall be communicated to the Cardmember through such mode and manner as deemed fit by RBL Bank.
- 31.4 The Cardmember shall be required to place the fixed deposits in the manner specified and upon execution of the relevant documents as specified by RBL Bank from time to time. The Cardmember shall be required to place fixed deposit at an RBL Bank branch only or such other alternate channel as shall be decided and communicated by RBL Bank at its sole discretion from time to time.
- 31.5 The fixed deposits so opened shall be opened on auto renewal mode only. In the event of cancellation of the Card by Cardmember/ RBL Bank, the fixed deposit linked to the Secured Credit Card shall continue in accordance with the instructions placed by the Cardmember at the time of placing the fixed deposit.
- 31.6 Upon issuance of the Secured Credit Card, RBL Bank shall mark a lien on the entire amount of the fixed deposit placed by the Cardmember, including interest earned by the Cardmember, until the termination of the Secured Credit Card or maturity of the fixed deposit, as the case may be.
- 31.7 The credit limit on the card will be a function of the principal amount of Fixed Deposit; the interest accrued on Fixed Deposits will not have any bearing on the credit limit assigned to the customers.
- 31.8 In the event that applicant has an existing fixed deposit with RBL Bank, the fixed deposit will be linked to the Cardmember's Secured Credit Card account and the fixed deposit shall be converted into an auto-renewal mode with immediate effect. The prevailing rate of interest applicable at the time of auto-renewal of the fixed deposit shall be applicable on the said fixed deposit amount.
- 31.9 The Cardmember/s shall not be able to make any part withdrawals from the fixed deposit linked to the Secured Credit Card.
- 31.10 The fixed deposits opened/placed by HUFs, Partnership firms, minors or opened jointly by applicant/s shall not be entitled for Secured Credit Card. Only those fixed deposits which are in the name of single individual shall be eligible for Secured Credit Card.

31.11 Nomination facilities shall be available for the fixed deposit facility. In the event of termination/withdrawal/cancellation of the fixed deposit or the Secured Credit Card or if the Cardmember fails to pay the due amount on the Secured Credit Card within 29 days from the due date, RBL Bank shall have the right to liquidate the entire fixed deposit amount including the interest accrued and set off such amount against the outstanding amount payable to RBL Bank under the Secured Credit Card. Any balance remaining after the above referred deduction shall be refunded to the

#### 32. ANNUAL FEE REVERSALS

Cardmember.

- 32.1 The 'Year for consideration' is defined as 12 months period starting from the date of first bill generation.
- 32.2 Spends will be calculated basis the transaction date submitted by the Merchant Establishment to the Bank.
- 32.3 RBL bank will not be held responsible if Merchant Establishment submits the transaction date as different from the actual date when the transaction was made.
- 32.4 The qualifying purchase value will exclude all EMIs pertaining to Loan on credit card, dial an EMI, balance conversion and balance transfer programs, cash withdrawals, fees, charges and service tax.
- 32.5 Any disputed transaction will not be considered in the computation of the qualifying purchase value. Merchant refunds will be considered as a negative adjustment in the computation of the qualifying purchase value.

#### 35. Declaration

The Cardmember acknowledges that any default committed by her/him towards payment of charges, shall affect his/her records in CIBIL report and in the reports of other Credit Information Companies authorised by the regulators.

#### Classification as Special Mention Account (SMA) and Non Performing Asset (NPA):

IRAC Circular Reference Para No. 4.2.21 - A credit card account will be treated as non-performing asset if the minimum amount due, as mentioned in the statement, is not paid fully within 90 days from the payment due date mentioned in the statement.

Illustration: If Minimum Amount due (MAD) of a credit card account as on March 31, 2024, and MAD are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2024. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2024 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2024. Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2024 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2024. The same is explain as below mention table:

Date	Reporting Date MAD Amount	DPD	Classification
31-Mar-2024 (MAD Due Date)	10000	1	
30-Apr-2024	20000	31	SMA -1
30-May-2024	30000	61	SMA-2
29-Jun-2024	40000	91	NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example: Upgradation of NPA Account loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears (MAD amount) of interest and principal are paid by the Cardmember.

Date	Reporting Date MAD Account	DPD	Classification
31-Mar-2024	10000	1	
30-Apr-2024	20000	31	SMA-1
30-May-2024	30000	61	SMA-2
29-Jun-2024	40000	91	NPA
30-Jun-2024	40000 received by Bank	0	Upgradation*

<sup>\*</sup>Upgradation of Account is Possible after total pending MAD due of Rs. 40000 is received from Cardmember

The detailed explanation for SMA and NPA classification as per IRACP norms along with FAQs are provided in the below links <a href="https://drws17a9qx558.cloudfront.net/document/pdfs/faqs-on-iracp.pdf">https://drws17a9qx558.cloudfront.net/document/pdfs/faqs-on-iracp.pdf</a>.

#### Disclaimer for third party offers:

RBL Bank is neither guaranteeing nor making any representation with respect to the offer/products/services provided by the third parties including the Partner. For any queries, complaints, issues and/or feedback pertaining to products and services purchased from a third-party website, Cardmember shall directly deal with the third parties only. The benefits/services may also be available at other platforms. The Customer's participation to avail such benefits/services is purely voluntary.

#### **Product Benefits**

For Product specific benefits and related terms and conditions, please visit <a href="www.rbl.bank.in">www.rbl.bank.in</a> under Credit Cards section.

#### **Product specific Terms and Conditions:**

For Product specific terms and conditions, please visit the below mentioned links.

Card	Product-specific Terms and Conditions link		
Icon	Click here to view Terms and Conditions		
World Safari	Click here to view Terms and Conditions		
Platinum Maxima	Click here to view Terms and Conditions		
Platinum Maxima Plus	Click here to view Terms and Conditions		
Popcorn	Click here to view Terms and Conditions		
Movies & More	Click here to view Terms and Conditions		
Platinum delight	Click here to view Terms and Conditions		
Titanium delight	Click here to view Terms and Conditions		
Cookies	Click here to view Terms and Conditions		
Monthly Treats	Click here to view Terms and Conditions		
Paisabazaar Duet	Click here to view Terms and Conditions		
Paisabazaar Duet Plus	Click here to view Terms and Conditions		
RBL Bank Play Credit Card	Click here to view Terms and Conditions		
Shoprite	Click here to view Terms and Conditions		
RBL Bank Credit Card	Click here to view Terms and Conditions		
(erstwhile RBL Bank			
MoneyTap Credit Card)			
Bank Bazaar SaveMax	Click here to view Terms and Conditions		
Bank Bazaar SaveMax Pro	Click here to view Terms and Conditions		
RBL Bank Black Credit Card (erstwhile RBL Bank	<u>Click here</u> to view Terms and Conditions		
MoneyTap Black Credit Card)			
Lazypay	Click here to view Terms and Conditions		
iGlobe	Click here to view Terms and Conditions		
Insignia	Click here to view Terms and Conditions		
Patanjali Swarn	Click here to view Terms and Conditions		
Patanjali Vishisht	Click here to view Terms and Conditions		
IRCTC RBL Bank Credit Card	Click here to view Terms and Conditions		
DMI Finance	Click here to view Terms and Conditions		
IndianOil RBL Bank	Click here to view Terms and Conditions		
IndianOil RBL Bank XTRA	Click here to view Terms and Conditions		
SalarySe Up	Click here to view Terms and Conditions		
Blockbuster	Click here to view Terms and Conditions		
Fun+	Click here to view Terms and Conditions		
TVS Credit Gold	<u>Click here</u> to view Terms and Conditions		
TVS Credit	<u>Click here</u> to view Terms and Conditions		
RBL Bank QuickPay Credit Card	<u>Click here</u> to view Terms and Conditions		
Piramal Finance Jalsa	Click here to view Terms and Conditions		

www.rbl.bank.in

**RBL Bank Limited** 

Card Operating Centre: Unit 306-311, 3rd Floor, JMD Megapolis, Sohna Road, Sector - 48, Gurgaon - 122 018, Haryana.

Registered Office: 1st Lane, Shahupuri, Kolhapur - 416 001, India. CIN: L65191PN1943PLC007308.