

**Terms & Conditions for Debit Cards**  
An understanding, an agreement

**TERMS AND CONDITIONS GOVERNING THE UTKARSH SMALL FINANCE BANK LTD. DEBIT CARD**

Important: Please make sure you have read these Debit Card Terms and Conditions carefully, before using the Utkarsh Small Finance Bank Ltd. Debit Card. By using the Debit Card you are unconditionally accepting the terms and conditions listed hereunder, and will be bound by them, and you accept the onus of ensuring compliance with the relevant Reserve Bank of India (RBI) Regulations, Exchange Control Regulation of the RBI, Foreign Exchange Management Act 1999 ("The Act"), all the rules and regulations framed under the Act, and as amended / modified / applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the Terms and Conditions of operation of your Savings Bank Account / Current Accounts with Utkarsh Small Finance Bank Ltd.

**DEFINITIONS:**

1. "The Bank", "Utkarsh Small Finance Bank Ltd.", means Utkarsh Small Finance Bank Ltd. and its successors and assignees.
2. "Card" or "Debit Card", refers to the Utkarsh Small Finance Bank Ltd. RuPay Debit Card issued by Utkarsh Small Finance Bank Ltd. to a Cardholder.
3. "Cardholder", "you", "your", "him" or similar pronouns shall, where the context so admit, refer to a customer of Utkarsh Small Finance Bank Ltd. to whom an Utkarsh Small Finance Bank Ltd. Debit Card has been issued by Utkarsh Small Finance Bank Ltd. to operate on a nominated account(s). All references to the Cardholder in the masculine gender will also include the feminine gender.
4. "Account(s)", refers to the Cardholder's Savings or Current Accounts that have been designated by Utkarsh Small Finance Bank Ltd. to the eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the accountholder, or sole signatory or authorised to act alone, when there is more than one accountholder / signatory.
5. "Primary Account" shall mean, in case of multiple accounts linked to the Card, the account that has been designated as being the main / first account of operation i.e. the account from which purchase transactions, cash withdrawals, charges and fees related to the Card are debited.
6. "Nominated Accounts" includes the Primary Account as described above, and it indicates the Cardholder's account(s) nominated in writing by him to be accessed by his Debit Card and PIN.
7. "ATM" refers to Automated Teller Machine, whether in India or overseas, whether of Utkarsh Small Finance Bank Ltd., or of any other bank on a shared network, at which amongst other things, the Cardholder can use his Debit Card to access the funds in his account(s) held with Utkarsh Small Finance Bank Ltd.
8. "PIN" means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by Utkarsh Small Finance Bank Ltd, chosen by him from time to time.
9. "Transaction" means instructions given, by a Cardholder by using his Card directly or indirectly, to Utkarsh Small Finance Bank Ltd, to effect action on the account. (Examples of transactions can be retail purchases, cash withdrawals, cash / cheque deposits, etc.).
10. "International Transactions" refers to the transactions performed by the Cardholder through his internationally valid Debit Card, outside India, Nepal and Bhutan.
11. "Statement" means a periodic Statement of Account sent by Utkarsh Small Finance Bank Ltd. to a Cardholder, setting out the transactions carried out by the Cardholder(s) during the given period, and the balance on that account. It may also include any other information that Utkarsh Small Finance Bank Ltd. may deem fit to include.
12. "Merchant" or "Merchant Establishments", shall mean establishments wherever located which accept / honour the Card and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by Utkarsh Small Finance Bank Ltd. or RuPay.
13. "EDC" or "Electronic Data Capture", refers to electronic Point-of-Sale swipe terminals, whether in India or overseas, whether of Utkarsh Small Finance Bank Ltd. or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
14. "RuPay" means a trademark owned by and normally associated with RuPay.
15. "RuPay/ATM Network" means ATMs that honour the Debit Card and that display the RuPay symbols. The Debit Card ("the Card") is issued by Utkarsh Small Finance Bank Ltd. having its registered office S-24/1-2 First Floor, Mahavir Nagar, Orderly Bazaar, Near MahavirMandir, Varanasi, Uttar Pradesh, India. PIN – 221002

**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 any 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 RuPay regulations pertaining to the guidelines issued by 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 context thereof, apply to the Terms as if incorporated herein.

**APPLICABILITY OF TERMS:**

The Terms form the contract between the Cardholder and Utkarsh Small Finance Bank Ltd.. 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 Utkarsh Small Finance Bank Ltd.'s 24-Hour Customer Care Centre or after 10 days have elapsed since the Card was dispatched to his address on record. The 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 Utkarsh Small Finance Bank Ltd. 24-Hour Customer Care Centre, Utkarsh Small Finance Bank Ltd. internet banking and/or any other channels, shall at all times continue to be bound by the terms and conditions stipulated by Utkarsh Small Finance Bank Ltd. from time to time for such services / facilities.

**BENEFITS OF CARD:**

The Cardholder can access cash at the ATM/ at Utkarsh Small Finance Bank Ltd. branch, make payments at Merchant Establishments, ascertain information about his Account balance through the use of the Card at ATMs/Utkarsh Small Finance Bank Ltd. 24- Hour Customer Care/ Internet Banking by using Corporate Care Services or otherwise, place request for renewal of the fixed deposit held with Utkarsh Small Finance Bank Ltd., or any such services as specified by Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd., 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. 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 Utkarsh Small Finance Bank Ltd..

**PERSONAL IDENTIFICATION NUMBER:**

To enable the Cardholder to use the Card, a Personal Identification Number (PIN) will be issued to him in the first instance or the Customer may be advised to generate PIN at any of the Utkarsh Bank ATMs/Branches (Green PIN). Utkarsh Small Finance Bank Ltd. exercises utmost care and caution when issuing the PINs and also ensures, to the maximum extent possible, that the same is not disclosed to anyone except the Cardholder. This PIN may subsequently, be changed by the Cardholder, at his own risk, at any Utkarsh Small Finance Bank Ltd. ATM or at designated Utkarsh Small Finance Bank Ltd. branches or at the Utkarsh Small Finance Bank Ltd. 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 not record the PIN in any form so as to facilitate PIN coming to knowledge of a third party.

The Cardholder grants express authority to Utkarsh Small Finance Bank Ltd. for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. Utkarsh Small Finance Bank Ltd. 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. Utkarsh Small Finance Bank Ltd. may, in its absolute discretion issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by Utkarsh Small Finance Bank Ltd. from time to time, the Cardholder will not hold Utkarsh Small Finance Bank Ltd. liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of the Card and/or the PIN. Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd. against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.

**LOST OR STOLEN CARDS:**

If a Card is lost or stolen, the Cardholder must file a report with the local police and send a copy of the same to Utkarsh Small Finance Bank Ltd.. The Cardholder may report a Card loss over the telephone to any of Utkarsh Small Finance Bank Ltd.'s 24-Hour Customer Care Centre either by way of written communication or by fax to his branch of Utkarsh Small Finance Bank Ltd. or such other mode as may be acceptable to Utkarsh Small Finance Bank Ltd.. Utkarsh Small Finance Bank Ltd. upon adequate verification will temporarily suspend the Card, and will subsequently hold list/cancel the Card during working hours on a working day of Utkarsh Small Finance Bank Ltd. following the receipt of such intimation. If the Cardholder loses his Card overseas, he may either follow the above procedure or contact the Branch. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. Subject to Clause 10 of the Terms, the Cardholder will be liable for all charges incurred on the Card until the Card is not listed/ cancelled. Further, in the event Utkarsh Small Finance Bank Ltd. 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 cognizance 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 Utkarsh Small Finance Bank Ltd. and adequate care taken to prevent its misuse.

Utkarsh Small Finance Bank Ltd. constantly monitors the risk of using the Card in the High Risk Countries. Utkarsh Small Finance Bank Ltd. will attempt to call the Card Members to inform them about the probable fraud risk that could emanate from such Card usage at High Risk Countries and shall seek consent from the Card Member to block the Card from further usage. In the event, the Card Member chooses not to block the Card after being informed by Utkarsh Small Finance Bank Ltd. of probable fraud risk or are not contactable by Utkarsh Small Finance Bank Ltd., Utkarsh Small Finance Bank Ltd. 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

**SURRENDER/REPLACEMENT OF CARD:**

The Card issued to the Cardholder shall remain the property of Utkarsh Small Finance Bank Ltd. and will be surrendered to Utkarsh Small Finance Bank Ltd., on request. The Cardholder shall return the Card to Utkarsh Small Finance Bank Ltd. for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by Utkarsh Small Finance Bank Ltd. for any reason whatsoever. Utkarsh Small Finance Bank Ltd., may, in its absolute discretion issue a replacement Card along with a new PIN to the Cardholders, including for any loss/ stolen Card.

**TERMINATION:**

The Cardholder may discontinue/ terminate the Card anytime by a written notice to Utkarsh Small Finance Bank Ltd. accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by Utkarsh Small Finance Bank Ltd.. Utkarsh Small Finance Bank Ltd. may at any time, with or without notice, as to the circumstances in Utkarsh Small Finance Bank Ltd.'s absolute discretion require, terminate the Card.

**USAGE GUIDELINES:**

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 Utkarsh Small Finance Bank Ltd. and for all related charges and shall act in good faith in relation to all dealings with the Card and Utkarsh Small Finance Bank Ltd.. Utkarsh Small Finance Bank Ltd. reserves the right to change the types of Transactions supported by the Card subject to a notice being given to the Cardholder in accordance with Clause 24. The Cardholder shall notify Utkarsh Small Finance Bank Ltd. immediately of any not-error or irregularity in maintaining the Account/ Card by Utkarsh Small Finance Bank Ltd. at any Utkarsh Small Finance Bank Ltd.'s 24-Hour Customer Care Centre or by way of written communication or by fax to his branch of Utkarsh Small Finance Bank Ltd. or such other mode as may be acceptable to Utkarsh Small Finance Bank Ltd.. 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) and the item-wisely limits as mentioned in the Schedules to the Government of India Notification No.G.S.R. 381(E) dated May 3, 2000, 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 authorized dealer in India. International Debit Cards cannot be used on internet for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, and payment for call-back services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty trading in foreign exchange in domestic/overseas markets etc. or any illegal activities; no withdrawal of foreign exchange is permitted for such items /activities. The Cardholder is under an obligation not to countermand an order/Transaction which he/she has conducted with the Card.

**LIABILITY IN CASE OF UNAUTHORIZED TRANSACTIONS:**

If a Card is lost or stolen or in the event of any unauthorized transaction on the Card, the Card Member must immediately report the loss/theft to Utkarsh Small Finance Bank Ltd. in accordance with the provisions detailed herein above. The Cardholder must also immediately notify the loss/ theft of the Card by calling the Utkarsh Small Finance Bank Ltd.'s 24-Hour Customer Care Centre or by way of a written communication or fax to his branch of Utkarsh Small Finance Bank Ltd. or such other mode as may be acceptable to Utkarsh Small Finance Bank Ltd.. The Cardholder shall not bear any financial liability, to the extent of and in accordance with the provisions of this section, for an unauthorized transaction (except ATM cash withdrawal and online Debit Card usage) provided he/ she notifies Utkarsh Small Finance Bank Ltd. in writing immediately of such unauthorized transaction and the Cardholder is not, in the opinion of Utkarsh Small Finance Bank Ltd., guilty of negligence, fraud or collusion. The said benefit shall be available to Cardholder subject to the terms contained herein and the amount of the above referred unauthorized transaction shall be credited to the Account, only in the event the following conditions are fulfilled:

If the Card is duly reported to be lost/ stolen by the Cardholder as per the procedure laid down by Utkarsh Small Finance Bank Ltd. and upon the Cardholder submitting a copy of the FIR reporting such loss/ theft of the Card to Utkarsh Small Finance Bank Ltd. If the said unauthorized transaction/s is/ are conducted within a period of 30 days prior to the date of such reporting of loss/ theft of the Card to Utkarsh Small Finance Bank Ltd.; if the Cardholder has conducted at least one purchase transaction using the Card, within 6 months prior to the date of such reporting of loss/ theft of the Card; and if the Cardholder has registered his mobile number with Utkarsh Small Finance Bank Ltd. for mobile banking facility. However Utkarsh Small Finance Bank Ltd. may, at its sole discretion deny the Cardholder the said benefit entirely or increase the amount of the Cardholder's liability in this regard: If Utkarsh Small Finance Bank Ltd., in its sole opinion, determines, based on available evidence (provided by the Cardholder and/ or otherwise obtained) that the Cardholder was grossly negligent or fraudulent in the handling of the Account or the Card (including protecting the Card, or Account or PIN, and reporting the loss or unauthorized Transactions) and/ or If Utkarsh Small Finance Bank Ltd., in its sole opinion, determines that further investigations are required, including those for the unauthorized transactions and/or merchant types; and/or if the prior account history of the Cardholder is unsatisfactory;

The responsibility of Utkarsh Small Finance Bank Ltd. for the non-execution or defective execution of an unauthorized transaction is limited to the principal sum and the loss of interest, subject to the provisions of the law governing the terms. Provided further that the total liability of Utkarsh Small Finance Bank Ltd. in this regard for any unauthorized transaction conducted on the Card shall be limited to Rs. 50,000 (Fifty Thousand Only) and the same is subject to change, at the sole discretion of Utkarsh Small Finance Bank Ltd., from time to time

**MULTIPLE ACCOUNTS:**

The Cardholder agrees that in case he has multiple accounts with Utkarsh Small Finance Bank Ltd., Utkarsh Small Finance Bank Ltd. will decide the number of

accounts, which he should have the Card facility on them. In case of Cards linked to multiple Accounts, fast cash Transactions on Utkarsh Small Finance Bank Ltd. ATMs, all Transactions done on Shared Network ATMs and POS Terminal Transactions carried out with the Card will be affected only on the Primary Account. Utkarsh Small Finance Bank Ltd. will debit the Accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement of the Account(s), which are linked to the Card.

**STATEMENTS AND RECORDS**

The Cardholder can get a verbal or written history of his Transactions by calling the Utkarsh Small Finance Bank Ltd. 24-Hour Customer Care Centre. The Cardholder can also check the transaction records from the Account Statement available online at Utkarsh Small Finance Bank Ltd.'s website and last 10 transactions on Utkarsh Small Finance Bank Ltd. ATM. The Cardholder will inform Utkarsh Small Finance Bank Ltd. in writing within 15 days, if any irregularities or discrepancies exist in the transactions/ particulars of the Account on any Account Statement that is made available to the Cardholder. If Utkarsh Small Finance Bank Ltd. does not receive any information to the contrary within 15 days Utkarsh Small Finance Bank Ltd. may assume that the Account Statement and the transactions are correct. To ensure the Cardholder's interests, Utkarsh Small Finance Bank Ltd. may record on camera or on videotape, at its own discretion the access to and the presence of any person while availing the use of the Card facilities. All records maintained by Utkarsh Small Finance Bank Ltd., in electronic or documentary form of the instructions of the Cardholder and such other details (including but not limited to payments made or received) pursuant to the Terms, and all camera/video recordings made as mentioned above shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

**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 will be allowed to withdraw only a certain amount of cash per transaction per day as determined by Utkarsh Small Finance Bank Ltd. irrespective of the credit balance in the Account(s). 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 a printed transaction record i.e. the transaction slip/ ATM receipt. The amount of available funds is shown on this ATM receipt when the Cardholder uses his Card. 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 which display the logos<sup>o</sup> of Utkarsh Small Finance Bank Ltd./RuPay and/or such other agencies recognized by Utkarsh Small Finance Bank Ltd. and which have a POS terminal. The Card is for electronic use only as in the case of the charge slip/ sales slip printed electronically from the POS terminal. The Cardholder must sign a sales slip whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved as being authorized by the Cardholder will be his liability. The Card is operable with the help of PIN at POS terminals installed at Merchant locations. 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 Utkarsh Small Finance Bank Ltd..

However, the Cardholder should notify Utkarsh Small Finance Bank Ltd. of this complaint immediately. Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd. 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 not-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.

**EXCLUSION FROM LIABILITY:**

In consideration of Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep Utkarsh Small Finance Bank Ltd. and /or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd.'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 conditions pertaining to the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents. The Cardholder shall indemnify and hold harmless Utkarsh Small Finance Bank Ltd. 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/Apartments. The Cardholder shall also indemnify Utkarsh Small Finance Bank Ltd. fully against any loss on account of misplacement by the courier or loss-in-transit of the Card/PIN. Without prejudice to the foregoing, Utkarsh Small Finance Bank Ltd. 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 honor to accept a Card. The malfunction of any computer terminal/ system not within Utkarsh Small Finance Bank Ltd.'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 Utkarsh Small Finance Bank Ltd. at Utkarsh Small Finance Bank Ltd.'s premises. The exercise by Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd.. The exercise by Utkarsh Small Finance Bank Ltd. 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 honor or accept the Card. Any misstatement, misrepresentation, not-error or omission in any details disclosed by Utkarsh Small Finance Bank Ltd. except as otherwise required by law, if Utkarsh Small Finance Bank Ltd. receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which Utkarsh Small Finance Bank Ltd. in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, Utkarsh Small Finance Bank Ltd. 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. Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd. or any person acting on behalf of Utkarsh Small Finance Bank Ltd., 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 Utkarsh Small Finance Bank Ltd. for any machine/mechanical not-error/failure. However, Utkarsh Small Finance Bank Ltd. shall be liable for all direct losses incurred by the Cardholder, caused due to a technical not-error/ malfunction, which is directly within Utkarsh Small Finance Bank Ltd.'s control. However, Utkarsh Small Finance Bank Ltd. shall not be liable for any loss caused due to a technical breakdown of the payment system if the same was recognizable by the Cardholder by a message on the display of the device or was otherwise known/ communicated. The liability of Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd.'s policies and applicable laws.

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

Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd. 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. Utkarsh Small Finance Bank Ltd. 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.

#### **DISCLOSURES:**

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of any amount due on the Card, Utkarsh Small Finance Bank Ltd. and/or the Reserve Bank of India (RBI) will have an unequalled right to disclose or publish the details of the default including the name of the Cardholder and/or its directors/partners/ co-applicants, as applicable, as defaulters in such manner and through such media as Utkarsh Small Finance Bank Ltd. or RBI in their absolute discretion may think fit. The Cardholder hereby authorizes Utkarsh Small Finance Bank Ltd. to exchange, share or part with all the information relating to the Cardholder's details and repayment history information 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 Utkarsh Small Finance Bank Ltd./its Affiliates/ the other group companies of Utkarsh Small Finance Bank Ltd. Group and their agents liable for use of the aforesaid information.

#### **FEES AND CHARGES:**

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 Utkarsh Small Finance Bank Ltd. may stipulate from time to time. Utkarsh Small Finance Bank Ltd. 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. Any government charges, duty or debts, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon Utkarsh Small Finance Bank Ltd. (either directly or indirectly), Utkarsh Small Finance Bank Ltd. shall debit such charges, duty or tax against the Account. 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 a 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. In the event of an Account being overdrawn due to Card Transactions, the Bank reserves the right to set off this amount against any credit lying from any of the Cardholder's other Accounts held jointly or singly without giving any notice. Nothing in the Terms shall affect the Bank's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder. The Cardholder also authorizes Utkarsh Small Finance Bank Ltd. to deduct from his Account, and indemnifies Utkarsh Small Finance Bank Ltd. 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). Utkarsh Small Finance Bank Ltd. may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Utkarsh Small Finance Bank Ltd. 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 RuPay regulations, any other service charges for such transactions shall be debited to the Account linked with the Card held at Utkarsh Small Finance Bank Ltd. in India. The Cardholder authorizes Utkarsh Small Finance Bank Ltd. to recover all charges related to the Card as determined by Utkarsh Small Finance Bank Ltd. from time to time by debiting the Account linked with the Card. Details of the applicable fees and charges as stipulated by Utkarsh Small Finance Bank Ltd. will be displayed on the website and /or at the branches.

#### **DISPUTES:**

Utkarsh Small Finance Bank Ltd. accepts no responsibility for refusal by any Merchant Establishment to accept and/or honour the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between Utkarsh Small Finance Bank Ltd. and the Cardholder as to the extent of liability incurred by the Cardholder and Utkarsh Small Finance Bank Ltd. shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to Utkarsh Small Finance Bank Ltd. within 15 days of the Account Statement date failing which it will be construed that all charges are acceptable and in order. Utkarsh Small Finance Bank Ltd. may at its sole discretion accept any disputes on charges older than 15 days. Utkarsh Small Finance Bank Ltd. shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the Account Statement within two months of receipt of the notice of disagreement. If after such effort Utkarsh Small Finance Bank Ltd. determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Sales Slip or payment requisition. Any dispute in respect of a Shared Network ATM Transaction will be resolved as per RuPay regulations. Utkarsh Small Finance Bank Ltd. does not accept responsibility for any dealings the Cardholder may have with Shared Networks. In the event the Cardholder has any complaints concerning any Shared Network ATM, the Cardholder with the Shared Network should resolve the matter, and failure to do so will not relieve him from any obligations to Utkarsh Small Finance Bank Ltd.. However, the Cardholder should notify Utkarsh Small Finance Bank Ltd. of the complaint immediately.

#### **QUALITY OF GOODS AND SERVICES:**

Utkarsh Small Finance Bank Ltd. 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, Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd. and the Card Member agrees to pay promptly such charges. GOVERNING LAW AND JURISDICTION: Utkarsh Small Finance Bank Ltd. and Cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. Utkarsh Small Finance Bank Ltd. 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:**

Utkarsh Small Finance Bank Ltd. 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. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. Utkarsh Small Finance Bank Ltd. may communicate the amended Terms by hosting the same on the Utkarsh Small Finance Bank Ltd.'s website or in any other manner as decided by Utkarsh Small Finance Bank Ltd. from time to time. The Customer shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on Utkarsh Small Finance Bank Ltd.'s website. In the event the Cardholder, as a consequence of the

change in the Terms, desires to discontinue the Card he may do so within a period of two months from the date of communication/ uploading of the amended Terms on the Utkarsh Small Finance Bank Ltd.'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. Any change in the Terms and Conditions shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.

#### **INSURANCE BENEFIT:**

The Cardholder may, under the Card, be offered various insurance benefits from time to time by Utkarsh Small Finance Bank Ltd. through a tie-up with an insurance company. The Cardholder specifically acknowledges that he shall not hold Utkarsh Small Finance Bank Ltd. 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 however, 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. Further, the Cardholder also agrees that Utkarsh Small Finance Bank Ltd. 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 Utkarsh Small Finance Bank Ltd. to continue this benefit.

#### **ADDITIONAL TERMS AND CONDITIONS:**

In addition to the terms and conditions set out herein, the Cardholder shall also comply with the terms and conditions set out in Annexure I in relation to the Card issued by Utkarsh Small Finance Bank Ltd. for savings account and in Annexure II in relation to the Card issued by Utkarsh Small Finance Bank Ltd. for current account. To the extent of any inconsistency, the terms and conditions set out in Annexure I and / or Annexure II will prevail for all purposes and intents. For Railway booking: "Cost of railway tickets will be recovered along with charges and taxes levied if any by the acquiring bank at actual." For Fuel Surcharge: "Cost of fuel will be recovered along with charges and taxes levied if any by the acquiring bank at actual.

#### **ANNEXURE I**

##### **DEBIT CARD FOR SAVINGS ACCOUNT**

These additional terms and conditions apply to and regulate the issuance and usage of debit card offered to savings account holder ("Terms for Debit Card for Savings Account").

#### **INTERNET WEBSITE USAGE:**

The Card can be used by the Cardholder (unless otherwise intimated by Utkarsh Small Finance Bank Ltd.) at all Internet Websites in India which display the logos" of the Bank/ RuPay and which have the facility of offering goods or services for purchase through the Internet. The amount of the transaction is debited from the account linked to the Card immediately. The Card is operable with the help of the Card Number, CVV2 security digits or grid values printed at the back of the Card on Internet websites. The Bank will not accept responsibility for any dealings, the Cardholder may have through Internet Website, including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any transaction placed through Internet Website, the matter should be resolved by the Cardholder with the Merchant and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately. The Bank accepts no responsibility for any surcharge levied by any Internet Website and the same being debited to the Cardholder's Account with the Transaction amount. Any charge or other payment requisition received from an Internet Website by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Internet Website by the Cardholder, 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 not-error or on account of merchandise return, the earlier transaction must be cancelled at the Internet Website and an electronic copy of the cancelled receipt must be retained in the Cardholder's possession. Reversal/refund of debits due to such transactions will be processed manually and the electronic copy of the cancelled receipt 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. The Card should not be used for any mail order/phone order purchases and any such usage will be considered as unauthorized and the Cardholder shall be solely responsible for such usage. In addition to these terms and conditions, Cardholder agrees to abide by Internet Banking Terms and Conditions also. The Terms shall be in addition to and not in derogation of the terms and conditions relating to savings account of the Cardholder.

#### **ANNEXURE II**

##### **DEBIT CARD FOR CURRENT ACCOUNT CORPORATE CARE AND CORPORATE INTERNET BANKING":**

Corporate Internet Banking: The Cardholder agrees that the Cardholder will need to use the Login id and Password ("Login Id" and "Password" refers to the 16 digit debit card number and the four digit PIN) issued to the Cardholder to access the Corporate Internet Banking website. The Cardholder can use the Card for viewing information/ transactions of the Account(s). The Cardholder agrees that he shall comply with the terms and conditions for the usage of the Corporate Internet Banking. Corporate Care Services: The Cardholder can use the Login id and Password to access the Corporate Care Services. The Cardholder agrees that the Card will be used to access Utkarsh Small Finance Bank Ltd.'s Corporate Care Services for seeking the Account related information and performing transactions. The Cardholder agrees that he shall be able to perform transactions through the Corporate Care Services only on acceptance of the application for the said Service by Utkarsh Small Finance Bank Ltd. and subject to the terms and conditions for the Corporate Care Service. By availing the Corporate Care Services and the Corporate Internet Banking Services, the Cardholder shall be governed by the respective terms and conditions pertaining to the said services, which terms and conditions shall be in addition to and not in derogation of the Terms and the terms and conditions relating to current account of the Cardholder. Inquiry Card The expression "Card" for the purposes of Account shall include Inquiry card issued to the authorized signatories of the Account who may/may not have applied for Cards or Corporate Care Services specifically. Inquiry card is issued by Utkarsh Small Finance Bank Ltd. for the purpose of providing view access to the Account information at ATM, Corporate Internet Banking and Corporate Care Services and cannot be used for performing any transactions including ATM and POS transactions. However, the authorized signatories may apply to Utkarsh Small Finance Bank Ltd. requesting for upgradation of the Inquiry card so as to include transaction access. Utkarsh Small Finance Bank Ltd. shall at its sole discretion decide whether it should provide the said Cardholder with transaction access

on the Inquiry card. Upon receiving such request and the required documents to its satisfaction, Utkarsh Small Finance Bank Ltd. may provide with a transaction/usage limit, to the extent it may deem fit, on the Inquiry card.

#### **ANNEXURE III**

##### **Cash withdrawal at Point-of-sale merchant terminals"**

These Terms and Conditions (the "Terms") apply to and regulate the cash at POS facility (the "Facility") provided by Utkarsh Small Finance Bank Ltd. and are in addition to an not in derogation of the Terms and Conditions governing the Debit Card facilities of Utkarsh Small Finance Bank Ltd. (the "Primary Terms and Conditions") as available on [www.utkarsh.bank](http://www.utkarsh.bank). To the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms shall prevail. Terms used in capitalised form, however not defined herein under shall have the meaning assigned to them under the Primary Terms and Conditions.

#### **I Definitions:**

For the purposes of these Terms, the following terms shall have the meaning assigned to them herein under: "Cash Amount" refers to the amount of cash withdrawn by the Cardholder in accordance with the Facility "Cash Transaction" refers to the transactions made by the Cardholder for withdrawal of cash from a POS terminal, in accordance with the Facility "Cash Withdrawal Limit" refers to the maximum limit of cash which can be withdrawn from a POS Terminal through the usage of Card, by the Cardholder in a day, in accordance with the Facility "Charge Slip" refers to the physical record confirming the Cash Transaction made by the Cardholder, which is generated by the POS Terminal. "Fee" refers to the charges levied on the usage of the Facility provided by Utkarsh Small Finance Bank Ltd. to the Cardholder. "Purchase Transaction" refers to the Transactions made by the Cardholder for making a purchase at a Merchant Establishment and paying for such purchase by using his Card at a POS Terminal

#### **II Terms of the Facility:**

(a) The Facility is available to the Cardholders for Cash Transactions made at POS Terminals at select Merchant Establishments, that are located in India, and offer the said Facility. (b) The Cardholder shall specifically request for such cash withdrawal at the Merchant Establishment that offers the Facility. The Cardholder shall sign 2 copies of the Charge Slip generated by the POS Terminal, which, shall each display the Purchase Transaction and Cash Transaction separately in case the said Facility is availed by the Cardholder along with a Purchase Transaction. In the absence of any Purchase Transaction, the Charge Slip shall contain only the details of the Cash Transaction. There shall be two (2) copies of the Charge Slip that shall be generated for every Cash Transaction. The Cardholder shall sign both such copies of the Charge Slip. The Cardholder shall retain his copy of the Charge Slip and return the Merchant's copy of the Charge Slip to the Merchant Establishment. The Cardholder's signature on the Charge Slip constitutes the Cardholder's consent to the said Transaction and the applicable Terms. Utkarsh Small Finance Bank Ltd. reserves the right to approve/reject a Cash or Purchase Transaction made at the POS Terminal by the Cardholder. Any payment requisition received from a Merchant Establishment by Utkarsh Small Finance Bank Ltd. for payment under the said Facility, shall be conclusive proof that the payment recorded was properly incurred at the Merchant Establishment for the said amount and by the Cardholder using the Card, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. (c) The Cash Withdrawal Limit, under the said Facility is Rs. 2000/- (Rupees Two thousand only) per day, irrespective of the credit balance in the Account(s). It is not mandatory for the Cardholder to make a Purchase Transaction at the Merchant Establishment, to make a Cash Transaction under the said Facility.(d)Utkarsh Small Finance Bank Ltd. shall charge the Cardholder a Fee for every Cash Transaction made under the said Facility. Details regarding the said Fee are available on the section on "Fees & Charges" available at our branches and on our website [www.utkarsh.bank](http://www.utkarsh.bank). Utkarsh Small Finance Bank Ltd. reserves the right to modify/change the Fee that shall be charged to the Cardholder for the said Facility, at its own discretion. (e) The Cardholder agrees to not attempt to withdraw cash under the said Facility, using his/her Card, unless sufficient funds are available in his/her Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.(f) Utkarsh Small Finance Bank Ltd. reserves the discretion to decline any Cash Transaction made by the Cardholder under the said Facility, originating from Merchant Establishment located outside India, without assigning any reason.(g) Neither Utkarsh Small Finance Bank Ltd. nor its Affiliates shall be liable for any unauthorized Cash Withdrawal Transactions at POS Terminal.(h) Utkarsh Small Finance Bank Ltd. reserves the right, at its own discretion, to modify/change/alter the Terms of the said Facility, without any prior notice and continued usage of the Facility by the Cardholder shall amount to deemed acceptance by the Cardholder of such modified/revised Terms. (i) Utkarsh Small Finance Bank Ltd. reserves the right, at its own discretion, to modify/change/alter the Terms of the said Facility, without any prior notice and continued usage of the Facility by the Cardholder shall amount to deemed acceptance by the Cardholder of such modified/revised Terms.

**Note: \*Terms and Conditions with regards to Cash at POS, International Services, Corporate Net Banking, E Commerce transactions are also not currently enabled and shall be provided in due course. International Services are not available on all Cards. For further assistance, contact your nearest Branch.**