IndusInd Bank – your financial partner.
IndusInd Bank has successfully empowered millions of demanding customers by pursuing excellence, building long-term relationships, delivering innovative solutions & leveraging unique insights.

For more information:

- Please visit our bank branches
- Call our 24-hour Phone Banking at 1860 267 7777
- Log on to www.indusind.com
- E-mail us at premium.care@indusind.com

Note: The stated documentation is subject to change and is at the sole discretion of IndusInd Bank. For detailed terms and conditions, please log on to www.indusind.com
Terms and conditions apply.

Back

IndusInd Bank

IndusInd Bank Credit Card Cardholder's Agreement

Cover

The Customer agrees that availing of Credit Card Services is subject to the following terms and conditions as well as the General Business Conditions of the Bank and the rules for conduct of accounts as may be issued by the Bank from time-to-time as well as the rules and regulations introduced or amended from time-to-time by the Reserve Bank of India or any other authority.

1. General

1.1 Reference to masculine gender herein would include the feminine gender.

1.2 Words importing the singular shall, where the context admits, include the plural.

1.3 The Credit Card ("the Card") is issued by IndusInd Bank Limited with its Registered Office at 2401 Gen Thimmayya Road, Pune, Maharashtra - 411001 and one of its office at IndusInd Bank Ltd. (Credit Card Division), 961/962, Solitare Park, 167 Guru Hargovindji Marg, Andheri-East., Mumbai, Maharashtra 400 093.

2. Definitions

2.1 "Applicant" means: (i) any person who has signed the IndusInd Bank Credit Card application form, (ii) any person who has signed or used the Card.

2.2 "Account" means an account maintained by us under these Terms and Conditions.

2.3 "Account Statement" or "Statement" refers to the monthly statement that is sent to the Cardholder detailing all the Card Transactions in the preceding month(s) and posted into the Card Account in the intervening period between the date of generation of the previous statement and the current statement.

2.4 "Authorised Dealer" refers to a person or offshore banking unit authorised to deal in foreign exchange or foreign securities as defined in Section 2(c) of FEMA.

2.5 "Add-On Card" means an additional card issued to a person nominated by the primary Cardholder.

2.6 "Add-On Cardholder" means a person to whom the Add-On Card is issued.

2.7 "Card" means the IndusInd Bank Credit Card issued by the Bank at its sole discretion to the Cardholder including Classic, Gold, Platinum, Platinum Select, Signature, Worldmiles ,Miles & More and any other Credit card/Co-branded Credit Cards offered by the Bank and any other variation as may be introduced by the Bank from time-to-time.

2.8 "Cardholder" means the person named on the Card. This may be a customer of the Bank to whom the Card has been issued or any such person to whom the Bank has issued a Card authorised by the customer to hold and use the Card.

2.9 "Card Account" means the account linked to the Card maintained by the Bank for booking all operations caused through the use of the Card, whether designated simultaneously with issuance of the Card or done so later.

2.10 "Card Number" means the number that is embossed on the Card and by which the Card is identified.

2.11 "Card Transaction" or "Transaction" means any instruction given by a Cardholder to the Bank using the Card directly or indirectly on the Participating ATM or Participating Merchant Establishment to effect the transaction by accessing the Card Account.

2.12 "Cash Limit" means the maximum limit of cash withdrawal that is assigned to the Cardholder. This is lower than the Credit limit and is a subset of the overall Credit limit.

2.13 "Cirrus ATM Network" shall mean ATMs located at various places in India and overseas which honour the Card and displaying the Cirrus, Maestro and MasterCard logo.

2.14 "Credit Limit" means the limit assigned to the particular Cardholder after an assessment by the Bank. The Credit limit is attached to the Card Account.

2.15 "IndusInd Bank" or "Bank" or "the Bank" or "we", "us", "our" mean to IndusInd Bank and all its branch offices and includes its successors and assignees.

2.16 "EDC" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in India or overseas, whether of the Bank or a shared network at which, amongst other things, the Cardholder can use the funds in his Card Account across the country to process the Transaction at a Participating Merchant Establishment.

2.17 "EXIM" refers to the Export-Import Policy of India, as stipulated by the Reserve Bank of India, including all amendments from time-to-time.

2.18 (a) "Foreign Currency Mark-Up" is a fee to cover global fluctuations in the currency market. Any charge that is made in foreign currency will be converted to Rupees and will attract a Currency Conversion Fee in addition to the converted amount.

2.18 (b) For foreign charges converted by American Express, American Express applies a conversion factor of 3.5% to the converted amount.

A charge that is made in a foreign currency other than US Dollars will, when the conversion is done by American Express, be converted into US Dollars before being converted into your billing currency.

2.19 "International Transactions" refers to Card Transactions done by the Cardholder using his Card outside India, Nepal and Bhutan.

2.20 "Lost/Stolen Card Insurance" refers to the additional service of providing insurance by the Bank to the Cardholder in respect of Stolen or Lost Card.

2.21 "Lost/Stolen Card Insurance Policy" refers to the policy to be taken out by the Bank with a reputed insurance company in respect of Lost or Stolen Card.

2.22 "MasterCard" or "MasterCard Electronic" or "Maestro" or "Cirrus" mean marks owned by MasterCard International.

2.23 "Overdue Amount" means that portion of any amount payable, which appears on the Card Account Statement that is not paid within the payment due date recorded on the statement.

2.24 "Participating ATMs" (PA) or "ATMs" include Automated Teller Machines (ATMs) of the Bank and ATMs belonging to Other Banks (OB) that are participating in shared payment network of Visa/MasterCard/American Express Global Network/RuPay Services and display the service mark, at which the Cardholder can use the Card to access the funds from the Card Account.

2.25 "Participating Merchant Establishments" (PME) shall mean establishments that are a part of Visa/MasterCard/ American Express Global Network/RuPay Services International shared payment network and display the service mark to honour the Card on the Terminal for performing the transaction and shall include among others, stores, shops, restaurants, hotels, airlines and mail order advertisers (whether retailers, distributors or manufacturers) including mail order outlets (whether wholesalers, retailers, distributors or manufacturers) advertised as honouring a Card.

2.26 "Payment Due Date" means the date by which the payment made by Cardholder towards the outstanding balance must be received by the Bank.

2.27 "PIN" means the Personal Identification Number allocated to the Cardholder, which is a secret number generated by the Bank or chosen by the Cardholder from time-to-time, in relation to the Card, which only the Cardholder knows.

2.28 "POS" means Point-of-Sale Terminal.

2.29 "Primary Cardholder" means an applicant in whose name IndusInd Bank has opened the Credit Card Account.

2.30 "Primary Card" means the IndusInd Bank Credit Card issued to the Primary Cardholder.

2.31 "Points" or "Reward Points" refers to Reward Points awarded under the Rewards Programme.

2.32 "Rewards Programme" refers to the IndusInd Bank Rewards Programme as stated in detail in Clause 35 herein.

2.33 "Charge slip" refers to a slip generated at the Visa/ MasterCard/American Express Global Network/RuPay Services Terminal by the Participating Merchant Establishment through Acquiring Bank, reflecting the value of Transaction/s by the Cardholder on a PA/PME/Terminal which is to be retained by the Cardholder.

2.34 "Terminal" includes all software, peripherals and accessories at the location of Participating Merchant Establishment required to run the devices for processing the transactions of the Cardholder and includes Electronic Data Capture (EDC) terminals, printers, Personal Identification Number (PIN) pads.

2.35 "VISA" or "VISA Electron" shall mean a mark owned by VISA International.

2.36 "Visa/PLUS ATM Network" shall mean ATMs located at various places in India and overseas which honour the Card and displaying the VISA/PLUS or VISA Electron Symbols.

3. Application

3.1 By completing an application for the issue of a Card and submitting it to the Bank, the Card holder is accepting the terms and conditions laid out in this document.

3.2 This application is subject to IndusInd Bank verifying the applicant's identity, credit history and eligibility to avail the credit facility as per IndusInd Bank's policies and procedures. The applicant will therefore, be required to provide IndusInd Bank with documents that will enable the Bank to verify the identity of the applicant. Without providing the Bank with this information and documentation, the application will not be considered and no Card will be released or handed over to the applicant.

3.3 If the application is approved, a Card Account will be opened in the name of the Cardholder as per the terms of the agreement between the Bank and the Cardholder.

3.4 The Applicant acknowledges and agrees that the Bank may decline the Applicant's application for Credit Card at its sole discretion. The Applicant also acknowledges that the documents submitted by the Applicant along with application for issuance of IndusInd Bank Credit Card will not be returned even if a Credit Card is not issued to the Applicant for any reason whatsoever.

4. Authorisation of the Cardholder

The Cardholder hereby authorises the Bank to:

4.1 Check and confirm any information on the application form and to make any enquiries that the Bank feels is necessary with any third party.

4.2 Supply any information about any account held with the Bank to any person, including Reserve Bank of India (RBI), The Credit Information Bureau of India Ltd. (CIBIL), any statutory or regulatory authorities or any credit bureau, in accordance with the code of good banking practice or otherwise according to generally accepted banking practices.

4.3 Provide transactional and monthly statement information pertaining to Card Account number(s) linked to the aforesaid Card Account, on any written Communication CIBIL is an initiative of the Government of India and RBI to improve the functionality and stability of the Indian financial system. This is in line with RBI's efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling Cardholders to avail of better credit terms from various institutions. All banks and financial institutions participating in this initiative are required to share Cardholder's data with CIBIL. In view of the above, the Bank wishes to inform the Cardholders that IndusInd Bank shall be reporting the data pertaining to the Cardholders' Account with them to CIBIL. This data will be updated on a regular basis for all its Cardholders and the Bank thank the Cardholder(s) for their continuing support and co-operation in this matter.

5. Applicability of Rules and Regulations

5.1 The issue and usage of the Card shall be subject to the Reserve Bank of India ("RBI") regulations in force from time-to-time, Exchange Control regulations of the RBI, Foreign Exchange Management Act (FEMA), all the rules and regulations framed under FEMA, notifications / circulars issued and any other corresponding enactment in force from time-to-time. The Card can be used in India and abroad, but cannot be used in Nepal and/or Bhutan for withdrawal of foreign currency. Further, the Card is not valid for payment in foreign exchange at Participating Merchant Establishments in India, Nepal and Bhutan, i.e., while using the Card in Nepal or Bhutan the currency of the transactions should be the local currency of those countries or in Indian Rupees. Cardholder shall be liable for action under FEMA and other corresponding regulations in the event of noncompliance of the same.

5.2 The Cardholder may be debarred from holding the

internationally valid Card, either at the instance of the Bank or RBI in the event of default or non-compliance of any terms and conditions or any rules or regulations.

5.3 The Card may be used by Cardholders going abroad, within the foreign exchange entitlements as stipulated by RBI from time-totime, for all bonafide personal expenses for personal use, provided the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods so purchased abroad into India would be governed by the baggage rules/EXIM policy in force.

5.4 The Cardholder is solely responsible for ensuring that he transacts within his Basic Travel Quota (BTQ) limit. The entitlement of exchange should be ascertained (prior to the trip). The Card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant/prevailing regulations.

5.5 The Cardholder may if he so desires draw foreign exchange against the Card in the form of foreign currency notes/Travellers Cheques to the extent of the entitlement from an Authorised Dealer/full-fledged money changer. Sale of such foreign currency notes/Travellers Cheques out of entitlement would be governed by the extant regulations and would be subject to the applicable ceilings. The Cardholder can choose to get his passport endorsed in respect of the foreign exchange withdrawn from an Authorised Dealer of foreign exchange during the calendar year, in the form of foreign currency notes/Travellers Cheques.

5.6 The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the extant regulations such as subscription to (a) magazines which are on the prescribed/banned list, (b) pools, sweepstakes, lotteries, etc. (c) Internet sites selling products/services for which release of foreign exchange is not permitted. The Bank reserves the right to report such violations to the regional office of the exchange control department giving full details. In such an event of violation, the Cardholder's right to use the Card shall be determined forthwith.

5.7 Under no circumstances should the payment of the Card bill/dues be delayed or refused on the grounds of the Cardholder having exceeded the entitlement. There will be no obligation on the Bank to make a claim or demand for payment on a Cardholder for such exceeded entitlement and nonpayment shall render the Cardholder liable to risk of withdrawal of his Card membership.

5.8 In case the Card is cancelled, whether on account of noncompliance with exchange control regulations issued by the RBI and as amended from time-to-time or otherwise, the Bank will not be responsible for any attempted usage of the Card whether in India or abroad, resulting in the Card being dishonoured.

5.9 The onus of ensuring compliance with FEMA, or amendments thereof, all the rules and regulations, notifications issued thereunder, exchange control manual, prevailing baggage rules and EXIM policy in force, rests solely with the Cardholder.

5.10 The Cardholder accepts full responsibility for wrongful use thereof by him in contravention of these Rules and Regulations and undertakes to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial costs, charges or expenses that the Bank may incur and/or suffer on account of the Cardholder.

6. Usage of the Card

6.1 The Card shall be acceptable only for transactions as permitted by the Bank from time-to-time in India and abroad at the PA and Terminal as well as other payment methods as designated by the Bank from time-to-time

6.2 The Card may be used only by the Cardholder to whom it has been assigned.

6.3 The Cardholder is entitled to make purchases up to the maximum credit limit and withdraw cash up to the maximum cash allocated on the Card.

6.4 Except where a Card Transaction is effected by means of a PIN for a mail or telephone order or Online transaction where transaction is effected by providing an additional authentication by way of Verified by Visa(VBV)/ Mastersecure/American Express SakeKey℠, the Cardholder must sign a sales voucher, a cash advance voucher or a refund voucher, as the case may be, every time the Cardholder uses the Card. By signing the voucher, the Cardholder confirms that the information on it is correct. The Cardholder will be liable for and must repay the Bank all amounts the Bank pays in respect of the Card Transactions. If the Cardholder does not sign the relevant voucher(s), the Cardholder will still be liable to the Bank.

6.5 The Bank will debit the Card Account(s) for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Card Transactions will be reflected in the Account Statement relating to the Card Account(s). Such Statements shall be sent to the Cardholder every month through a delivery mode specified by the Bank.

6.6 A GST, at the current rate, as notified by Ministry of Finance, Government of India is applicable on all fees,interest and other charges as per the Government ofIndia regulations. The Cardholder will be bound to pay the Bank for the same. The rate of GST is subject to change as notified by the Central Government from time-to-time. The Cardholder also agrees to pay any other applicable tax that might be announced by the Government from time-to-time.

6.7 When a Cardholder uses the Card outside India, a Foreign Currency Mark-up will be charged for all Card Transactions. The rate of exchange used for all international Card Transactions will be determined by the Bank.

6.8 The Cardholder must be fully familiar and comply with all the applicable exchange control regulations when the Cardholder uses the Card outside India. Card Transactions made in foreign currencies will be shown on the statement in Indian Rupees.

6.9 The Bank will normally debit the Card Account of the Cardholder for a transaction within 30 days.

6.10 All communication sent to the primary Cardholder shall be deemed to be sent to both(Primary and Add-on Cardholder/s).

6.11 The Bank may, at its discretion, decide not to carry out any such instructions where it has reason to believe that the instructions are not genuine or are unclear or are

such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.

6.12 Card promotional material or VISA/MasterCard/ American Express Global Network/RuPay Services/ Other Networks symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with the Card.

6.13 The Cardholder further authorises the Bank, in addition to any other right enjoyed by the Bank, that the Bank shall be entitled, subject to applicable law and guidelines issued by the Reserve Bank of India (RBI) from time-to-time, without being required to issue any further notice to this intent to the Cardholder, to disclose and disseminate to the Reserve Bank of India or to a court of law or any other competent authority or to any third person, as the case may be, the credit information of the Card member in its possession.

6.14 The Cardholder acknowledges that, as per extant business practices, the Bank is authorised to share Cardholder's information with any existing or future Credit Bureaus as deemed fit by the Bank from time-to-time. The Cardholder further acknowledges that the Bank is entitled to share such information without any notice to this intent to the Cardholder, and such information may pertain to positive or negative performance/default by the Cardholder.

6.15 The Cardholder expressly recognises and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled with full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under the Cardholder Agreement relating to operations and administration of the Credit Card including the right and authority to collect and receive on behalf of the Bank from the Cardholder any payments and other amounts due from the Cardholder under the Cardholder Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Cardholder, receiving cash/cheques/drafts/mandates from the Cardholder and giving valid and effectual receipts and discharge to the Cardholder. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank.

6.16 Notwithstanding the above, in the event of any default by the Cardholder, the Cardholder expressly accepts and authorises the Bank (and/or any such third party as the Bank may select) to contact third parties (including the family members of the holder and disclose all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select).

6.17 It is understood that the Card or Add-On Cards may be dispatched to the Cardholder on the basis of, amongst other modes of applying, the Cardholder's application on an electronic medium (Internet/email).

6.18 The Cardholder cannot cede or delegate any rights or obligations arising out of these terms and conditions of use in respect of the Card, Card Account, Card Number and/or credit facility.

6.19 Every cardholder will be notified of their overdue amount and payment due date by Post, Telephone, E-mail, SMS/WhatsApp messaging and/or engaging third parties to remind, follow-up and collect outstanding dues. In the interest of the Bank, the cardholder expressly recognizes, accepts and authorizes the Bank to collect relevant information from third parties (including family members, friends etc. of the cardholder) from time to time to clear overdues on the card account. IndusInd Bank shall not be obliged to disclose the source of information from where it was received with the cardholder.

6.20 The Cardholder agrees and understand that the usage of the usage of the Card shall be subject to applicable statutory, regulatory and Bank's rules, regulations and guidelines, as amended from time-to-time. To ensure compliance of the same, the Cardholder hereby agrees and provide its consent to the Bank, to undertake periodic checks on the usage on the Card to identify excess utilization of the Credit limit beyond the sanctioned limit in one statement cycle, unusual or excessive usage towards commercial/business/non-personal related transactions, mis-use of features/ offers/programs for accumulation of undue Cashback/ other benefits, etc. If the Bank suspects of any such unusual spends or activities in Card Account, the Bank may, in its sole discretion, take restrictive action on the Card/Card Account. Such action shall be effective immediately and without any prior notice to the Cardholder and may include but not be limited to withdrawal of features/benefits as well as suspension or termination of the Card. The Bank may reinstate the Card with or without the additional benefits/features, as it may deem fit, upon the Cardholder providing proof of bonafide usage, satisfactory to the Bank. The decision of the Bank well be final and binding on the Cardholder in this regard.

7. Property

7.1 The Card and the Card Number are the property of the Bank and must be destroyed and handed over without demur on request. The Cardholder shall ensure the identity of the authorised person of the Bank is established before handing over the Card. The Card is not transferable under any circumstance. In the event the services are no longer required by the Cardholder, the Card is cancelled by the Bank, the Card Account is closed or if the services are withdrawn by the Bank for any reason whatsoever, the Cardholder shall destroy the card. The Bank may, at its absolute discretion, issue a replacement Card or PIN or both on the same terms and conditions or such other terms and conditions as the Bank may deem fit. The Cardholder shall destroy the Card when it expires by cutting it in four pieces. The Bank shall send the renewed Card to the Cardholder before the expiry of the Card(s) subject to the Card Account(s)being in good standing and at the sole discretion of the Bank.

7.2 In case of cancellation/closure of the Card(s) by the Cardholder, the Cardholder is obliged to destory the Card(s) immediately. Add-on Card(s) must also be destroyed. When the Card is cancelled, or the Card Account is closed at the request of the Cardholder, it is

the cardholders responsibility to destroy the card and linked cards. Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in case of improper/fraudulent/unauthorised/duplicate/erroneous use of the Card and/or the PIN, through the Card falling in the hands of any third party or through the PIN coming to the knowledge of any third party, except in respect of and to the extent of the liability covered under Lost/Stolen Card Insurance Policy as mentioned in detail in Clause 20 and subject to the terms of the policy and the terms mentioned herein.

8. Obligations of the Cardholder

8.1 The Cardholder will sign the Card immediately upon receipt in the space provided thereon, with a ballpoint pen, and keep it in a safe place and shall under no circumstances whatsoever, allow the Card to be used by any other individual.

8.2 The Cardholder will be responsible for all facilities granted by IndusInd Bank in respect of the Primary and Add-On Card(s) issued and for all Card Transactions and charges accrued on these facilities, notwithstanding the termination of this agreement.

8.3 Cardholder agrees to promptly notify the Bank about any change in his contact information including a change in present, office or permanent address, residence, office or mobile phone number and E-mail. In absence of any such written instructions, the monthly statement(s) will be sent to the mailing address in the Bank's records and the Cardholder will be solely responsible for any interest charge or late payment fee that becomes payable or any other consequence that arise thereof. The Bank shall not be responsible in any manner whatsoever.

8.4 The Cardholder must take proper care of the Card and the Card Number and do everything that is necessary to prevent the Card and the PIN from being lost, stolen or being misused.

8.5 The Cardholder shall notify the Bank immediately after becoming aware:

8.5.1 of the loss or theft or copying of the Card or the means which enable it to be used;

8.5.2 of the recording on the Cardholder's Card Account of any unauthorised transaction;

8.5.3 of any error or other irregularity in the maintaining of that Card Account by the Bank.

8.6 The Cardholder shall immediately file First Information Report (FIR) on the Card getting lost or stolen with a local police and send a copy of the same to the Bank with a covering letter giving details of the loss/disputed transactions, indemnity letter from the Cardholder, passport copies (in case of International transaction dispute or in cases of counterfeit and skimming) and other documents as required by the Bank and to the satisfaction of the Bank.

8.7 The Cardholder shall not countermand/cancel the Transaction once the same is placed by him by using the Card.

8.8 The Cardholder authorises the Bank to pay for purchases, cash withdrawals, and cash advances obtained by means of the Card, with or without the PIN, and to debit the amount concerned to the Card Account.

8.9 The Cardholder agrees not to attempt to withdraw / purchase using the Card unless sufficient Credit / Cash Limit is available in the Card Account. The onus of ensuring adequate balance in the Card Account is entirely on him. In the event of the Card Account getting overdrawn, he will have to rectify the account balance position immediately with charges and penal interest levied by the Bank from time-to-time. These charges will be determined by the Bank and will be announced from time-to-time.

8.10 In case the Card Account of the Cardholder is overdrawn due to Card Transactions, the Bank reserves the right to set off this amount against any credit lying in any of the Cardholder's other accounts held jointly or singly without giving any prior notice and the Cardholder hereby specifically authorises the Bank to do so.

8.11 Nothing in these terms and conditions shall affect the Bank's right to set off, transfer and application of monies at law or pursuant to any other agreement from time-to-time subsisting between the Bank and the Cardholder.

8.12 When requested by the Bank, the Cardholder shall provide all information, records or certificates relating to all or any matters in relation to his Card Account.

8.13 The PIN should never be disclosed to any person, including the staff of the Bank as well as other Banks whose ATMs are termed as Participating ATMs, officials of PME or written down under any circumstances whatsoever, in any form that would be intelligible or otherwise accessible to any third party, if access is gained to such record either honestly or dishonestly.

8.14 The Cardholder accepts that at his request and risk, the Bank has agreed to provide him with the facility of carrying out Card Transactions by using the Card.

8.15 The Cardholder shall not hold the Bank accountable on account of the Bank acting in good faith, in the normal course of business, on the Cardholder's instructions.

8.16 In following such instructions, the Bank will be doing so on a best effort basis and the Bank shall in no way be liable/held responsible on account of delay or inability to act immediately or at all on any of the Cardholder's instructions.

9. Financial Responsibility

9.1 The Cardholder will be responsible for all facilities granted by the Bank and for payment of all related charges and shall act in good faith in relation to all dealings in respect of the Card with the Bank. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with his knowledge or his authority, expressed or implied. The Cardholder authorises the Bank to debit his Card Account(s) with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with the Bank's record of transactions.

9.2 The Cardholder agrees that the Bank's record of transactions pertaining to his account(s) is conclusive and authentic which will be binding on him.

9.3 Any obligations arising out of the use of the Card facility shall not be transferable by the Account holder or the Cardholder to any others.

9.4 On cancellation of the Card to the Bank and after all amounts owed to the Bank in respect of the use of the Card have been paid, the Bank will at the request of the Cardholder cancel the credit facility, the Card and the Card Number.

10.Validity

10.1 The Card and the Card Number are valid from the first day of the 'Valid From' date on the Card, as the case may be, until it expires or until the facility is cancelled or until the Card Account is closed for whatever reason. If the Bank processes a Card Transaction after the Card and/or Card Number has expired or the facility has been cancelled, it does not mean that the Bank has extended the validity term of the Card and/or the Card Number.

11. Credit and Cash Withdrawal Limits

11.1 The Bank has full and final authority to set, revise or reduce the Credit Limit of the Card as deemed suitable based on, but not limited to, the applicant's declaration of personal resources, the Cardholder's spending pattern. The Credit limit will be applicable on the Card Account and will apply to all primary Cards and Add-on Cards issued to the Cardholder.

11.2 The Credit Limit can be revised from time-to-time and the Bank will notify the Cardholder of any changes in the Credit Limit.

11.3 The Bank may set a separate limit for cash withdrawals which may be lower than the Credit Limit assigned, and is a subset of the credit limit.

11.4 The Cardholder must not exceed his Credit Limit under any circumstances. In case the Cardholder exceeds his Credit Limit, the Cardholder must immediately make a payment to IndusInd Bank in lieu of all amounts in excess of the Credit Limit.

11.5 In case the Cardholder exceeds the Credit Limit, the Bank will levy an over limit charge as declared from time-to-time in the schedule of charges.

11.6 The Credit Limit will stand cancelled, if the Cardholder's Card or Card Account is cancelled.

11.7 The Cardholder agrees that in addition to the limits mentioned above, the Bank will prescribe further limits from time-to-time, i.e., the Cardholder will be allowed to withdraw cash and purchase goods or services, of only a certain amount, per calendar day or per Transaction as decided from time-to-time irrespective of the Credit Limit of the Card Account.

11.8 The Cardholder is not entitled to any interest or reward points on credit balances, if any, in his Card Account.

12. Additional Cards

12.1 With respect to other multiple Cards or Card Accounts, the holder of any Add-on Credit Card on the Account and the primary Cardholder authorising its issuance are jointly and severally bound by these terms and conditions and the primary Cardholder assumes all liability for all charges incurred by the add-on cardholder.

12.2 The facility of an Add-On Card is a special facility offered at a fee/rate, and continuation of credit facilities of the Add-On Card will be dependent on continuation or credit status of the Primary Cardholder or Card Account(s).

12.3 Card(s), whether Primary or Add-On, will not be issued to any person less than 18 years of age.

12.4 IndusInd Bank reserves the right to issue different types of Card(s)-Classic, Gold, Platinum, Signature, Miles and More and other co-branded cards-at its sole discretion. Card(s) different from those issued to the primary Cardholder may be issued to the Add-on Cardholder as per the Bank's policy.

12.5 The issue of such Add-On Cards would be on the expressed understanding that the Primary Cardholder would be fully liable and responsible for payment of all charges incurred on these Add-On Card(s) issued for the benefit of the Add-On Cardholder(s).

12.6 The Additional Cards will have a specified limit which will be a sub-limit of the limit set by IndusInd Bank for the Primary Cardholder or Card Account and allocated to each of them based on the initial instructions from the Primary Cardholder. These limits may be revised upwards or downwards on subsequent instructions of the Primary Cardholder but at the sole discretion of IndusInd Bank.

12.7 Add-On Cardholders will not be eligible for any insurance benefits with the exception of Lost/Stolen Card Insurance or unless specifically offered by the Bank under a product programme or promotion.

12.8 In case the Primary Card is a MasterCard all the Add-On Cards issued will be associated with MasterCard alone. This rule will also apply to VISA Cards/American Express Global Network Cards, i.e., both Primary and Add-On Cardholders will be issued VISA Cards/American Express Cards as the case may be.

12.9 Add-On Card(s) would accrue Reward Points as per the Reward Point scheme attached to the card type issued to them irrespective of the Reward Point Scheme applicable on the primary Card. Only the Primary Cardholder is entitled to redeem the Rewards Points and agrees to hold IndusInd Bank harmless in case of any disputes in this matter.

12.10 IndusInd Bank reserves the right to change the type of Add-On Card(s) offered or issued at any time without prior notice to either the Primary or Add-On Cardholders.

13. Purchases

13.1 The Cardholder can use the Card to pay for charges incurred for transactions conducted by the Cardholder at Participating Merchant Establishments in India and abroad accepting VISA/MasterCard/American Express Global Network/RuPay Services/Other Networks Cards.

13.2 The Card may be used only within the Credit Limit notified by the Bank to the Cardholder.

13.3 The Cardholder must collect the charge Slip at the time of effecting a transaction. IndusInd Bank is not liable to provide copies of charge Slips. However, at its discretion, the Bank may provide copies subject to additional charges published on its website on date of reporting .

13.4 A charge Slip with the bonafide signature of the Cardholder together with the Card Number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability

incurred by the Cardholder. Any charge Slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will then be the Cardholder's liability.

13.5 Cardholder's liability shall also include any and all payments pertaining to permissible expenses incurred by a Cardholder at a PME by use of the Card which is not recorded on a Charge Slip.

13.6 The Cardholder does not have the right to stop any payment which the Bank is making with respect to any Card transaction, nor will the Cardholder have the right to instruct the Bank to reverse a payment which has already been made.

13.7 The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the statement within two months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Charge Slip or payment requisition.

13.8 IndusInd Bank may, at its sole discretion, may restore the credit limit to the extent of the disputed transaction amount/s . If on completion of subsequent investigation, the liability of such disputed charges is to the Card Account, the charge will be reinstated in a subsequent statement and a fee per charge as disclosed in schedule of charges, as well as the interest charge accrued will be billed.

13.9 The Bank accepts no responsibility for refusal by any establishment to honour the Card.

13.10 The Bank accepts no responsibility for any charge/surcharge levied by any Participating Merchant Establishment and debited to the Card Account with the transaction amount.

13.11 The Card may be used only for lawful, bonafide personal or official purposes and its use is not permitted to be exploited commercially in the business of the Cardholder.

13.12 As per the RBI guidelines, International Credit Cards cannot be used on the internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweep-stakes, payment for call-back services, etc., since no withdrawal of foreign exchange is permitted for such items/activities.

13.13 The Cardholder accepts that the Bank may selectively agree to provide him with the facility of effecting mail order or telephone order purchases. The Cardholder is aware that in case of mail order or telephone order purchases, the charge Slips will not be signed by the Cardholder at the time of the purchase but authenticated via One time password (OTP) as per applicable statuatory guidelines and accordingly, accepts that in the event of any dispute regarding the authenticity or validity of such purchase or charge, for any reason whatsoever, the Cardholder will clear Card outstandings and such dispute shall be a matter between the PME and the cardholder and be settled by the Cardholder with the concerned PME and IndusInd Bank shall not be liable, in any manner whatsoever, for the same.

13.14 Further, no cash transaction, i.e., cash withdrawal or deposit will be allowed at the PME.

13.15 In case a merchant wishes to cancel a completed Card Transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a copy of the cancelled receipt must be retained in the cardholders' possession. All refunds and adjustments due to any merchant/device error or communication link must be processed manually and the Card Account will be credited after due verification and in accordance with VISA/MasterCard/ American Express Global Network/RuPay rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured based only on the Available Credit Limit in the Card Account(s) without considering this. The Cardholder also indemnifies the Bank from such acts of dishonouring the payment instructions.

13.16 The Cardholder must not at any point, hand over his Card to any other person for usage on his behalf. The Cardholder must ensure that he is physically present at the PME at the time of the transaction, except in the case of mail order or telephone order purchase.

14. Disputes with Merchants

14.1 The Bank will not in any way be liable to the Cardholder if any service establishment or supplier does not accept the Card or if the Bank refuses to authorise any Card Transaction.

14.2 It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value weight ,delivery or otherwise, howsoever regarding the goods or services, and any dispute should be resolved with the PME directly

14.3 If there are any claims or disputes between the Cardholder and any service establishment in respect of the nature, quality or quantity, weight, delivery or otherwise of any goods or services which the Cardholder obtained from the service establishment or supplier, the Bank's right to receive payment from the Cardholder will not be affected in any way,nor will it give anyone a right of set off or counterclaim against the Bank. Such claims or disputes should be taken up directly with the service establishment or supplier.

14.4 The Cardholder can also report to the Bank about the dispute with the merchant, detailing the name of locations, date and time of the transaction and other details that will assist the Bank in its investigations. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement withthe applicable charge indicated in the statement within two months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Charge Slip or payment requisition. The charges for retrieval of charge slip shall be borne by the customer and applicable as per applicable Schedule of charges published on Bank's website on date of presentment of charges.

14.5 If a PME or supplier gives a refund, it will be credited to the Card Account only after the Bank has received a refund from the PME or supplier.

15. Cash Advance

15.1 The Cardholder can use the Card to access cash at participating ATMs. The Card can be used to withdraw cash from all ATMs in India and abroad which carry the VISA/MasterCard/American Express Global Network/ RuPay Services/Other Networks logos if the Cardholder holds a VISA/MasterCard/ American Express Global Network/RuPay Services/Other Network Card

15.2 The maximum Cash Limit that can be accessed for cash withdrawal on the Card will be specified by IndusInd Bank periodically. The total amount that can be outstanding at any point in time would be governed by Cash Limits specified by the Bank.

15.3 The Cardholder should retain with him the record of the Card transaction generated by the ATM.

15.4 A transaction fee would be levied on all such charges and would be billed to the Cardholder in the next statement. All cash advances carry a transaction charge and a service charge which is applicable from the date of withdrawal until the date of settlement. Fees and charges applicable on date of withdrawl on cash withdrawal will be as per the schedule of charges published /provided by IndusInd Bank from time-to-time on Bank's website.

15.5 The Cardholder has the facility of accessing cash through the use of the Card at ATMs that accept the Card. To enable such use, a four digit ATM Personal Identification Number (PIN) will be issued to the Cardholder on his request. The Cardholder agrees that:

15.5.1 The ATM PIN may be subsequently communicated to the Cardholder through post or Courier and entirely at risk of the Cardholder.

15.5.2 The Cardholder shall not disclose the PIN to any person and shall take all possible care to prevent its discovery by any person.

15.5.3 The Cardholder shall be fully liable to the Bank for all transactions made with the ATM PIN whether with or without the knowledge of the Cardholder.

15.5.4 The Cardholder shall not use the ATM PIN after the disclosure of the same to any third party.

15.5.5 IndusInd Bank may at its absolute discretion issue a replacement Card with a new ATM PIN for any loss or stolen Card or a new ATM PIN on the existing Card.

15.5.6 Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in any manner whatsoever, in case of fraudulent/unauthorised use of the ATM PIN through the Card falling in the hands of any third party or through the ATM PIN coming to the knowledge of any third party.

15.6 The Cardholder acknowledges that the facility of cash withdrawal is made available by the Bank on a best effort basis and will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Cardholder to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.

15.7 The Bank will not accept responsibility for any dealings the Cardholder may have with any of the member banks participating in the shared payment network of VISA/MasterCard/ American Express Global Network/ RuPay Services/Other Networks for usage of Card on the Participating ATMs/ Terminals, including but not limited to the supply of goods and/or services. The type of transactions offered on such ATMs may differ from those offered on the Bank's own network. The Bank will only support the minimum transaction set that will be offered at the ATMs belonging to other networks. The Bank reserves the right to change the Card transaction set without any notice to the Cardholder.

16. Drafts on the Card

16.1 IndusInd Bank may offer (i) "Call-a-Draft", i.e., Cardholder can request for issue of Drafts over the telephone by using the unique Telephone-Personal Identification Number or other particulars as may be stipulated, or (ii) Cardholder can place the request by completing the prescribed application/order form in full.

A request made, where the application/ order form is incomplete is liable to be rejected. In case of requests made over the telephone, Cardholders should note that the Bank reserves the right to record on tape all conversations with the Cardholder and use the recordings if required, to establish that the Cardholder had initiated the request. All requests will be processed by the Bank and only those requests which fulfill the Bank's eligibility criteria will be given effect to.

16.2 The Bank will have the sole discretion to take a decision to accept or reject a request. The Bank reserves the right to carry out a credit appraisal for the full amount of the Draft.

16.3 The Bank will not issue a Draft for part of the amount requested by the Cardholder.

16.4 The Bank will issue all Drafts only for amounts not exceeding the available Cash Limit. The Bank will levy a service charge from the date of issuance of the Draft until the date of repayment by the Cardholder. The amount of service charge will be as decided by IndusInd Bank from time-to-time. A transaction fee as prevailing on the date of issuance of the Draft will also be charged to the Card Account.

16.5 IndusInd Bank will on a best-effort basis generate the Draft and mail/courier it to the mailing address of the Cardholder. The Bank will not be responsible for delay or non-delivery or non-receipt of Drafts.

16.6 The Cardholder is obligated to inform IndusInd Bank immediately of the loss or non-receipt of the Draft or of a request for cancellation.

16.7 In case of non-receipt/loss/cancellation the Bank will refund the principal amount of the Draft only through credit to the Card Account after receiving a duly filled indemnity (as specified by IndusInd Bank) by the Cardholder who requested for the issuance of the Draft. The transaction fees levied on the Draft will not be refunded. In case of requests for cancellation, the Draft must be returned to the Bank. If a Draft is lost /stolen, IndusInd Bank will not be responsible for replacement or compensation for the same.

16.8 IndusInd Bank will be entitled to discontinue this facility at any time without prior notice and without liability to the Cardholder.

17. Non-ISO Shaped Cards

17.1 Non-ISO Shaped Cards may not work in some Automatic Teller Machines (ATMs) and other point of interaction devices including some IndusInd Bank ATMs

and point of interaction devices, and may possibly be captured and retained by machines/devices that rely on a 'four-corner test' to identify fraudulent Cards.

17.2 IndusInd Bank does not guarantee acceptance of Non-ISO Shaped Cards at all ATMs and other points of interaction and will not be responsible for any losses, liabilities or expenses arising out of the same.

18. Co-branded Cards

18.1 Co-branded or affinity Cards issued by IndusInd Bank are included within the scope of this Agreement. Special features and benefits pertaining to the specific co-brand are communicated in the literature and application form of the Co-brand Card(s), from time-to-time and the Bank reserves the right to make changes to the features or benefits pertaining to the cobrand at any point and communicate subsequently to the Cardholder in a manner the Bank deems appropriate.

19. Insurance Benefits

19.1 The Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and the insurance company will be solely liable, and shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the insurance company.

19.2 All complimentary insurance covers except Lost/ Stolen Card Insurance Policy offered by the Bank will only be applicable to Primary Cardholders and no complimentary insurance cover except Lost/Stolen Card Insurance Policy will be applicable to Add-On Cardholders unless offered by the Bank under a specific product programme or promotion.

19.3 All complimentary insurance covers except Lost/ Stolen Card Insurance will be valid only for an "active" Primary Cardholder. Currently "active" is defined as a Primary Card that has been utilised at least once for customer initiated transactions, i.e., purchase or cash withdrawal, an EMI transaction or a repayment in the last 90 days before the date of the insured event.

19.4 The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his Card Account maintained in good standing. On the Card(s)/Card Account being cancelled or withdrawn temporarily or permanently for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of Card(s)/Card Account.

19.5 The Cardholder acknowledges that it is the responsibility of the Cardholder to obtain the terms of the insurance policy and make himself aware of the terms of insurance including any/all exclusions thereof.

19.6 The Bank may at any time (at 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 no binding obligation on the Bank to continue this benefit.

20. Lost or Stolen Cards

20.1 The Cardholder is responsible for the security of the Card and shall take all steps to ensure the safekeeping thereof.

20.2 The Bank offers to the Cardholders an additional service of providing insurance policy in respect of Stolen and/or Lost Card, subject to the terms and conditions mentioned herein.

20.2.1 The Bank shall at its own cost take out an Insurance Policy for Lost/Stolen Card within the geographical limit and subject to the terms and conditions and to the limit as more particularly set out in the Policy.

20.2.2 The Cardholder shall report the loss of the Card to the Bank by calling the 24-hour Phone Banking Number in his city immediately on such loss. The Bank will attempt to deactivate the Card immediately to prevent misuse. The Cardholder must also send a written confirmation to IndusInd Bank informing the Bank of the loss of the Card.

20.2.3 The Cardholder shall then send the following documents to the Bank:-

(I) FIR Report duly acknowledged by an officer;

(ii) Letter giving details of the loss/disputed transactions;

(iii) Indemnity letter from the Cardholder as mentioned in Clause 8;

(iv) Passport copies in case of International transaction dispute; and

(v) All other documents as required by the Bank and to the satisfaction of the Bank.

20.3 The insurance coverage per Card shall be restricted to the maximum of the credit limit. The Cardholder will be covered for all losses up to a maximum of 2 days prior to reporting the loss.

20.4 On receipt of communication from the Cardholder of Lost/Stolen Card along with requisite documents, prior to reporting of the Lost/Stolen Card, the Bank is authorised to conduct its own investigation in respect of such Lost/Stolen Card. If such investigation reveals any direct or indirect involvement of the Cardholder, the Bank is authorised to take appropriate action against the Cardholder in addition to refusing to give benefit of such policy to the Cardholder. The provisional credit will stand final only post the investigations. The findings of the Bank's investigation shall be final and binding on the Cardholder.

20.5 It is, however, clarified that the Cardholder will get benefit of this policy only if:-

(i) The Card Account(s) is in good standing;

(ii) No more than 2 unauthorised events have happened during the last 12 months, prior to such reporting of Lost/Stolen Card; and

(iii) The Cardholder proves that he was not negligent in safeguarding the Card.

20.6 The liability of the Bank under the Lost/Stolen Card Policy

shall, however, be subject to general exclusions as mentioned in Clause 35 herein and the Cardholder will not be entitled to get any benefit under the Lost/Stolen Card Insurance Policy if the loss is due to any reason as mentioned in Clause 35.

20.7 The Bank will block the Card immediately to prevent any misuse. The Bank must also be notified immediately if anyone other than the Cardholder obtains knowledge of the PIN and/or Card details, such as CVV, expiry date and others or if there is reason to believe or suspect that this has happened.

20.8 The Cardholder will be liable for, and must pay the Bank all amounts arising out of transactions occurring on the Card Account prior to notification by the Cardholder that the Card and/or Card number has been lost or stolen.

20.9 In case of an unsigned Card, the Cardholder will be liable for all charges incurred on it and the Cardholder will not be entitled to any benefit of Lost/Stolen Card Insurance Policy.

20.10 If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through VISA / MasterCard / American Express Global Network / RuPay / Other Networks Global Customer Assistance Services helplines. In case the Cardholder uses the Customer Assistance Service then the charges for usage of such services shall be borne by the Cardholder.

20.11 The Cardholder shall take cognizance of the fact that once the Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut diagonally in two pieces and adequate care taken to prevent its misuse.

20.12 Provided that the Cardholder has in all respects complied with the terms and conditions, the Bank at its sole discretion, shall issue a Replacement Card for Lost/Stolen Card/Not received at a prescribed charge.

21. Purchase or Payment in Lieu of Insurance Premium/ Subscriptions/Utility Bills, etc.

21.1 Subject to laws and regulations, in case the Cardholder authorises the Bank through standing instructions received in written, verbal or electronic form, all payments for insurance purchased, utility bills, subscriptions or other service provider payments will be debited to the Card Account when such payments are due. The Cardholder bears full liability for all such payments made on his behalf. All such instructions will stand cancelled and the Bank will stop payments on the Cardholder's behalf in the event that the Card is closed or cancelled. The Bank will not be liable in any manner whatsoever for any claim arising out of such payments and the Cardholder is liable to settle all such matters directly with the service provider/insurance company.

22. Loan Instalment Programmes

22.1 IndusInd Bank reserves the right to, at its sole discretion, make available to individual Cardholder loan installment programmes on the Credit Card, without prejudice to the obligation of the Cardholder to make immediate payment on the incurring of a charge. The Cardholder acknowledges that the installment facility is available at the sole discretion of the Bank and only to select Cardholders; (i) no Cardholder may claim a vested right to avail of such facility; (ii) such facility will be available for such period as the Bank may decide; (iii) the interest component, down-payment, transaction fee, tenure of payment of the Equated Monthly Instalments (EMIs) may be Cardholder specific as decided by the Bank from time-to-time.

22.2 Each EMI for the tenure of the installment plan will be billed in the monthly statement sent to the Cardholder. Each EMI will be included in full to the Minimum Amount Due payable by the Cardholder.

22.3 Delay in the payment of any EMIs on their respective due dates or non-adherence to the terms and conditions shall attract the applicable (i) late payment charge, and (ii) penal interest, but the Bank will retain the right to discontinue the EMI facility and demand immediate repayment of the entire balance outstanding. Delay in the payment of such outstanding balance shall attract the applicable service charge till repayment of the full amount of the loan by the Cardholder.

22.4 Once the Cardholder has opted for an installment programme and for payment by EMIs, any subsequent change will attract a pre-payment charge as may be determined by IndusInd Bank and communicated to Cardholder from time-to-time. Any requests for change in the EMI facility opted for has to be made in writing or by calling the 24-hour Phone Banking Number.

22.5 In case the Primary Card(s) or Card Account(s) is closed prior to the payment of all the EMIs, the entire outstanding amount including all charges thereof will be billed to the Card Account as one consolidated amount.

22.6 These installment facilities include:

22.6.1 LACL: The Loan against Credit Limit product may be made available to Cardholders at the sole discretion of IndusInd Bank.

- Up to available Cash Limit
- Up to available Credit Limit

22.6.1.1 Based on profile, credit behaviour and spend pattern and any such other criteria that the Bank may determine at its sole discretion.

22.6.1.2 IndusInd Bank shall make available these offers to the Cardholders through mailers or telephonically. Receipt or/and encashment of sent draft against such a facility shall be construed as acceptance of the terms and conditions governing the loan installment programme.

22.6.1.3 IndusInd Bank reserves the right to change the tenure and interest rate during the life of the facility with due intimation to the Cardholder.

22.6.1.4 Cardholder agrees that funds from the loan installment programme will not be used for illegal, speculative and/or antisocial purpose.

22.6.2 OTHER EMI FACILITY: The Bank provides the Cardholder a facility in addition to the existing modes of effecting payment for charges incurred on the Card; (i) the option of paying for certain purchases through Equated Monthly Installments (EMIs), (ii) the option of transferring outstanding balance from another Bank's credit card to the IndusInd Bank Card which shall be subject to the following special terms and conditions:

22.6.2.1 The EMI facility is available for transactions above a certain amount. This minimum and maximum amount will be specified by IndusInd Bank from time-to-time.

22.6.2.2 The Cardholder may convert multiple purchases into EMIs subject to the Credit limit on the Card Account(s).

22.6.2.3 The transfer of outstanding balances will be allowed by IndusInd Bank at its sole discretion and will be restricted to a certain percentage of the Credit Limit on the Card/Card Account(s).

22.6.2.4 The EMI facility offered by IndusInd Bank shall be subject to levy of a transaction/processing fee as may be ascertained by the Bank.

22.6.2.5 Once a Cardholder has opted for payment by EMIs, any subsequent change will attract a pre-payment charge as may be fixed by the Bank from time-to-time. Any requests for change in the EMI facility opted for has to be made by calling the 24-hour Phone Banking Number.

22.6.2.6 In case any portion of the billed and outstanding charges is not permitted to be paid in EMIs or such portion is not paid by the Payment Due Date, the same will bear and carry a late payment charge and credit card interest charge as mentioned in the Schedule of charges published by the Bank on its website .

22.6.2.7 The amount of down payment, transaction fee and charges, tenure for the payment of EMIs and other payment particulars will be Cardholder-specific as the Bank may ascertain. GST, as notified by the Government of India, is applicable on processing fee, preclosure fee and interest component of the EMI, and is subject to change as per relevant regulations of the Government of India.

23. Billing, Statements and Payments

23.1 Billing and Statements: IndusInd Bank provides the Cardholder the facility to indicate a preferred billing cycle from the options provided by the Bank. IndusInd Bank on a best effort basis will try and allot the Cardholder his preferred billing cycle; however IndusInd Bank reserves the right to allot the Cardholder a billing cycle as deemed fit by the Bank.

23.1.1 The Bank will send the Primary Cardholder a Monthly Statement, billing him for all charges incurred by use of the Card(s) including any Add-on Card(s) issued plus all charges wherever applicable. The Statement will give details on the total debit or credit balance, as the case may be, on the Card Account as on the statement date, and also the amount which must be paid and the date by which it must be paid.

23.1.2 The Bank will send a monthly statement to the Primary Cardholder, e-mail or physical, through the delivery mode as specified by the Bank for each billing period. The Cardholder also has the option to choose only E-mail as a mode of delivery for his statements. The Bank will discontinue sending physical statements in such a case after the Cardholder consents via email or via any recorded medium to receiving statements on his registered E-mail address.

23.1.3 All charges incurred in foreign currency will be billed in the Cardholder's Statement in Indian Rupees only. The Cardholder agrees and hereby authorises the Bank to convert charges incurred in foreign currency to the Indian Rupee equivalent thereof at the then prevailing exchange rate increased by a certain percentage mark-up which will be ascertained by the Bank.

23.1.4 It is the responsibility of the Cardholder to ensure that the Statement is received. Should the Cardholder not receive a Card Account Statement, it is the responsibility of the aforementioned party to notify the Bank immediately, by phone or in writing, of this.

23.1.5 If the Cardholder does not receive a Statement, this will not give the Cardholder the right to refrain from payment to the Bank the total amount due as on the Statement date. It is the responsibility of the Cardholder to contact the Bank to determine the amount due for payment.

23.1.6 The Cardholder agrees that it is his responsibility to notify the Bank in case of non-receipt or discrepancy in his monthly statement within 15 days of his statement billing date. In case the Cardholder does not notify the Bank of any such event, the statement will be deemed to have been delivered and conclusive.

23.1.7 In addition, it is the responsibility of the Cardholder to ensure that all contact details (postal address and E-mail ID) supplied to the Bank for the purpose of distributing Card Account Statements, are up to date and correct at all times.

23.1.8 The Bank will only provide duplicate statement Copies for previous months on a chargeable basis as disclosed by the Bank from time-to-time in its statement policy.

23.1.9 The Statement provided by IndusInd Bank will carry details of:

- The amount outstanding as at the billing date - "Closing Balance". This amount may be different from the "Current Outstanding Balance" depending on transactions/charges posted on the Card.
- The "Minimum Amount Due" - a portion of the outstanding balance as determined by IndusInd Bank from time-to-time.
- The "Payment Due Date" - the date by which the payment made by Cardholder towards the outstanding balance must be received by the Bank.
- "Amount Past Due" is the Minimum Amount Due that is outstanding from previous statements.

23.2 Disputes on Statement Transactions

23.2.1 Since erroneous transactions debited against the Card Account can only be amended within a limited time period, it is the responsibility of the Cardholder to examine the Card Account Statement for errors timely.

23.2.2 If the Cardholder disputes any item or entry shown on the Monthly Card Account Statement, the Cardholder must notify the Bank, in writing, within 15 (fifteen) days after the date of the Statement on which the transaction first appears. If this is not done, the Statement will be deemed to have been delivered and conclusive and the Cardholder will not have any claim against the Bank for any errors or omissions.

23.3 Payments: The Cardholder acknowledges that the Cardholder will owe and make payment to the Bank for all charges incurred by the use of the Card(s) including all Add-On Card(s), plus all charges provided for in this Agreement.

23.3.1 IndusInd Bank offers the Cardholder the option to pay on or before the 'Payment Due Date' only the 'Minimum

Amount Due' indicated, on the Monthly Statement. IndusInd Bank may at its discretion at any time and without notice withdraw this payment option in relation to any Cardholder.

23.3.2 Also any such benefit does not effect the immediate liability of the Cardholder and the Bank reserves the right to ask the Cardholder to make the full payment for total 'Closing Balance'.

23.3.3 In case customer opts for an Equated Monthly Instalments (EMI) facility, the EMI amount in full will be included as a part of the Minimum Amount Due appearing in your Monthly Statement.

23.3.4 All payments are to be made in Indian Rupees only. The Cardholder has the benefit of only following modes of effecting payment to IndusInd Bank: 1. Using the "SwiftPay" option on www.indusind.com to pay from any bank account. 2. Online Funds Transfer from a non-IndusInd Bank account using NEFT/RTGS/Visa Money Transfer facility. 3. Cheque/draft favouring IndusInd Bank Credit Card No. XXXXXXXXXXXXXXXX deposited at the IndusInd Bank Branches/ATMs. For list of drop boxes visit www.indusind.com. You are advised to drop cheques at least 4 working days prior to the payment due date to ensure timely credit to your card account and avoid levy of penal charges. Please mention your mobile number on the reverse of the cheque, we shall send you an SMS on receipt of your cheque.4. Cash deposit at IndusInd Bank Branches. 5. By activating auto payment facility on your IndusInd Bank account or through NACH facility on your non-IndusInd Bank account. Contact phone banking for more details. Payments received against card outstanding will be adjusted against all EMIs, taxes, fees, other charges, interest charges, cash advance and purchase, in that order.

23.3.5 The Cheques/Drafts forwarded to IndusInd Bank for clearance of dues must be drawn payable at cities where IndusInd Bank has branches or should be payable at par. Outstation cheques, i.e., Cheques payable at cities other than where IndusInd Bank has branches, will not be accepted. The list of cities where IndusInd Bank has branches will be published in the Monthly Statement on a best effort basis, however, this list is subject to change without notice.

23.3.6 Payments received may be credited to the Card Account(s) on receipt (before the Cheque/ Draft has been cleared), however, the available Credit Limit will be restored only once the Bank has received clear funds on clearance of the Cheque/ Draft.

23.3.7 A purchase and a subsequent cancellation are two different transactions. The Cardholder must pay for the purchase transactions that appear on the Monthly Statement to avoid late payment fee or any other charges. The refund will be credited to the Card Account (less cancellation charges, if any) as and when these are received by the Bank. If the credit is not posted to the Card Account within 30 days from the date of the transaction, the Cardholder should notify the Bank immediately.

23.3.8 In case of any delay in payment or if the Cheque/ Draft is dishonoured or in the event of contravention of the terms and conditions stated in this agreement, the Bank at its own discretion, will be entitled to withdraw the credit facility immediately without notice to the Cardholder, cancel or suspend all Card(s) issued and, the full outstanding balance will become immediately due and payable.

23.3.9 The Bank will levy a fee in case of any dishonoured or returned Cheque/Draft. The fee in respect of a returned instrument will be determined by the Bank from time-to-time.

23.3.10 The Bank is entitled at its discretion to undertake all necessary measures to recover the money and this may include filing a criminal case under the Negotiable Instruments Act,1881.

23.3.11 The Cardholder accepts that the Bank or its appointed representatives, may at any time, follow up with him for payment against charges earlier incurred on the Card.

23.3.12 The Cardholder also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by the Bank for related and incidental matters, including but not limited to charges for renewal/replacement of a Card, for a duplicate Statement/Sales Slip, transaction fee for Cash Advance, collection charges for outstation Cheques, penal fees for returned payments and similar expenses, and in the event of legal action initiated, all legal expenses and the principal amount with interest.

23.3.13 Payments received against Card outstanding will be adjusted against all EMI, taxes, fees, other charges, interest charges, cash advance and purchases, in that order.

23.3.14 The Bank at its sole discretion may reject all post-dated Cheques.

24. Deposits

24.1 Any record of a deposit into the Card Account may be checked and confirmed by the Bank and, if there is a difference between the records of the Cardholder and the Bank's records, the Bank's records will be prima facie (in other words sufficient) proof of a deposit.

24.2 No conditions whatsoever may be attached to any payment made to the Bank. If any conditions are attached, the Bank has the right to ignore such conditions, accept payment on the Card Account, and exercise its rights in terms of these terms and conditions of use as if the Cardholder has not attached any conditions thereto.

25. Death or Permanent Disability of a Cardholder

25.1 In the event of death or permanent disability of a Cardholder, IndusInd Bank reserves the right to pursue all courses available to it under law and equity at its discretion to recover any Card Account(s) outstandings, including recovery of the Card outstandings from any applicable insurance cover or from the heirs/executors/ administrators of the Cardholder.

26. Default

26.1 The occurrence of any of the following events shall be deemed as an instance of default. Events that qualify as an instance of default are as under:

26.1.1 The Cardholder fails to pay any amount due to the Bank within the stipulated period.

26.1.2 The Cardholder fails to perform the obligations as per these terms and conditions or contravenes any of the terms and conditions herein.

26.1.3 Any payment instruments including cheques and/or

NACH/standing instructions delivered to the Bank are not encashed/acted upon for any reason whatsoever on presentation being made.

26.1.4 Any representation made by the Cardholder proves to be incorrect, misleading, false or incomplete including but not limited to income and/or identification paper/documents forwarded to the Bank, being proved incorrect, incomplete and/or contain false/fraudulent information.

26.1.5 In event of death of the Cardholder or in case of total and permanent disability.

26.1.6 In case the Cardholder becomes insolvent, or there is any material adverse change in the financial condition of the Cardholder which in the Bank's opinion affects the interests of the Bank.

26.1.7 If the Cardholder is involved in or charged for any criminal activities.

26.1.8 In case of default in performance of any obligations under terms of any other loans/facilities provided by IndusInd Bank or any other financial institution.

26.1.9 In the event that the Cardholder fails to furnish any information or documents required by the Bank.

26.2 In the event of default, the Cardholder will be sent reminders from time-to-time by representatives of IndusInd Bank including third parties appointed by IndusInd Bank for settlement of any outstanding on the Card Account, by post, fax, and telephone, electronic mail, SMS messaging and/or engaging its representatives to remind, follow-up and collect dues. Any third party so appointed, shall adhere to the code of conduct on debt collection as applicable from time-to-time. In the event that the Cardholder commits an instance of default, notwithstanding anything to the contrary herein, or any other agreement/document of understanding between the Cardholder and the Bank, the Bank at its sole discretion will be entitled to:

26.2.1 Withdraw all Credit Card facilities extended to the Cardholder either temporarily or permanently, whereupon all the facilities incidental to the Credit Card shall be deemed to have been terminated forthwith.

26.2.2 Ask the Cardholder to pay immediately all outstanding balance on the Card, along with all interest/charges and fee payable.

26.2.3 Exercise the Bank's right to lien and set-off the amount outstanding against any monies/deposits/accounts maintained in the Cardholder's name with the Bank.

26.2.4 Proceed independently of any right of lien/set-off to recover all outstanding in a lawful manner deemed fit by the Bank.

26.2.5 Without prior notice to the Cardholder, disclose to the Reserve Bank of India or CIBIL or any authority credit bureau or any governmental authority or any other body/person the identity of the Cardholder and the fact that the Cardholder has committed an instance of default.

26.3 The Bank shall be entitled to withdraw any default report issued at its sole discretion in the event:

26.3.1 The defaulter in question has liquidated his entire outstanding dues with the Bank or settled his dues with the Bank.

26.3.2 A court verdict has been received by the bank instructing the Bank to de-list the Cardholder. Decisions will be taken on a caseto-case basis by the Bank upon individual reviews.

27. Charges and Fee

27.1 The Bank will charge a joining/annual fee plus applicable taxes in respect of all primary and Add-on Card(s) issued. This fee will be debited to the Card Account of the Cardholder(s). The amount of joining/annual fee applicable will be informed by the Bank to the Cardholder from time-to-time.

27.2 The Bank reserves the right at any time to charge the Cardholder for the issue, re-issue of the Card or PIN(s), Cards issued with a picture/photograph, and for issue of any Add-On Card(s) as notified from time-to-time and/or any fees/charges for the transactions carried out on the Card. Details of applicable fees and charges can be obtained from the Bank and are subject to change from time-to-time.

27.3 Subject to the discretion of the Bank, the interest charge-free credit period could range up to 50 days based on the dates of Card Transaction posting and payment behaviour of the Cardholder. The Cardholder agrees that the said interest chargefree credit period will not be applicable in the event the Cardholder is unable to clear the previous month's balance in full or if the Cardholder has availed of a cash advance.

27.4 Any such fees and charges will be deducted automatically from the Card Account at the time the fee or charge is incurred/billed.

27.5 The Cardholder should be advised that some ATM owners or operators of shared networks may impose an additional charge for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from the Card Account.

27.6 Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon him (either directly or indirectly), the Bank shall debit such charges, duty or tax against the Card Account(s).

27.7 The Cardholder authorises the Bank to deduct from his Card Account, and indemnifies the Bank against any costs, charges and expenses that the Bank may incur in collecting money the Cardholder owes the Bank in connection with his Card (including without limitation reasonable attorney's fees to the extent permitted by law).

27.8 IndusInd Bank may choose to waive all or any fees/charges for certain Cardholders or for a certain period of time. The Cardholder agrees that this does not give the Cardholder any implicit right for the waiver of any fee/charge and such waiver will be provided at the sole discretion of the Bank.

27.9 Notwithstanding that the Cardholder shall become liable to pay immediately for a transaction incurred, which has been incurred with the use of the Card, if there are any outstandings (whether billed or not; above or below the Minimum Amount Due) remaining unpaid as on a Payment Due Date then such outstandings shall bear and carry a interest charge in addition to a late payment

charge (if applicable). The interest charge levied may be Card type or Cardholder-specific and may be based on usage and payment patterns. The Bank will disclose the interest charge applicable to the Cardholder either in the schedule of charges; monthly statement; e-mail notification or letter to mailing address or any other promotional material deemed suitable by the Bank. However, this interest charge is liable to change without notice and will apply at such rates as IndusInd Bank may from time-to-time decide from either of the following events.

27.9.1 If the Cardholder makes a payment less than the total closing balance, the entire outstanding from the date of billing will attract a interest charge. All Card Transactions incurred after the billing date but not included in the statement will also attract interest charge from the date that such transactions are effected by the Cardholder. This interest charge will be calculated on the daily balance and will be billed in the monthly statement along with applicable taxes . A Service Charge will be raised on the amount carried forward (difference between 'Total Amount Due' and the amount paid) until payment of the entire amount. Please note that making only the minimum payment every month would result in the repayment stretching over a period of time with consequent interest payment on your outstanding balance. Interest Calculation Example – If the statement cycle is 25 of every month and the January statement has one transaction: 14 January Shoppers Stop ₹10,000/-. The outstanding balance on 25 January is ₹10,000/-. If the complete payment is made before 14 February, no interest shall be levied. However, if a part payment of ₹7,000/- is made on 10 February, then interest will be calculated as below: 1. Interest on ₹10,000 from 14 January - 25 January (11 days) = ₹10,000 x 3.83% x 12/365 x 11 = ₹138.51 2. Interest on statement balance as per 25 statement from 25 January-10 February (16 days) = ₹10,000 x 3.83% x 12/365 x 16 = ₹201.47 3. Interest on outstanding balance of ₹3,000 from 10 February - 25 February (15 days) = ₹3,000 x 3.83% x 12/365 x 15 = ₹56.66 4. Total interest as per 25 February statement = ₹138.51 + ₹201.47 + ₹56.66 = ₹396.64 Please note in the above illustration interest has been calculated at 3.83% p.m.

27.9.1.1 Any portion of the 'Minimum Amount Due' remaining unpaid shall be carried forward and added on to the 'Minimum Amount Due' for the next Monthly Statement and bear and carry a interest charge as described above.

27.9.1.2 In case the 'Minimum Amount Due' or any portion of this amount is unpaid before the 'Payment Due Date', a late payment charge and taxes as applicable will also be levied. This late payment charge is disclosed in the schedule of charges and is subject to change. Any Minimum Amount Due or portion thereof that has been paid, shall cease to carry the interest charge after the date of receipt of payment by IndusInd Bank.

27.9.2 All cash advances will be subject to a interest charge, from the date of the cash advance up to the date of receipt of total payment towards the cash advance by the Bank.

27.10 The monthly interest charges may increase up to a maximum rate of 4% per month or such interest charge as determined by the Bank from time-to-time if the Cardholder does not pay by the 'Payment Due Date' or exceeds his prescribed Credit Limit or in the event of a returned Cheque/ any other instrument of payment.

27.11 All cash transactions incurred by the use of the Card shall bear and carry a transaction fee and a interest charge (if applicable) at the rate determined by the Bank from time-to-time.

27.12 The exchange rate used for all foreign currency transactions will be decided by the Bank and will be binding on the Cardholder.

27.13 In the event that the total outstanding exceeds the Credit Limit, an additional charge will be levied on the total outstanding exceeding the Credit Limit. This charge is disclosed in the schedule of charges and is liable to change without notice and will apply at such rates as IndusInd Bank may from time-to-time decide.

27.14 Charges and fees, as may be applicable from time-to-time, are payable by Cardholders for defaults committed by him, with reference to his Cardholder Account or for specific services provided by IndusInd Bank to the Cardholder.

27.15 The Cardholder recognises and agrees that IndusInd Bank retains the absolute right and discretion to alter such charges or fees from time-to-time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the Cardholder.

27.16 Subject to the terms and conditions stated here in above, a schedule of the charges that may presently be levied by the Bank on the Cardholder will be provided from time-to-time.

27.17 The "No Fuel Surcharge" offer is at the sole discretion of IndusInd Bank and the Bank reserves the right to charge the customer the applicable surcharge at any time. The offer is for eligible petrol purchases, i.e., subject to minimum & maximum purchase amounts as decided by the Bank from time-to-time. The Bank will reverse the fuel surcharge levied up to 1% and this will reflect in the Cardholder's monthly statement. In case the Cardholder uses the Card for petrol transactions amounting to less/more than the minimum/ maximum amount specified by the Bank, the surcharge levied, will be charged to the Card Account. Any GST levied on Fuel surcharge will have to be borne by the customer.

28. Emergency Services from Visa / MasterCard / American Express Global Network / RuPay / Other Network

28.1 The communications and arrangements for Emergency Services are provided by a third-party service provider and are paid for by VISA International / MasterCard International / American Express Global Network / RuPay / Other networks as the case may be and the Cardholder is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best effort basis and may not be available due to problems of time, distance or locations. The medical and/orlegal professionals suggested and/or designated by VISA or MasterCard or other networks, are not employees of VISA/MasterCard/ other networks and therefore, they are not responsible for the availability use, acts, omissions, or results of any medical, legal or transportation service. The Bank does not accept any responsibility for the arrangement or the use of such services.

29. Features and Services by Third Party

29.1 The Bank reserves the right to add/delete/amend any or all of the features offered with the Card. The Bank will attempt to add/build promotional features around the Card. However, these will be on best effort basis only and any dispute arising from these promotional features will not be construed as the liability of the Bank.

29.2 The Bank may arrive at an arrangement with some merchants, for granting discounts to the Cardholder in respect of goods purchased/services obtained. However, the Bank shall not be responsible or accountable for any dispute the Cardholder may have with such merchants.

29.3 The Bank may tie-up with third party service providers to offer their services to Cardholders at a discounted rate. IndusInd Bank makes absolutely no representations about the quality of their services and will not be responsible if the service in any manner is deficient or unsatisfactory.

30. Right to Refuse Transactions

30.1 Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, levy, lien, information or notice which the Bank in good faith believes and which calls into question the Cardholder's ability, or the ability of someone purporting to be authorised by the Cardholder, to transact the Card, the Bank may, at its discretion, and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain or withdraw any portion of his credit limit, and take any other steps required to recover the outstandings (if any) from the Cardholder.

31. Addition to and Withdrawal of Facilities

31.1 The Bank may, at its discretion, make available to the Cardholder more ATMs, EDC-POS, and/or other devices through shared networks for his convenience and use. All fees, charges related to transactions done by the Cardholder at these devices, as determined by the Bank from time-to-time will be recovered by a debit to the Card Account(s). The Cardholder understands and agrees that such networks may provide different functionality, service offerings and different charges for different services and/or locations.

31.2 The Bank shall, 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 an ATM/other devices within/outside India on the Card Account(s) 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. No institution other than the Bank shall have any liability or responsibility to the Cardholder with respect to the use of the Card to conduct Transactions on his Card Account(s).

31.3 Maintenance: While advance notice of maintenance work likely to affect the availability of services, shall be given, the Bank reserves the right to suspend, without any notice, access to ATM/EDC or other similar device or the provision of all or any of the services, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.

32. Residents

32.1 As per RBI guidelines, the Cardholder need not submit documentary evidence like invoice/bills for the use of the Card(s) or Card Account(s) for the permitted purposes as per the exchange control regulations, if the remittance involved is less than the permissible limit or its equivalent and prima facie meets the exchange control regulations.

32.2 As per RBI guidelines, in case the amount on the Card Account during visits abroad exceeds the Cardholder's foreign exchange entitlements, the Cardholder should provide documentary evidence for the usage of foreign exchange utilised. The Bank is authorised to report the matter to the regional office of the exchange control department giving full details.

32.3 As per Exchange Regulations, the Cardholder is not required to get his passport endorsed for every foreign currency transaction; however should the regulations change, the Cardholder acknowledges that it is his sole responsibility to comply. The Bank, however, is not obliged to fill up or submit any documents on behalf of the Cardholder and shall not be responsible or liable for any consequences for non-compliance of the same by the Cardholder.

33. Non-Residents and Foreign Nationals

33.1 Non-resident Indians can hold an internationally valid Card provided all dues arising out of its use in India/abroad are met out of an NRE account held with IndusInd Bank or by inward remittances.

33.2 QA22 accountholders in any other Bank can also hold an Internationally valid Card in accordance with the RBI guidelines.

34. Exclusion of Liability

34.1 The Cardholder acknowledges that the Bank shall be under no liability whatsoever to the Cardholder, in respect of any loss or damage arising directly or indirectly out of:

34.1.1 Any defect in goods or services supplied by the PME.

34.1.2 Refusal by any other bank or PME to honour or accept a Card.

34.1.3 Effecting transaction instruction other than by a Cardholder, or misuse of Card due to the Cardholder's negligence, mistake, dishonesty, misconduct, fraud or handing over the Card to an unauthorised person.

34.1.4 Non-functioning of the PA/Terminal, Bank's network or other bank's network due to machine/mechanical errors/failures, technical breakdown, etc.

34.1.5 Handing over of the Card by the Cardholder to anybody other than authorised employees of the Bank.

34.1.6 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 authorized person or through the ATM/EDC machine.

34.1.7 The exercise by the Bank of its right to terminate any Card.

34.1.8 Any injury to the credit standing 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 PME to honour or accept the Card.

34.1.9 Decline of a charge because of exceeded foreign exchange entitlement as prescribed by RBI guidelines issued from time-totime, or the Bank becoming aware of the Cardholder exceeding his/ her entitlement.

34.1.10 Decline of transaction due to any reason at a PA/PME.

34.2 The Bank accepts no responsibility and will not be liable for any loss or damage for any service failures or disruptions (including but not limited to, loss of data) attributable to a system or equipment failure or due to reliance by the Bank on third party products or interdependencies, including but not limited to, electricity or telecommunications. The Bank accepts no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.

34.3 If an ATM/EDC or similar device malfunctions, resulting in loss to the Cardholder of some or all of the amount of a transaction, and such a loss is confirmed by the Bank through a verification of the Bank's records, the Bank will correct that loss by making any adjustments to the Cardholder's nominated account(s) including any adjustments for service charges, if any.

34.4 The Bank shall not be responsible for any loss or damage caused to the Cardholder by reason of any failure to comply with the Cardholder's instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

34.5 By applying for and availing the Card facility, the Cardholder grants express authority to the Bank for carrying out the transactions performed by Cardholder. The Bank shall have no obligation to verify the authenticity of a transaction made other than by means of the PIN.

34.6 The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Cardholder or any other person.

34.7 Insurance benefit would be available only to active card users. An active card is defined as the card with one transaction/activity on any POS terminal in the last 6 months from the date of the loss.

35. Rewards Programme

35.1 This Programme is available only to the Bank's Gold/Platinum/Signature/World variants or any other cards/Co-branded Credit Cards launched by the Bank. This programme is not available for Classic Credit Card.

35.2 The Bank, at its sole discretion, will design/allot different reward point schemes including accrual, expiry and redemption to different Card types. The Bank also reserves the right to vary the reward point schemes for the Cardholder.

35.3 Currently both primary and Add-On Cards can accrue rewards. However, the Bank reserves the right to change this at any given time.

35.4 The programme is a rewards programme that enables the Cardholder to earn points on charges incurred on his/her Card by purchase of goods and services on the Card and any other charges as may be included by the Bank from time-to-time for the purpose of the programme.

35.5 The points are redeemable against specified goods & services as listed by the Bank from time-to-time or through credit to the Cardholder's Card Account.

35.6 The programme will remain open from the effective date till such time as may be determined by the Bank at its sole discretion.

35.7 Points Accrual:

35.7.1 The Bank may award, based on individual product features, a certain amount of points for every unit of Rupees spent on specific categories of domestic/ international purchase transactions of goods/services.

35.7.2 The Bank will stop awarding any reward points to a Cardholder whose Card Account(s) is not in good standing.

35.7.3 Points will not be accrued on Card Transactions that are subsequently reversed. Any points already credited for such Card Transactions will be debited.

35.7.4 The Bank, at its sole discretion, may also award points for any other Card Transactions either for a specific period or for specific situations/promotional schemes.

35.7.5 Points will not be awarded to Cardholders towards Card Transactions involving Cash Advances, EMI payments, Balance Transfer transactions, and fees such as joining fee, annual fee, Add-On Card fee, interest charges, or any other fee/charges.

35.7.6 The Bank reserves the right to specify the maximum number of points that will be awarded to a Cardholder in a given period. The Cardholder will not accrue any further reward points for that time period, once the maximum number of points as specified by the Bank is reached.

35.7.7 The above list of Card Transactions may be modified by the Bank at its discretion under intimation to the Cardholder.

35.7.8 Points will accrue to the individual Card Accounts in the case of eligible Primary, Add-On Cards. Points accrued by any Add-On Cards will automatically accrue to the Primary Card Account on which the Add-On Cards are issued and not to any other Card Account.

35.7.9 No accumulation or carry over or redemption of points will be permissible, if on the relevant date any Card, be it a Primary, Addon or any other Card has been withdrawn or closed or cancelled or reinstated or is liable to be cancelled/withdrawn because of any breach of the terms and conditions of the Card herein.

35.7.10 The points will lapse in the event that such a Card Account is closed either voluntarily by the Cardholder or by the Bank at its discretion. Should the Card Account be reinstated either by the Cardholder or by IndusInd Bank, the Cardholder will not get the benefit of any points

accrued prior to cancellation or withdrawal or closure of the Card Account.

35.7.11 In the event of voluntary closure of the Card by a Cardholder, the points that are in the Card Account can be redeemed within a month of such closure. Failure to redeem these points within such period will cause the points to automatically lapse or expire.

35.7.12 A Cardholder cannot transfer any points to another person.

35.8 Redemption

35.8.1 Points accrued can only be redeemed by the Primary Cardholder only and not by any additional Cardholder.

35.8.2 The redemption logic will be specified by the Bank from time-totime. The number of points required to redeem may vary depending on the gift/voucher chosen. The Bank reserves the right to change the redemption scheme at any time or vary this by Card type and/or for specific Cardholders.

35.8.3 All linked Card Accounts and the Card must be in good standing and not cancelled or terminated by IndusInd Bank at the time of a redemption request.

35.8.4 The points will be redeemable against a monetary credit (only for specific Card types as decided by the Bank) to the Primary Card Account or against specified gifts/vouchers listed in the reward's catalogue from time-to-time. The Bank will, at its sole discretion, decide the conversion rate of reward points to monetary credit or gifts/vouchers ordered. The conversion rate will be communicated to the Cardholder from time-to-time.

35.8.5 Redemption request from the Cardholder once given to IndusInd Bank cannot be cancelled or withdrawn or changed.

35.8.6 On redemption, the points would automatically get subtracted from the accumulated points in the Cardholder's record and Card Account.

35.8.7 Requests will be fulfilled in the order in which they are received and accepted by IndusInd Bank.

35.8.8 If a Cardholder does not have sufficient number of points for an order, the request will be deemed cancelled.

35.8.9 Any tax or other liabilities or charges payable to the Government or any other authority or body or any other participating establishment which may arise or accrue to the Cardholder by redemption as aforesaid or otherwise as a result of this scheme shall be to the sole account of the Cardholder.

35.8.10 IndusInd Bank may at its discretion stipulate the minimum threshold requirement for redemption which may change from time to time.

35.9 Changes and Termination of Rewards Programme

35.9.1 The Bank also reserves the right to modify wholly or in part this programme by any other programme or terminate the programme at any time without prior notice to Cardholder.

35.9.2 This scheme is entirely voluntary and it is understood that all charges are voluntarily incurred by a Cardholder in the normal course of Card usage.

35.9.3 These terms and conditions will be in addition to and not

in substitution/derogation to the rules and regulations governing the use of the Cards.

35.9.4 Nothing therein amounts to a commitment or representation by IndusInd Bank to continue this programme or conduct further similar or other schemes.

35.9.5 The computation of points by the Bank shall be final, conclusive and binding on Cardholders and will not be liable to be disputed and questioned.

35.9.6 All disputes, if any, arising out of or in connection with or as a result of this rewards programme shall be subject to the jurisdiction of the competent courts/tribunals at Mumbai.

35.9.7 In the case of a disputed transaction being resolved in favour of the Cardholder and/or where a transaction is reversed, the equivalent points will also be reversed.

36. Indemnity

36.1 The Cardholder shall indemnify and hold the Bank harmless against any liability, loss, damages and expenses suffered by the Bank, its customers or a third party or any claim or action brought by a third party in relation to the use of the Card facility by the Cardholder(s) any of their agents, employees and associates.

36.2 The Cardholder agrees to indemnify the Bank for all liabilities, losses, damages and expenses, which the Bank may sustain or incur either directly or indirectly as a result of:

36.2.1 Negligence/mistake or misconduct of the Cardholder.

36.2.2 Breach or non-compliance of the rules/terms and conditions relating to the Card and the Card Account.

36.2.3 Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents.

36.2.4 ATMs/EDC and similar electronic terminals are machines and errors could occur while in operation. The Cardholder agrees to indemnify the Bank for any such machine/mechanical errors/failures.

36.3 The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with The Exchange Control Regulations of the RBI.

36.4 The Cardholder shall indemnify the Bank fully against any loss on account of misplacement by courier/loss in transit of Card or PIN mailer.

36.5 The Bank will not be liable for any failure to provide the facility or to comply with the terms and conditions for any cause that is beyond the Bank's control. In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of the Bank acting in good faith taking or refusing to take or omitting to take action on the Cardholder's instructions.

36.6 The Cardholder hereby indemnifies the Bank fully

against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card, in the event that it is lost and not reported to the Bank. In the event of Lost/Stolen Card which is reported as per mentioned herein, the Cardholder shall be liable to the Bank and hereby indemnifies the Bank fully against any Civil or Criminal liability, cost, expenses or damages arising due to Lost/Stolen Card over and above the sum insured covered by the Lost/Stolen Card policy.

37. Bank's Lien

37.1 The Banks' right of set-off and lien shall extend to all outstanding dues whatsoever arising as a result of the Card services extended to and/or used by the Cardholder for his primary and Add-On Card(s).

38. Termination

38.1 The Bank has the right at any time, without giving any reasons, to cancel the facility, the Card and/or the Card Number, to demand that the Cardholder repay the Bank the full amount outstanding on the Card Account and immediately destroy the Card and/or to close the Card Account. Any liability or obligation which exists in respect of these terms and conditions of use will not be affected by the above action. In such case, the Bank has the Cardholder's express authority to debit the Card Account for all withdrawals/transfers effected by the use of Credit Card/PIN as per the Bank's records, which will be conclusive and binding.

38.2 Any closure of the Card Account and/or cancellation of the facility, the Card and/or the Card Number will not affect the liability of the Cardholder in respect of any transaction that was processed before that closure and/or cancellation or before the Bank receives back the Card, whatever happens last.

38.3 The Cardholder may discontinue this facility or terminate the right to use the Card Number anytime by a notice of cancellation to the Bank. The Cardholder shall be liable for all charges incurred, up to the receipt of the notice. The facility, the Card and/or the Card Number will then become invalid on the day the Bank receives the cancellation notice.

38.4 Such termination shall also be deemed a termination of all facilities accorded by the Bank to a Cardholder. In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for the charges incurred on the Card whether or not the same are the result of misuse and whether or not the Bank has been intimated of the destruction of the Card.

38.5 For closure of the Add-on Card(s), the Cardholder will notify the Bank.

38.6 The Bank is entitled to cancel the Card with immediate effect at any time in any case of improper, unauthorised or fraudulent use of the Card or on account of non-fulfilment of terms and conditions or on account of delay in payment by the Cardholder with or without assigning any reason whatsoever. In such case, the Bank has the Cardholder's express authority to debit the Card accounts online or in the event of an offline situation within such time based on internal/scheme regulations that the Bank is a member of, for all withdrawals/transfers

effected by the use of Card/PIN as per the Bank's records, which will be conclusive and binding.

38.7 In the event that the Cardholder changes the employment/profession or address or is transferred from their present posting or change the respective salary account/main bank account, etc, (as the case may be), the Bank at its sole discretion shall have the right to discontinue the Credit Card facility. The Cardholder specifically acknowledges that once the Card Account(s) is cancelled/closed and privileges (including all benefits and services) of the Credit Card stand withdrawn, reinstatement of the same is not automatic and will take place solely at the discretion of the Bank. On cancellation of the Credit Card (for any reason whatsoever), the Cardholder:

38.7.1 Must not use the Card.

38.7.2 Must cut the Card diagonally into two and destroy it at his end.

38.7.3 Must make payments to the Bank in accordance with the conditions of use of the Credit Card.

38.8 The full amount owed to the Bank by the Cardholder will immediately become due and payable if:

38.8.1 The Bank cancels the Card Account, the facility and/or the Card Number; and/or

38.8.2 The Bank demands that the Cardholder returns the Card;and/or

38.8.3 Any of these terms and conditions of use are breached; and/or

38.8.4 The Bank closes the Card Account; and/or

38.8.5 The Cardholder is provisionally or finally placed under liquidation, winding up or receivership; and/or the Cardholder is provisionally or finally placed under judicial management or liquidated; and/or

38.8.6 The Cardholder dies or is permanently disabled.

38.9 The Cardholder hereby agrees and provides consent that the Bank may inform any service establishment, supplier or other person that the Bank has closed the Card Account and/or has cancelled the Card, the Card Number and/or facility, and the Cardholder will not have any claim against the Bank because the Bank has given this information.

38.10 The Card and the Card Number may not be used after they have expired or after the Bank has cancelled them before the expiry date.

39. Changes in Terms and Conditions

39.1 The Bank reserves the right to revise policies, features and benefits offered on the Card and alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations in any manner it thinks appropriate. The Cardholder will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

39.2 The Bank could make changes including (but not limited to) the purposes/reasons listed below:

39.2.1 Impose or increase fees, interest charges or charges relating solely to the use of the Card and PIN, or the use of an additional or replacement Card.

39.2.2 Increase the Cardholder's liability for losses relating to Transactions with his Card.

39.2.3 Adjust the credit or cash limits applying to the Card account.

39.3 The Bank may make a change without notice, if such change is necessary to maintain or restore the security of the electronic system or equipment used for the Card Transactions. The Cardholder will be notified if such a change is made, unless disclosure would jeopardise the security of the electronic system or equipment.

39.4 Notification of these and any other changes may be given by the Bank by delivering it to the Cardholder personally or by posting it to his latest mailing address or through electronic-mail registered/recorded with the Bank. The Cardholder must notify the Bank of any change to his address promptly.

39.5 Proof of posting to such last notified mailing address or electronic-mail shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered.

39.6 The Bank may also give the Cardholder notice of variation of these terms and conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/Branch/Office or by a press advertisement or by a message in the monthly statement or on its Internet website.

39.7 These Terms and Conditions shall a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing, and b) apply in addition to the Bank's General Business Terms and Conditions and any other of the Bank's Terms and Conditions otherwise applicable. However, in case of conflict, these Terms and Conditions for Credit Card Facility shall prevail as regards transactions under the Credit Card Facility.

39.8 Every provision (including this provision) of these terms and conditions is deemed to be separate and severable, and should any provision be found to be defective or unenforceable for any reason, that provision will be severed from the remaining provisions and the validity of the remaining provisions will continue to be of full force and effect.

40. Disclosure

40.1 The Bank also reserves the right to disclose, in strict confidence to other institutions, such information concerning the Card Account as may be necessary or appropriate in connection with its participation in any Electronic Funds Transfer network. This right is in addition to the disclosures that the Bank is entitled to make as specified in Clause 4.2 hereinabove.

40.2 The Cardholder agrees that the Bank may, at its discretion, videotape or record on camera the Cardholder's access/presence/use of the Bank's facilities at its premises/machines/equipments and the Bank may rely on footage of such clippings as evidence in any proceedings.

40.3 The use of the Credit Card at ATM / CASST / Touch Access Banking Terminal / EDC-POS / other devices shall constitute the Cardholder's express consent:

40.3.1 to the collection, storage, communication and processing of identifying and Card Account balance information by any means necessary for the Bank to maintain appropriate Transaction and Card Account records;

40.3.2 to the release and transmission to participants and processors in the Bank ATM network/other networks of details of the Card Account and transaction information and other data necessary to enable the Card to be used at an ATM/other device;

40.3.3 to the retention of such information and data by the said participants and processors in the Bank/other networks;

40.3.4 to the compliance by the said participants and processors in the Bank ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject.

40.3.5 to the disclosure of information to third parties about the Card Account(s) or the transactions done through the use of the Card or personal particulars where it so necessary for completing transactions; and/or when necessary to comply with law or government agency or court orders or legal proceedings; and/or when necessary to resolve errors or question the Cardholder has raised; and/or in order to satisfy the bank's internal data processing requirements.

40.3.6 The Cardholder agrees to provide the Bank information that the Bank requires from the Cardholder by law or regulation, or any other appropriate information that the Bank may reasonably request from time-to-time.

40.3.7 The Cardholder expressly recognises that the Bank has full authority and power to sell or transfer or assign all outstanding/dues on his Card Account to any other third party including financial institutions. The Bank shall duly notify the Cardholder of any such change by way of a written communication. The Cardholder will thereon be obligated to pay all outstanding amounts to the third party and will be relieved of obligations to IndusInd Bank.

41. Jurisdiction for Dispute and Settlement

41.1 The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Card can be accessed by a Cardholder in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the Card Account(s) of the Cardholder and/or the use of the Card.

41.2 All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, irrespective of whether any other Court may have concurrent jurisdiction in the matter.

41.3 The Bank reserves the right to deduct from the Card Account(s) a reasonable service charge and any expenses the Bank incurs, including without limitation reasonable legal fees, due to legal action involving the Card.

42. Do Not Call Registry

42.1 The "Do Not Call" registry is open to customers who have an existing relationship with the Bank and persons who

have no existing relationship with the Bank.

42.2 Registration for "Do Not Call" is applicable only for telemarketing offers limited to products and services offered by IndusInd Bank India made by calling on the mobile phone of the customer or the person.

42.3 The Cardholder can register for "Do Not Call" by calling up the IndusInd Bank Phone Banking Number or by registering on the IndusInd Bank India Website.

42.4 In case the customer changes his mobile number, the same should be informed to the Bank through a re-registration.

42.5 Registration for "Do Not Call" will not include or limit calls from the Bank regarding Card Account or Card Maintenance, Messages relating to change in Terms and conditions, Alerts on Transactions, Account or Card dues recovery calls.

42.6 It will take 30 working days for the "Do Not Call" registration to take effect.

43. Services for Credit Cards through Alternate Channels

The Cardholder agrees that availing of Services through Alternate Channels is subject to the following terms and conditions as well as the General Business Conditions of the Bank and the rules for conduct of accounts as may be issued by the Bank from time-totime as well as the rules and regulations introduced or amended from time-to-time by the Reserve Bank of India or any other authority. In case of conflicting terms and conditions, the terms and conditions for these Services through Alternate Channels shall be relevant.

43.1 Definition:

43.1.1 "Business Hours" means the time period for which the Bank is open for business on Working Days and the Business Hours may vary for each branch/office of the Bank, as may be notified from time-to-time.

43.1.2 "Electronic Banking" means all banking transactions and facilities availed of by the Cardholder over any Alternate Channels.

43.1.3 "Alternate Channels" includes Phone Banking, Internet Banking, and Statement by e-mail, Mobile Banking, and Mobile Alerts.

43.1.4 "Alerts" means the customised messages in response to the triggers sent as Short Messaging Service ("SMS") to the Cardholder over his mobile phone or as an e-mail to his specified e-mail address.

43.1.5 "CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Mobile Banking Facility.

43.1.6 "Triggers" means the customised triggers to be set or placed by the Cardholder with the Bank with respect to specific event/transactions relating to his Account to enable the Bank to send the corresponding alerts to the Cardholder.

43.2 General:

43.2.1 Services through Alternate Channels are provided by the Bank at its discretion and only as a convenience to the customer. The Cardholder may avail the service at his own risk. In addition to terms, Cardholder shall comply with the guidelines for the use, access and operation of the services through Alternate Channels as may be issued by the Bank from time-to-time.

43.3 Cardholder Identification and Authentication:

43.3.1 Electronic Banking is permitted only after authentication of the Cardholder by means of Password/PIN/User ID or other identifiers of the Cardholder as stipulated by the Bank. The Cardholder hereby grants express authority to the Bank for carrying out any transaction received by the Bank through Alternate Channels (using his Password/PIN/User ID), post authentication and the same will be deemed to have emanated from such Cardholder. The Bank shall have no obligation to verify the authenticity of any transaction request received through Alternate Channels or purporting to have been sent by the Cardholder other than by means of verification of the Password/PIN /User ID. The Bank will not be liable for acting in good faith on such instructions.

43.3.2 If the Bank believes that an instruction over Alternate Channels may not have been properly authorised by Cardholder, the Bank may after making reasonable efforts to check whether it was properly authorised, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. The Bank may, at its sole discretion, decide not to carry out any instruction/s through Alternate Channels where the Bank has reason to believe that the instruction/s is/are not genuine or otherwise improper or unclear or raise a doubt. Bank will not be responsible for any loss to Cardholder/third party that results from such refusal to carry out instructions or reversal.

43.4 Communication to the Cardholder via Fax:

43.4.1 At the Cardholder's request, the Bank may send the Cardholder by facsimile ("Fax") (at a fax number given by the Cardholder) financial information (sought by the Cardholder) regarding the Cardholder's Card(s)/Card Account(s) which may be of a private and confidential nature and the Cardholder shall not hold the Bank liable in any manner whatsoever, should such information come to the knowledge of any third party.

43.5 Instructions through Fax:

43.5.1 The Cardholder may send the written and signed instructions via Fax to designated fascmile numbers. The Bank may act upon these instructions at its own discretion. It is the responsibility of the Cardholder to ensure that the Fax instructions shall be followed by the hard copy of the communication within a period of not more than seven days from the issuance of the instructions via fax. The Bank shall not be liable in any manner whatsoever for any delay and/ or failure of the Cardholder in sending across the said hard copy of the communication.

43.5.2 The Cardholder acknowledges that the Fax is not a secure medium and before sending the Fax, the Cardholder should ensure that the Fax is being sent to the correct number and call at the Bank to verify that the Fax has reached the intended recipient. The Cardholder also acknowledges that he shall send instructions via Fax at his own risk and the Bank shall not be liable for any loss or damage suffered by the Cardholder by use of the Fax.

43.6 Record of Transactions:

43.6.1 Only the Bank's own record of transactions over Alternate Channels maintained through computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on the Bank and the Cardholder for all purposes and the Cardholder recognises, undertakes and agrees to accept such record of the Bank without demur or protest. Due to inherent features of some of Alternate Channels, the Cardholder may be able to take out a print of the transaction attempted to be effected by the Cardholder over Alternate Channels. However, only the record maintained by the Bank shall prevail. The Cardholder unconditionally acknowledges and agrees not to contest any transaction carried out or not carried out by the Bank upon requesting for the same over Alternate Channels.

43.7 Password(s)/PIN/User ID:

43.7.1 The Cardholder will be allotted Passwords/PIN/Card and/or User ID at cardholder's request by the Bank to avail of any of the Services through Alternate Channels. The Cardholder shall receive the same in a tamper-proof sealed envelope ("Mailer"). The Cardholder shall ensure that the Mailer is received without any tampering, and if not, the Cardholder shall forthwith inform the Bank immediately in writing or by phone.

43.7.2 Cardholder's access to Services through Electronic Banking will be disabled if wrong Password/PIN is entered successively five times (or number of attempts as decided by the Bank from time-to-time.

43.7.3 The Bank may decide to disable Password/PIN/User ID in case the Services are not used for a continuous period as specified by the Bank. The Cardholder may also request for temporary disabling of access. To reactivate access to services through Alternate Channels, the Cardholder must intimate the Bank by way of a letter, phone or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.

43.8 Security and Confidentiality of Password/PIN/ User ID:

43.8.1 Cardholder agrees and acknowledges that he shall be solely responsible for maintaining secrecy of his Card details and Password/PIN. Cardholder must comply with any other requirements designed to protect the security of his use of the Alternate Channels, which are set out in the guidelines or notified to Cardholder from time-to-time.

43.8.2 To ensure that the Cardholder alone is able to access and give instructions through Alternate Channels, he must at all times comply with the following security procedures: (i) Cardholder shall change his Password/PIN regularly or if so required by the Bank; (ii) not choose a Password/PIN, which he has used before or which is likely to be guessed by anyone; (iii) to safeguard his Password/PIN at all times and not to disclose any details of his Password/PIN to anyone else (including to the Add-On Cardholder or a member of the Bank staff); (iv) not record Password/PIN in a way whereby it will be legible or accessible to any third party; (v) preferably memorize Password/PIN and then destroy any record of it; (vi) not allow anyone to operate the

Services through Alternate Channels on his behalf; (vii) not leave any system unattended while he is logged on to the Alternate Channels and each time he goes away from such system to log out from Alternate Channels; (viii) not access the Alternate Channels from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his Password/PIN. The Cardholder shall indemnify the Bank if any loss is suffered by the Bank due to any failure on his part to comply with the above security procedures.

43.8.3 If Cardholder discovers or suspects that his Password/PIN or any part of them are known to someone else, he must immediately change the Password/PIN himself through the Alternate Channels. If this is not possible, Cardholder must notify the Bank immediately through the phone. The Bank may suspend use of the Services through Alternate Channels until new Password/PIN have been set up. Any transaction done prior to such a notification shall be entirely at Cardholder's risk and cost.

43.8.4 Loss of Password/PIN/User ID: If the Cardholder forgets or loses the Password/PIN he shall inform the Bank in the manner prescribed by the Bank, who shall at its sole discretion arrange to regenerate and send a new Password/PIN to the Cardholder.

43.9 Liability of the Cardholder/Rights of the Bank:

43.9.1 The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorised access to the Services through Alternate Channels. The Bank shall endeavour to use the best technology, but the Cardholder understands that due to the nature of technology, it may not be possible to keep the system foolproof and tamper proof at all times and that the Cardholder hereby agrees and confirms that no claim and/ or dispute shall be raised against the Bank on such grounds.

43.9.2 The Cardholder acknowledges and unconditionally accepts and agrees that in no way shall the Bank be/held responsible if the Cardholder incurs a loss as a result of misuse/unauthorised use of the Services through Alternate Channels and/or Password/PIN or as a result of information being disclosed by the Bank regarding his Card(s) or Card Account(s) to any person or carrying out the transaction or instruction received through Alternate Channels by use of Password/PIN. If the Cardholder fails to observe the security and confidentiality requirements, he may incur liability for unauthorised use. The Bank does not assume any responsibility on this behalf under any circumstances.

43.10 Processing of Transactions:

43.10.1 Time for processing of transactions through the Alternate Channels may vary depending on whether they are processed manually or electronically or whether they can be updated immediately or whether they are processed after the close of Business Hours. For Card blocking requests, and other urgent/important request, the Cardholder should follow-up with the Bank and ensure that the same are physically recorded/carried out by the Bank.

43.10.2 Once Cardholder has given an instruction through the Alternate Channels, Cardholder will not be able to

reverse it. Bank is under no obligation to reverse an instruction Cardholder has given; or to accept an instruction that is conditional or reversible or which requires Bank to pay a third party sooner than it would have been able to pay following normal banking practices. Bank may, at its discretion, try to reverse entry to the extent that this is possible under the rules and practices of the banking system at a cost to the Cardholder.

43.10.3 Cardholder hereby confirms and acknowledges that payments through electronic transfer of funds are subject to Sec.40A (3) of the Income Tax Act, 1961.

43.10.4 The financial information available by means of the Service through Alternate Channels is for reference purposes only. Information available through this Service will not reflect transactions that may be in the Bank's hands but which have not been processed or which still have to be verified for payment. The Bank shall not be liable for any loss incurred or damage suffered by the Cardholder or as a third party by reason or in consequence of any such financial information.

43.10.5 The Bank shall endeavour to effect fund transfer and payment transactions received through the Alternate Channels provided there are credit/cash limits available and the Bank shall not be liable for any omission to make any of these payments or for late payments due to circumstances beyond the reasonable control of the Bank.

43.11 Limits:

43.11.1 The Bank will, at its sole option, set and reset minimum and maximum limits for any transaction that may be carried out by the Cardholder over Alternate Channels. These limits may be lower than the overall credit limit assigned to the Cardholder. Such limits may be based on parameters as may be prescribed by the Bank from time-to-time.

43.11.2 Minimum/Maximum transaction limits shall apply to all ATMs and may vary between different ATMs belonging to different banks' networks, country to country and from time-to-time. The Bank would not be responsible for any loss or inconvenience that the Cardholder may suffer due to lack of uniformity in these limits for transactions through different ATMs/networks.

43.12 Access to Services through Alternate Channels:

43.12.1 Access to Services through Alternate Channels shall be made available at the Cardholder's request and at the Bank's discretion. All Accounts linked to the Cardholder's Card(s) or Card Account(s) may be accessible through Alternate Channels, subject to Bank's rules. However, the nature of transactions available on each Card or Card Account that is accessible will depend on the operating mandate on those Card(s)/Card Account(s). In case of corporate Cardholders, access will be provided based on instructions of the authorised personnel in the corporate.

43.13 Sufficiency of Limits:

43.13.1 The onus of ensuring adequate and available credit limits is entirely on the Cardholder. In the event any attempt is made to violate the limit, the Bank may withdraw the Services through Alternate Channels to the

Cardholder or take such other steps as the Bank may deem fit.

43.14 Software and Hardware:

43.14.1 The Cardholder shall at its cost, procure, maintain and update/upgrade all such software and computer and communication systems, as applicable, from time-to-time, to avail and use the Services through Alternate Channels which are compatible with the Bank's system. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time-to-time and shall be under no obligation to support the software, hardware, operating systems of the Cardholder and that the same shall be the sole responsibility of the Cardholder.

43.15 Intellectual Property:

43.15.1 The Cardholder acknowledges and agrees that all the Intellectual Property Rights in the software underlying any of the Services as well as other software which is required for availing Services accessing the Card through Alternate Channels are the legal property of the Bank or the respective vendors. The permission given by the Bank to access the Card/Card Account(s) and utilise the Services shall not convey any proprietary or ownership rights in the intellectual property of the software. The Cardholder shall not attempt to modify, translate, dis-assemble, de-compile or reverse engineer the above mentioned software or copy the source code of the software or create any derivative product based on the software.

43.16 Incomplete Transactions:

43.16.1 The Bank shall not be responsible and/or liable or in any manner involved in any transaction of the Cardholder not materialising or getting completed.

43.17 Protecting Against Viruses:

43.17.1 Cardholder must take all reasonably practicable measures to ensure that Cardholder's system or any computer or other equipment or device from which Cardholder accesses the Internet banking free of any computer virus or similar software/device including, without limitation, devices commonly known as software bombs, Trojan horses and worms ("Viruses") and that the same is adequately maintained and secured in every way. Though the Bank will take steps to prevent introduction of virus and other such destructive materials on the Bank's Website, it does not represent, warrant or guarantee that the Bank's Website the Content downloaded from the Bank's Website or Linked Websites do not contain such virus or destructive materials. Bank is not liable for any damage or harm attributable to such virus or destructive materials. The Bank does not warrant that the Bank's Website or functions thereof will be interrupted or free of any error or defect.

43.18 Limitation of Liability for Services through Alternate Channels:

43.18.1 Bank will not be liable for any loss or damage, whether direct, indirect, consequential, remote or special, that may be suffered by the Cardholder as a result of making/not making the Internet Banking Service available to Cardholder. Following are the illustrative list (but not exhaustive) of circumstances in which Bank

shall NOT be liable to Cardholder: When such loss or damage arises out of Force Majeure or Technical Snags; any incompatibility between Cardholder's system and the Bank's system; any misuse of Cardholder's system by Cardholder or anyone else; any access to information about Cardholder's Card/Card Account(s) which is obtained by a third party as a result of Cardholder using the Internet Banking; use by any third party of Cardholder's Password/ PIN; loss/distortion/ corruption/delay of any data, information or message during transmission or otherwise; any loss/delay, interruption in any such data, information or message, or if access to the Accounts is not available in the desired manner due to circumstances beyond Bank's control; unavailability of Alternate Channels Services during the Business Hours.

43.19 Mobile Banking and Alerts:

43.19.1 The Bank may offer the facility of Mobile Banking or Alerts on mobile or e-mail to all or any of the Cardholders for information only and may discontinue the same at its own discretion. The Bank on best effort basis may display certain pre-defined Alerts. However, the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alerts.

43.19.2 The Mobile Banking/Mobile Alert facility is available in certain specific regions and to subscribers of mobile phones of certain specific Cellular Service Providers (CSPs). The Cardholder understands that unless he is a subscriber of the specific CSPs, Alert or Mobile Banking facility will not be available to him.

43.19.3 The Mobile Alerts will be sent to the Cardholder only if the Cardholder is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs. The Cardholder acknowledges that the facilities are dependent on the infrastructure; connectivity and services provided by the CSPs and other service providers engaged by the Bank and will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Cardholder.

43.19.4 The Bank shall endeavour to provide the facility on a best effort basis and the Cardholder shall not hold the Bank liable for nonavailability of the facility or non-performance by any CSPs or other service providers or any loss or damage caused to the Cardholder as a result of use of the facility (including relying on the Alerts for the Cardholder's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Cardholder in connection with the use of the facilities, except in case of gross negligence or wilful default.

43.19.5 The Cardholder accepts that each Alert may contain certain information relating to the Cardholder. The Cardholder authorises the Bank to send all Card(s) related information, though not specifically requested, if the Bank deems that the same is relevant.

43.19.6 The Bank may, if feasible, extend the facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time-to-time.

43.19.7 The Cardholder is responsible to acquaint himself with the detailed process for using Mobile Banking or the Alert facility and the Bank is not responsible for any error by the Cardholder in conducting any transaction.

43.19.8 Alerts will be sent over either the Cardholder's mobile phone number or e-mail registered with the Bank. The Cardholder acknowledges that Alert facility will be implemented in a phased manner and all facilities or triggers may not be available immediately. The Bank will attempt to expand the available triggers or Alerts to meet Cardholder requirements. The Bank may, from time-to-time, change the features of any trigger or alert.

43.19.9 The Cardholder is required to use only the mobile number advised by him to the Bank or as subsequently changed by him by advising the Bank through oral or written instructions. The Cardholder acknowledges that the Bank may (but is not obliged to) verify his mobile number/default phone number along with his Card/Card Account details prior to processing any instructions. The Cardholder is responsible for intimating to the Bank any change in his mobile number or e-mail address or Account details and the Bank will not be liable for sending Alerts or other information over the Cardholder's mobile phone number/e-mail address/fax number recorded with the Bank.

43.20 Phone Banking Services:

43.20.1 The Bank may offer, from time-to-time, various facilities under this service either through staff assistance or by dialing in choices on an automated Phone Banking System. The Cardholder accepts that the Bank directly or through its appointed representatives has agreed to provide him the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written standing instructions now given or that may hereafter be given. The telephonic instructions given may also include instructions to change demographic details of a Cardholder such as residence and/or mailing address, residence and/or office telephone number, mobile phone number or any other personal details of the Cardholder as decided by the Bank from time-to-time.

43.20.2 For security purposes and to protect Cardholder and its staff and also to help resolve disputes, if any, Bank may at its discretion tape or record telephonic conversations between Cardholder and the Bank, keep record of it, as also Cardholder's instructions and listen to the same, and Cardholder accords his consent for the above.

43.21 Internet Banking Service:

43.21.1 The Bank will take reasonably practicable steps to ensure that systems used by it for providing Internet Banking Services contain adequate security safeguards; control and manage the risks in operating such systems, taking into account any applicable law, rules, regulations, guidelines, circulars, codes of conduct and also prevailing market practices. Cardholder is aware of the risks, responsibilities and liabilities involved in Internet Banking and has after due consideration availed of the same. Cardholder represents and warrants that he has, a complete working knowledge of computers/electronic machinery, e-mail

and the Internet, which will enable Cardholder to avail the Internet Banking facility.

43.21.2 The Cardholder has the facility of using Internet Banking, e- Commerce facilities.

43.21.3 The Cardholder acknowledges that at his request, the Bank has agreed to provide the Cardholder with the facility of carrying out Credit Card transactions through the IndusInd Bank India website.

43.21.4 The Cardholder agrees to be bound by and comply with all applicable laws of India and any other applicable jurisdiction, which may apply to the use by him of Internet Banking. The Cardholder is cautioned that any transaction on the Internet resulting in any outflow of foreign exchange must be made strictly in accordance with the Exchange Control Regulations of the RBI and that in the event of failure to do so, the Cardholder may be liable for penal action under the Foreign Exchange Management Act, 1999. With a view to protect the interest of Cardholders, IndusInd Bank reserves the right to decline, at its sole discretion, certain Internet transactions, depending on the origin and nature of purchase. This is done with a view to protecting the Cardholders from unauthorised or fraudulent usage of account information by person/parties.

43.21.5 The Cardholder confirms that he would from time-to-time be identifying websites where he could use this additional feature of making acquisitions/purchases of products and services and making payments for the same through his IndusInd Bank Card by giving instructions for such payment through the Internet. The Cardholder agrees and confirms that the Bank is merely providing a facility for making payments for the orders placed by the Cardholder on such websites and is not in any manner associated with or part of the actual transaction of the sale of the products and services.

43.22 Statement on e-mail:

43.22.1 The Cardholder, agrees to IndusInd Bank, sending his monthly Statements via e-mail, to the e-mail address registered by the Cardholder with IndusInd Bank and the monthly statement would be deemed to have been delivered. Should the Cardholder experience any difficulty in accessing the electronically delivered statement, he should promptly advise IndusInd Bank, to enable IndusInd Bank to make the delivery through alternate means. Failure to advise IndusInd Bank of such difficulty within 24 hours of receiving the statement shall serve as an affirmation regarding acceptance of the statement.

43.22.2 The Cardholder is fully aware of all security risks including possible third party interception of his Statement and agrees not to hold IndusInd Bank responsible for the same.

43.22.3 The Cardholder acknowledges that he shall remain fully liable for any obligations to IndusInd Bank, irrespective of receipt or nonreceipt of intimation of, or his statement. Under no circumstances, including negligence, shall the Bank be liable for any direct, indirect, incidental, special or consequential damages that may result from the use of or inability to use the service or out of breach of any warranty.

43.23 Bill Payment:

43.23.1 The Cardholder acknowledges that the service provided is only for bill payments where the biller is directly registered with IndusInd Bank or a bill aggregator appointed by IndusInd Bank. The Bank makes absolutely no representations for bill payment services provided directly by the biller or any other service provider, which the Cardholder may choose to use at his own risk without holding IndusInd Bank responsible for any losses/damages/disputes which may arise out of the Cardholder's direct dealings.

43.23.2 Bill Payment enables Cardholder to pay for bills by using his/her designated account with the Bank and crediting the account of any service provider registered with the Bank.

43.23.3 Bill Payment is provided by the Bank, if the Cardholder authorises the Bank via Service through Alternate Channels for debiting the Cardholder's account towards the amount of such bill, together with charges, if any.

43.23.4 The Cardholder agrees that the Bank will make bill amount payments as required by the biller. The Cardholder will not hold the Bank responsible for the biller rejecting the bill amount because of incorrect or incomplete entries.

43.23.5 The Cardholder agrees to provide his correct identification details as registered with the billing company and agrees to indemnify the Bank from any liability due to incorrect information in this regard. Cardholder also agrees to communicate any change in identification details as registered with the billing company to the Bank within the time-limit specified by the Bank.

43.23.6 While the Bank will take all reasonable steps to ensure the accurate handling of the billing details, the Bank is not liable for any error. The Cardholder shall not hold the Bank responsible for any loss, damages, etc., that may be incurred/suffered by him if the information contained turns out to be inaccurate/incorrect.

43.23.7 The Cardholder agrees to have no objection whatsoever to the billing company providing his billing details to the Bank. The Cardholder agrees that any disputes on bill details will be settled directly with the billing company and the Bank's responsibility is limited to provision of information only.

43.23.8 The Cardholder agrees that the record of the instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceeding. Cardholder agrees that charges, if any, for the Bill Payment Services will be at the sole discretion of the Bank and the Bank is at liberty to vary the same from time-to-time, without giving any notice. The Cardholder agrees that the Bank is at liberty to withdraw at anytime the Bill Payment facility, or any services provided thereunder, in respect of any or all the account(s) without assigning any reason whatsoever, without giving him any notice.

44. Terms and Conditions - Image Cards

44.1 These terms and conditions for Image Cards apply to Cardholders of a Credit Card only. They apply in addition to the terms and conditions of the Cardholder

Agreement and such other terms and conditions, which are applicable.

44.2 The option of choosing an image for your Card design is a special feature provided by the Bank. However, IndusInd Bank reserves the right to withdraw this feature at any point of time.

44.3 IndusInd Bank will refresh the image collection offered from time-to-time and reserves the right to add and delete images offered without any prior intimation to the Cardholder.

44.4 IndusInd Bank on a best effort basis will try and make available the image the Cardholder has chosen. In event that the specific image selected by the Cardholder is not available or has been removed from the collection, the Cardholder will be issued the Standard Card plastic.

44.5 IndusInd Bank will levy a charge per change of image, selection of image for Add-on Cards. This charge will be communicated in the schedule of charges from time-to-time and will be subject to change.

44.6 Unless clearly specified by the applicant, the Bank will issue an Add-on as a Standard Card plastic.

44.7 The Cardholder acknowledges that in case of renewal / replacement, the Bank will issue a Card with the image as last chosen by the Cardholder. In the event that the specific image selected by the Cardholder is not available or has been removed from the collection, the Cardholder will be issued the Standard Classic Card plastic.

44.8 In case the Cardholder requests a change of image at the time of Card renewal/replacement, the charge levied will be independent of the charge levied for such renewal/replacement.

44.9 On a best effort basis the Bank may choose to offer the facility of uploading a personal image which will be applied to the Card plastic for the particular Cardholder.

44.10 The Bank reserves the right to reject such personal images, in case they do not conform to the Bank standards.

44.11 The Cardholder acknowledges that the image uploaded will not contain the appearance of subjects such as but not limited to the following on apparel, banners, signs, etc., in the foreground or background of the image or design:

44.11.1 Political statements or symbols such as neo-Nazi, Pro-life or Prochoice.

44.11.2 Advertising or promotional materials such as slogans or business cards.

44.11.3 Branded products.

44.11.4 Copyright material.

44.11.5 Trade Name or Mark associated with any entity.

44.11.6 Celebrities, musicians, public figures, or athletes, except those associated with an approved co-branding programme.

44.11.7 Telephone numbers.

44.11.8 Socially unacceptable groups such as cults, gangs, or supremacy organisations.

44.11.9 Provocative or sexual material such as "pin-ups" or swimsuits.

44.11.10 Materials that offend cultural or religious values.

44.11.11 Any Trade Name or Mark that is associated with an entity deemed competitive by IndusInd Bank

45. LAW, JURISDICTION, ARBITRATION

45.1 All disputes, differences and/or claim arising out of or touching upon this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof and shall be referred to the sole Arbitration of an Arbitrator by the Lender. The award given by such an Arbitrator shall be final and binding on all the Parties to this agreement.

45.2 Dispute for the purpose of Arbitration includes default committed by the Card Member as per clause 26 of this Agreement. It is a term of this agreement that in the event of such an Arbitrator to whom the matter has been originally referred to dying or being unable to act for any reason, the Lender, at the time of such death of the arbitrator or of his inability to act as arbitrator, shall appoint another person to act as arbitrator. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

45.3 The venue of Arbitration proceedings shall be at Mumbai and the language shall be in English.

45.4 All notices and other communications on the Bank and the Card Member (s) shall be to the following address, respectively: For Bank: IndusInd Bank Ltd. (Credit Card Division), 701, Solitaire Corporate Park, 167, Guru Hargovindji Marg, Andheri Ghatkopar Link Road, Chakala, Andheri (East), Mumbai - 400 093. For Card Member (s): The mailing address as updated with the Bank.