

CARDMEMBER RULES AND REGULATIONS :

Statements will be issued once every 30 days for accounts with balances less than INR 100/- only when a new transaction reflects in the account. For accounts reflecting a credit balance, statements will be issued only when a new transaction reflects in the account.

(b) The Account Holder shall pay to the Bank upon receipt of the Statement, the "Minimum Payment Due" amount described in the Statement against "Domestic Transactions" by the "Payment Due Date" stipulated thereon. (c) Each CardMember is liable, jointly and severally with the Account Holder, to pay the Bank "Minimum Payment Due" to the Bank's Card Service Centres upon receipt of the Statement by the Account Holder.

(d) Nothing in these Rules and Regulations shall affect the Bank's right of 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 Applicant. Where Card Accounts have been opened against the support of a deposit held under lien to the Bank, the proceeds of the said deposit will be adjusted against outstanding in the Card Account without notice to the CardMember in the event that payments as defined hereunder are in arrears/dues. (e) Payments to the Bank in respect of the liabilities of the Applicant shall be deemed not to have been made until such time as the relevant cleared funds have been received by the Bank. (f) (i) Payments of any amount less than the "Statement Balance" shown on the Statement will be appropriated by the Bank in order of priority notified by the Bank in Clause 21(f) of these Rules and Regulations. (ii) The Applicant hereby waives all rights to appropriate payments in any other manner unless specifically instructed. (g) All amounts due to the Bank under these Rules and Regulations shall be payable without any deduction whatsoever by way of set off or counterclaim or otherwise of any amount due or alleged to be due or outstanding from the Bank or any other Person and notwithstanding any legal limitation, disability or incapacity of any CardMember. The Bank shall have general lien on all the assets/money/deposits/securities belonging to the CardMember and which are in or under the possession, control or power of the Bank. (h) Any credit given in respect of the supply of goods and/or services will be applied by the Bank to the Card Account only after receipt by the Bank's Card Service Centres of notification in form acceptable to the Bank and in accordance with the prevailing MasterCard/Visa rules and regulations as applicable. (i) The Bank will be entitled (but not bound) to give effect to any instructions given by the Account Holder that payment may be effected by crediting the Card and debiting with the like amount such other account as may have been established by the Account Holder with the Bank. (j) In the event that a cheque representing payment as defined above, is returned by the drawee Bank for any reason, the CardMember shall be liable for criminal proceedings in terms of the provisions contained in the Negotiable Instruments Act, 1881 or its successor. (k) The entire outstanding dues in the Card Account shall become payable in full by the CardMember, his successors or assignees, in the event of death, insolvency or winding up of business of the CardMember. In the event that repayment liability is borne by a CardMember's employer and in the event that such employer's business is wound up or becomes bankrupt or is declared insolvent for any reason whatsoever, and/or is unable to make such payment, the CardMember shall be personally held liable for the settlement of all dues to the complete satisfaction of the Bank. (l) In the event of non-receipt of the Statement for any reason whatsoever, the CardMember undertakes to call the Bank's Card Service Centres to request his/her latest balance and/or a duplicate copy of the Statement, and to pay the Bank the sum total of all dues. (m) It is the CardMember's onus and liability to make payment against all balances in Overseas Transaction accounts. (n) As per RBI guidelines, in case the amount on account of use of the Card during visits abroad exceeds the applicant's foreign exchange entitlements, the applicant should provide the reimbursement claimed, and the Bank is authorised to report the matter to the Regional Office of the Exchange Control Department giving full details. However under no circumstances should repayment of the credit card bill/dues be delayed or refused on the grounds of excess drawing. (o) Payments will be considered acceptable to the Bank where A/c Payees and crossed cheques/drafts payable to "SCB A/c (Card No.)" are drawn on Banks in the cities where Standard Chartered Bank has a branch. Cheques drawn on other banks will be considered outstanding cheques, proceeds of which will be obtained on a collection basis and upon which the Bank and agency applicable collection service charges will be charged. The Card Account will be credited only on receipt of proceeds from the drawee bank and will be for the amount net of the Bank's collection charges as applicable from time to time. (p) Cross default: The CardMember expressly accepts that if the CardMember fails to pay any monies when due or which may be declared due prior to the date when they would otherwise have become due or commits any other default under Agreement/ applicable Rules and Regulations (including CardMember Rules and

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Regulations) with the Bank under which the CardMember is enjoying any financial/ credit/other facility, then in such event, the Bank shall without prejudice to any of its specific rights under each Agreement or Rules and Regulations, be absolutely entitled to exercise all or any of its right as set out in this Rules and Regulations at the sole discretion of the Bank. (q) Authorized debt collection Agency: The Bank reserves the right to assign dues from any CardMembers to its authorized collection agency to collect the amount outstanding due and that the Bank shall be entitled to debit the CardMember account with the expenses it has incurred in doing so. (r) Returned Payments: In case any payment instrument forwarded by the CardMember/ on behalf of CardMember is not honoured the Bank reserves the right to proceed legally against the CardMember and would at its discretion levy penal fees and/or cancel the Card facility. (s) Notwithstanding any dispute, discrepancy with and/or cancellation of the auto pay instructions, nothing shall prejudice the right of the Bank to proceed legally to recover the entire outstanding with all applicable charges and interest.

15. Amendments: (a) These Rules and Regulations may be amended by the bank at any time and from time to time. (b) Any such amendment, shall be deemed to be effective and binding on the Applicant in accordance with the notice issued in terms of Clause 18(b) below.

16. Breach and Termination: (a) Breach: In the event of any breach of the terms of these Rules and Regulations by the Account Holder or any CardMember, (i) notwithstanding any other provision of these Rules and Regulations the Applicant will remain liable for any loss directly or indirectly resulting from such breach; and (ii) the Applicant will be liable to pay the Bank upon demand all amounts outstanding from the Applicant to the Bank whether due and payable to the Bank at the date of such demand or not. (b) Termination (i) (A) The Account Holder may at any time terminate the Card Account by informing the Bank's Card Service Centres or the Bank either telephonically or by writing. (B) Such notice will not take effect until the Card has been destroyed by the CardMember under intimation to the Bank's Card Service Centres or the Bank and subject to clause 4 (g) of these Rules and Regulations. (C) Save as aforesaid, neither the Card Account nor any Card may be terminated by the Applicant. (ii) The Bank may at any time, and with or without notice as the circumstances in the Bank's absolute discretion may require, terminate the Card Account or any Card. (iii) On termination of the Card Account and notwithstanding any prior agreement or arrangement between the Bank and the Applicant to the contrary, (A) whether or not already reflected in the "Statement Balance" of a statement, and (B) the amount of any Voluntary Charges incurred after termination (with effect from the date of the relevant Transaction Instruction), shall become forthwith due and payable by the Applicant as though they had been so reflected and interest will accrue thereon as applicable from time to time as the Bank may notify the monthly interest rate in the Statement.

16.A. Warning Bulletin: The Bank shall have absolute right and discretion to make reference of the Card in the warning Bulletin in India or abroad notifying the Merchants to seize the Card, without assigning any reason whatsoever.

17. Notices: (a) The Applicant hereby irrevocably appoints the Account Holder as the Applicant's agent for the purposes of service by the Bank upon the Applicant of: (i) the Statement including service of the demand for payment on the face or the reverse of the Statement for which provision is made in these Rules and Regulations; (ii) any other demand, communication or notice made or given by the Bank pursuant to any provision of these Rules and Regulations; and (iii) legal process, in the event of any action in respect of these Rules and Regulations. (b) All documents/ correspondence sent by the Bank to the Cardmember including the Card Billing Statement shall be deemed to have been sufficiently served if delivered through personal courier or by ordinary post and addressed at the Cardmember's address in his last registered by him with the Bank and such service shall be deemed to have been effected on the expiry of 4th day of such posting or handing over the same to the courier agency. In the event the Cardmember registers an address outside India, the Cardmember agrees that the Bank is not under any obligation to send him a Card Statement and that it shall be the responsibility of the Cardmember to ascertain from the Bank the amount due on his Card and pay the same prior to its respective due date.

18. Expenses of Enforcement: The Account Holder and each CardMember shall be jointly and severally liable to indemnify the Bank in respect of any and all expenses

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incurred by the Bank in enforcing or attempting to enforce these Rules and Regulations including all legal fees and disbursements on a full indemnity basis.

19. Add on Cards: With respect to more than one Card being issued on an Account, the Holder of any additional Card on the Account and the individual Account Holder authorizing its issuance is jointly and severally bound by these Rules and Regulations and are jointly and severally liable for all charges, incurred by the use of Cards.

20. Application of Payments: (i) The costs, charges and expenses of the Bank applicable at the date of printing of these Rules and Regulations payable by the Applicant are contained in the "Tariff of Charges" for Bank Cards presently in force. (ii) Payments and credits received in respect of the Card Account shall be applied in the following order: (a) interest and involuntary Charges; (b) cash advances shown in the Statement; (c) purchases of goods and/or services shown in the Statement; (d) Transaction Instructions not yet shown in the Statement; (e) If the CardMember has multiple Card Accounts, the Bank reserves the right to transfer any credit balance/ payment in one Card Account to another Card Account without the consent of the CardMember. (ii) Charges incurred in Indian Rupees or local currencies of Nepal/Bhutan on a Card, are billed under the head "Domestic Transactions", while charges incurred in all currencies other than Indian Rupees or the local currencies of Nepal/Bhutan on a Card are billed under the separate head "Overseas Transaction".

21. Jurisdiction for Dispute and Settlement: All disputes are subject to the exclusive jurisdiction of court at Bangalore only.

22. Miscellaneous: (a) The Applicant hereby authorises the Bank to contact his employer or any other source to obtain any further information that may be required regarding the applicant. The CardMember agrees that the Bank is entitled to telephonically remind the CardMember of the payments Due on a bill or leave with person receiving the telephone call on behalf of the CardMember, a reminder message. The Bank shall be under no obligation what so ever to remind the CardMember regarding dues payable on the Card whether in writing or otherwise and the Bank exercising its option and right on the aforesaid shall not be called in question. (b) None of the Bank's rights shall be deemed to have been waived by any act or conduct of the Bank, or by any neglect or delay in exercising such rights, and every right shall continue in full force and effect until specifically waived by the Bank in writing. (c) The Bank reserves the right to assign or securitize the receivables and/ or the credit card business as a whole or a part thereof in any manner whatsoever without obtaining any consent, either express or oral from the CardMember. (d) The CardMember shall take cognizance of the fact that credit balance, if any, in the CardMember's account shall not attract any interest obligation on the part of the Bank, whatsoever. (e) Cancellation of autopay facility on your Credit Card will be subject to terms and conditions as may be stipulated. Please contact the Helpline for further details. Further in the event of the cancellation of the autopay facility, nothing shall prejudice the right of the Bank to proceed legally to recover the entire outstanding with all applicable charges and interest.

23. Photograph in PictureCard: Depiction on apparels, banners, signs, etc., in the foreground or prominently in the background of pictures with marks, symbols, and other materials including but not limited to the following is prohibited: Competitive marks; political statements or symbols; advertising or promotional material (e.g. slogans or business cards); Branded products; copyright material, celebrities/musicians/public figures/liabilities (except those associated with co-branded programmes); provocative or sexual material (e.g. swimuits, pin-ups) materials offensive to cultural or religious values. The picture/photograph shall not exhibit anything which is against the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality or involves defamation or contempt of court or is likely to incite the commission of any offence or which is obscene, obscene, derogating or is derogatory to women or is likely to deprive, corrupt or injure the public morality or morals. The applicant hereby confirms that the picture/photograph submitted by him/her is not a monument, building, sites of strategic importance or establishment where photography is prohibited by any law in India. The Applicant agrees to submit picture/photograph in postcard size taken in the landscape format only. The process of actual reproduction of picture/photograph on the face of the card might result in slight loss of colour or change in contrast of the picture/photograph and the applicant hereby waives any objection that he may have thereto. The use of the picture/photograph is subject to

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final approval of the Bank and the Bank reserves its right to reject any picture/photograph which in its sole judgement or discretion is unfit for acceptance. The Bank is not obliged to return the picture/photograph to the Applicant and neither shall it be liable to pay any compensation therefor.

23.A. The Applicant agrees to indemnify and hold harmless the Bank from any and all claims or legal actions, damages, costs, liabilities and expenses (including actual attorney's fees and expenses) arising directly or indirectly out of reproduction of the picture/photograph on the face of the Credit Card or in relation to any dispute with respect to the ownership or use of the copyright in the picture/photograph. The Applicant confirms having read the terms and conditions of the PhotoPicture Card and agrees to abide and be bound by the same. The applicant confirms that he/she is the owner of the copyright in the picture/photograph and that the Bank would not be in breach of copyright or any other proprietary or other right in using the picture/photograph. The applicant also agrees to offer the Bank all assistance in defending any claim or legal action whether criminal or civil, arising out of the use by the Bank of the picture/photograph for issuing the PhotoPicture Card.

24. The CardMember hereby agrees as a pre-condition of the loan/advance being given to him/her by the Bank, that in case he/she commits default in the repayment of the loan/ advances or in the repayment of interest thereon or any of the agreed instalment of the loan on due date/s, the Bank and/ or Reserve Bank of India will have an unqualified right to disclose or publish his/her name or the name of company/firm/inst and its directors/ partners/proprietors as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.

25. To protect the interest of the CardMember or the Bank, the CardMember's card account will be blocked in the event the Bank perceives any credit or fraud risk.

26. The applicant authorises the Bank or its authorised agencies to get in touch with him any time, either over phone, mobile, through references or through visitations if the Bank has to inform/confirm/follow up verify etc. for any account/Application related matters.

27. These Rules and Regulations shall be governed and construed in accordance with the Law of India.

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These Rules and Regulations apply to and regulate the provision of Credit Card facilities by Standard Chartered Bank, India.

1. Definitions: (a) "Applicant" means: (i) any person who has signed an application for a VISA (Gold Standard or Executive or Classic or Platinum or The Cricket Card) or MasterCard (Gold Standard or Executive or Classic or Signia or Titanium) or any other card issued by the Bank and/ or (ii) any individual who has signed or used a Card. (b) "Bank" means Standard Chartered Bank, particularly the India Card/Credit Centre, its successors, assignees, agents and authorised representatives. (c) "Account Holder" means an Applicant (whether or not a CardMember) in whose name the Bank has opened or determined to open a Card Account. (d) "Card" means, as appropriate, VISA (Gold Standard or Executive or Classic or Platinum or The Cricket Card), MasterCard (Gold Standard or Executive or Classic or Signia or Titanium) or any other card, issued by the Bank to a CardMember. (e) "Card Account" means an account opened and maintained by the Bank for the purpose of usage of the Card as per the Rules and Regulations contained herein. (f) "CardMember" means an Applicant who is an individual (whether or not an Account Holder) to whom a Card bearing that individual's name is issued by the Bank and includes a supplementary CardMember. (g) "Charge," "Voluntary Charges" and "Involuntary Charges" have the meaning ascribed to those words in Clause 8 below. (h) "Person" means any individual, corporation, firm, company, institution, or other natural or legal person. (i) "Statement" means a monthly statement of account sent by the Bank to an Account Holder setting out the financial liabilities on that date of the Account Holder CardMember and supplementary CardMember in respect of the Card Account. (j) "Transaction Instruction" means any instruction given by a CardMember using a Card directly or indirectly to the Bank to effect a transaction. (k) "Service Establishments" means Establishments wherever located which honour the Card and includes, amongst others, stores, shops, restaurants, hotels, airline organisations, cash advance points including ATMs and mail order advertisers including mail order outlets (whether retailers, distributors or manufacturers), advertised by the Bank, VISA and MasterCard International or the Merchant. (l) "Overseas Transactions," means an account opened and maintained by the Bank for the purpose of segregating balances resulting from usage of the Card outside of India/Nepal/stran as per the Rules and Regulations contained herein. (m) "Merchant" means any person who owns and manages or operates a Service Establishment.

2. Applicability of the Rules and Regulations: All facilities made available by the Bank to any person in respect of the Card or Card Account are subject to these Rules and Regulations and which are in force from time to time, of which the Applicant conclusively evidences his acceptance by his signature on the application form for a VISA (Gold Standard or Executive or Classic or Platinum or The Cricket Card) or MasterCard (Gold Standard or Executive or Classic or Signia or Titanium) or any other card issued by SCB, and/or by his signature on the Card or on making use of the Card.

3. The Card: (a) The Card is the property of the Bank and must be surrendered to the designated officers of the Bank at the Bank's Card Service Centres upon demand just its destruction. (b) Use of the Card to facilitate the purchase of goods or services will be limited by the individual credit limit assigned to each Card Account by the Bank. CardMember shall not exceed the credit limit, and if the credit limit is exceeded, the CardMember shall immediately reduce the over limit debt balance on the Card Account to below the credit limit. Where the Bank issues add on Cards, extent of use of Cards so issued is to be limited by the credit limit set for the Card Account. (c) (i) The CardMember shall at all times ensure that the Card is kept in a safe place. (ii) The CardMember shall under no circumstance whatsoever allow the Card to be used by any other individual. (iii) The CardMember will sign the Card immediately upon receipt. (d) The issue and use of the Card shall be subject to the RBI's regulations in force from time to time. (e) In case of loss (theft/ damage of the Card, a replacement Card may be issued at the sole discretion of the Bank. (f) The Bank reserves the right to decline to renew the Card if it is used discretion. In the event of such non-renewal the CardMember shall immediately settle the balance due to the Bank without demerit or delay. (g) If the CardMember, for any reason whatsoever, wants to close the Card, he/she shall be solely responsible for invalidating the Card by destroying the same under intimation to the Bank. In the event Charges are incurred on the Card after the CardMember claims to have destroyed the Card, the CardMember shall be entirely liable for the Charges incurred on the Card whether or not the same are the result of the misuse and whether

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or not the Bank has been intimated of the destruction of the Card.

4. A CardMember emigrating and/or proceeding abroad on permanent employment or intending to become a non-resident Indian (NRI) (a), likely to reside abroad for more than 183 days in a calendar year, must settle all billed and unbilled card dues after checking that the same the Bank, before emigrating/proceeding abroad for permanent employment or becoming an NRI.

5. Card to Non-Resident Indians: (i) The Bank may issue to Non-Resident Indians a MasterCard or Visa or any other card issued by the Bank. All the Rules and Regulations contained herein shall be applicable to such Cards. (ii) Cards to Foreign Nationals: A foreign national who is a CardMember shall avail of cash advances within the limits specified by the RBI and notified from time to time. In the event the Applicant/CardMember is a foreign national residing in India, he/she hereby undertakes to inform the Bank's Card Service Centres before leaving the country permanently and he/she shall settle all billed and unbilled card dues after checking the same with the Bank, out of his/her account before he/she leaves the country. The Applicant/CardMember shall also invalidate the Card by destroying it and inform the Bank's Card Service Centres of the same.

6. Use of the Card: (A) The Card should be used: (i) only within the credit limit notified by the Bank to the CardMember, (ii) not after the last date of the month embossed on its face, (iii) within the foreign exchange settlements as stipulated by RBI from time to time, (iv) by residents for making personal remittances which are permitted under the extant Foreign Exchange Management Act, Rules and Regulations subject to the applicable ceilings, (v) any, and compliance with conditions and documentation prescribed for the purpose concerned, (vi) by residents going abroad for all bonafide personal expenses, including the purchase of goods for personal use provided, the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods to purchased abroad into India would be governed by the Baggage Rules/Exim Policy in force. The CardMembers may, if they so desire, draw foreign exchange against the Card in the form of foreign currency notes/tickets/cheques to the extent of the entitlement from an Authorised Dealer/fully fledged money changer. Sale of such foreign currency notes/tickets/cheques out of entitlement would be governed by extant regulations and would be subject to the applicable ceilings. Exchange sold in the form of currency notes/travellers cheques should be endorsed on the passport. (v) Card can also be used for the purpose of payment of subscription to foreign magazines/periodicals. (B) The Card cannot be used on internet or otherwise for effecting remittances for the purposes for which the release of exchange is not permissible under the extant regulations like subscription to (a) magazines which are on the prescribed banned lists and (b) football pools, sweepstakes or lotteries, payment for call-back services etc. (C) The CardMember's right to use the Card shall determine forthwith. (i) in the event of termination pursuant to Clause 17 below, or (ii) in the event of loss or theft of the Card. (D) The Account Holder agrees that he/she has made a standing request that renewal and/or replacement Cards be issued to each CardMember until such time as the Bank's Card Service Centres are notified by the Account Holder, and subject to the discretion of the Bank. (E) The CardMember undertakes to act in good faith at all times in relation to all dealings with the cards and the Bank. (F) As per RBI guidelines, the Card is not valid for payment in foreign exchange in Nepal and Bhutan, however payment in Indian Rupees or the local currencies of Nepal and Bhutan is allowed. The Applicant accepts full responsibility for wrongful use in contravention of these Rules and Regulations and undertakes and agrees to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial charge that the Bank may incur and/or suffer on account of the Applicant committing violation of the Rules and Regulations hereof. (G) The CardMember can use the Card to access cash from Automated Teller Machines (ATM's)/cash dispensers located at branches of the Bank in India, other banks participating in the MasterCard/Visa Domestic ATM networks within India and all ATMs overseas which carry the MasterCard/CIRRUS or VISA/Plus logos. The CardMember is advised to retain a record of transactions generated by the ATM/Branch with him/her. A transaction Charge will be levied which will be subject to change at the Bank's discretion. (H) If the Card is a non-photocast, cash advances made across the counter, such facility being offered by the Bank, may be disbursed only on production of a photo identity acceptable to the Bank. (I) The Bank reserves unto itself the absolute discretion and liberty to decline or honour or not to honour any request of the CardMember. (J) The Bank reserves unto itself the absolute discretion and liberty to decrease credit

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limits without assigning any reason whatsoever. The cash advance limit is not a fixed percentage of the credit limit, but is evaluated and reset monthly.

7. Charges: (a) Charges comprise each of the following: (i) Voluntary Charges, namely: (A) the amount of any purchase of goods and/or services made by a Transaction Instruction; (B) the amount of any cash advance provided pursuant to a Transaction Instruction; (C) any amount which the Bank is requested to debit to the Card Account and which the Bank debits pursuant to such request; and (D) any amount chargeable to the Card Account by virtue of a Transaction Instruction. (ii) Involuntary Charges namely: (A) any fees charged by the Bank in respect of a Card Account or Card, including entrance, annual replacement, renewal, handling, late payment. (B) The Bank's finance charges made on any Charge and (C) commission on specific types of transactions. (b) The method of calculation of Involuntary Charges will be those notified from time to time by the Bank in the Statement or on the reverse thereof, or otherwise in accordance with Clause 19 below. (c) The Bank record of the amount of any Charges shall, in the absence of manifest error, be final and binding on the Applicant and shall be conclusive in any case where the Bank has effected any payment pursuant to a Voluntary Charge. (d) Charges in Foreign Currency: all such charges will be billed in the Cardholder's billing statement in Indian Rupees. Each Cardholder hereby authorises the Bank to convert Charges incurred in a foreign currency to the Indian Rupee equivalent thereof at such rate as the Bank may from time to time designate. (e) Any payment of a charge made by the Bank will be full recourse to the CardMember and will not be considered as absolving the CardMember of any liability in relation to incurring of such Charge or payment thereof by the Bank and the Bank shall be fully indemnified and held harmless against all consequences of such payment, by the concerned CardMember. (f) Transactions with Airlines/Railways: When a ticket is booked with a Card, the CardMember will be billed in the monthly statement of the Card Account. As purchase & refund of the ticket are two separate transactions, the CardMember will have to pay for the purchase of the ticket as per the billing. For any ticket subsequently cancelled amount will be credited to the Card Account (less cancellation charges) as and when the credit advice is received from the Service Establishments (Airlines & Railways/Acquiring Bank). In the event credit advice from the Service Establishments (Airlines & Railways/Acquiring Bank), which could take up to 45 days from date of cancellation to reach the Bank, is not received even after 45 days from the date of cancellation, credit may be affected by the Bank at its discretion. In the Card Account, provided the CardMember submits the original credit charge slip to the Bank. Service charges as may be applicable from time to time will be levied in such cases. (g) Any changes in fees & charges will be communicated to the CardMember in writing giving atleast 30 days notice.

8. Transaction Instructions: (a) Transaction instructions comprise each of the following: (i) in the case of purchase of goods and/or services, the record of the amount of such purchase prepared by the person supplying the same and submitted to the Bank's Card Service Centres or the Bank; (ii) the input to the Bank's computer of such instructions, and (iii) any other instructions which the Bank is requested to effect and which the Bank effects pursuant to such request. (b) (i) The Bank will provide a Personal Identification Number to be used in conjunction with the Card when effecting a Transaction Instruction at an ATM. (ii) The CardMember must under no circumstances whatsoever disclose the Personal Identification Number to any other Person. (iii) Any ATM Transaction put through using a card will render a CardMember liable notwithstanding CardMember claiming non receipt of the Personal Identification number. (c) (i) The Bank shall be entitled (but not bound) to give effect to any Transaction Instruction upon receipt of the same and as though the same were submitted by the CardMember to the Bank's Card Service Centres or the Bank in writing and signed, and to the avoidance of doubt, the Applicant hereby authorises the Bank to do so. (ii) The Bank's record of any Transaction Instruction effected in conjunction with a Personal Identification Number shall be binding on the Applicant as its consequence.

9. Disputes: (a) Any Charge or other payment received from a Service Establishment by the Bank for payment shall be conclusive proof that the Charge or other payment on such request, was properly recorded at the Service Establishment by the CardMember referred to in that Charge or other request, as the case may be, by the use of the Card/whereupon the Card has been lost, stolen or fraudulently misused, the burden of proof shall be on the CardMember. The Bank may, at its discretion, refer to the CardMember to pay for any such payment pertaining to permissible

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expenses incurred by CardMember at a Service Establishment by use of the Card which is not recorded as a Charge such as miscellaneous hotel charges etc. Signature of the CardMember on such charge slip together with the Card Number noted thereon shall be conclusive evidence as between the Bank and the CardMember as to the extent of liability incurred by the CardMember and the Bank shall not be required to ensure that the CardMember has duly received the goods purchased to be purchased or has duly received the service availed or to be availed to the CardMember's satisfaction. Should the CardMember disagree with a charge indicated in the statement, the same should be communicated to reach the Bank's Card Service Centres or the Bank within 15 days of receipt of the Statement, failing which it would be construed that Charges and the Statement are entirely in order. Authority to charge CardMember's Account in respect of Charge made to be made, services availed/to be availed would be given by the CardMember either in the form of a charge slip as used at the service establishment and provided by an authorised Visa/MasterCard member bank or such other form as may be prescribed by the Bank. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved CardMember's disagreement with the applicable Charge indicated in these statements, within 60 days of receipt of the notice of disagreement. If after such time, the Bank determines that the Charge indicated in the Statement is correct, then it shall communicate the same to the CardMember along with details, including a copy of the charge slip or payment requisition. The CardMember shall thereafter without demur make payment including interest and any other applicable charges. (b) Dishonour of the Card: The Bank accepts no responsibility for refusal by any Establishment to honour the Card. Nor will the Bank be responsible in any way for any goods or services supplied to the CardMember. Complaints against the Establishments should be resolved by the CardMember with the Establishment, and any claim by the CardMember against the Establishment, will not relieve the CardMember from any obligation to the Bank hereunder. (c) Change of address: It is obligatory on the part of the CardMember to inform the Bank of any change in name and address at one of its Card Centres offices by either telephone or in writing. (d) Lost Card Liability and fraud charges: In the event of misuse of the Card is obligatory on the part of the CardMember to send to the Bank's Card Service Centres or the Bank a copy of the notated Affidavit confirming loss of the Card and disclaiming the Charges and also send to the Bank's Card Service Centres or the Bank a copy of the acknowledged report lodged with the local police authority/ law enforcement agency where the loss occurred.

10. Quality of Goods and Services: The Bank shall not be in any way responsible for merchandise, warranty or services purchased or availed of by CardMember from Service Establishments including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods from mail order placed by the CardMember. It must be distinctly understood that the card facility is purely a facility to the CardMember to purchase the goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, delivery or otherwise however regarding the goods or services, and any dispute must be resolved by the CardMember with the Service Establishment. The existence of a dispute shall not relieve the CardMember of his obligation to pay Charges and the CardMember agrees to pay promptly such Charges, notwithstanding any pending dispute or claim whatsoever. All liquor charges shall be subject to the laws in each State for acceptance of the Card.

11. Exclusion of Liability: Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Applicant in respect of any loss or damage arising directly or indirectly out of: (a) any defect in any goods or services supplied, (b) the refusal of any person to honour or accept a Card; (c) the malfunction of any computer terminal; (d) the giving of Transaction Instruction other than by a CardMember; (e) any statement made by any person requesting the return of the card or any act performed by any person in conjunction; (f) handing over of the Card by the CardMember to anybody other than designated employees of the Bank at the Bank's premises or at the Bank's Card Service Centres; (g) the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender made and/or procured by the Bank or any Person or Computer terminal; (h) the exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 17, or (i) any injury to the credit facility and regulation of the Applicant alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any service establishment/ mail order establishment to honour or accept the Card. (j) any mis-statement, mis-representation, error or

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omission in any details disclosed by the bank pursuant to Clause 13. (k) decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on the Bank becoming aware of the CardMember exceeding his entitlements. (l) In the event a demand or claim for settlement of outstanding dues from the CardMember is made either by the Bank or any person acting on behalf of the Bank, the CardMember agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the CardMember, in any manner.

12. Disclosure of Information: (i) Subject as hereinafter provided in the clause, the Bank shall preserve the secrecy of all details of transactions or dealing between the Applicant and the Bank to the extent required by the general law. Notwithstanding the foregoing, the Applicant hereby authorises the Bank to provide information about the Applicant and/or the Card Account to: (a) Any office or branch of any company associated with the Bank. (b) Any bank or financial institution, credit bureau, merchant establishment or common service provider who manages a credit bureau or database of defaulting customers; (c) any actual or proposed assignee of the Bank or participant or sub participant in or transferee of any of the Bank's rights in relation to the Card Account; (d) any agent, contractor or service provider under duty of confidentiality to the Bank to or any related company; (e) any surveyor or regulatory authority; (f) anyone when ordered to do so in accordance with the laws of India. (ii) The CardMember hereby authorises the Bank, to disclose such information relating to the CardMember's credit facilities to such parties or authorities whether statutory or otherwise, regulator's, organisations, bodies, as may be deemed necessary at the sole discretion of the Bank. Further, the Bank is authorised, without reference to the Bank, to comply with any request and demand for any information from any authority under the law.

13. Lost Card Liability: If a Card is lost or stolen in India, the CardMember must immediately inform the Bank's Card Service Centres in India or the Bank. If a Card is lost/stolen while travelling outside India, the CardMember must immediately inform either the Bank's Card Service Centres in India or the MasterCard/VISA Global Emergency Assistance Helpline. Charges as applicable (refer your Facilities Directory for details) for the usage of services provided by the Visa/MasterCard Global Emergency Assistance Helpline will be billed by the Bank and payable by the CardMember. In either case, the CardMember must also file a report with the local Police/ law enforcement agency where the loss/theft occurred. The CardMember must send the Bank's Card Service Centres or the Bank a copy of the acknowledged report filed with the local police/ law enforcement agency. The CardMember will be liable for Charges incurred on the Card until the Bank's Card Service Centres in India or the Visa/MasterCard Global Emergency Assistance Helpline are intimated of the loss. A CardMember may report a Card lost/stolen telephone duly supported thereafter by written intimation, duly signed. The Bank may upon adequate verification, temporarily suspend the Card Account and will not be liable for any inconvenience caused to the CardMember, on this account. After effective intimation to the Bank's Card Service Centres in India in the event of card lost/stolen in India, or effective intimation to either the Bank's Card Service Centres in India or the MasterCard/Visa Emergency Assistance Helpline in the event of Card lost/stolen outside India, of the loss, the CardMember's liability or case of adherence to the above, will be Nil. Once a Card is reported lost, stolen or damaged, the Card should not be used again, even if found subsequently as it may result in dishonoured transactions. The CardMember declares that if a Card is reported lost, stolen or damaged and is subsequently found, the CardMember shall be solely responsible for invalidating the card by destroying the same under intimation to the Bank. In the event Charges are incurred on the card after the CardMember claims to have destroyed the Card, the CardMember shall be entirely liable for the Charges incurred on the Card whether or not the same are the result of the misuse and whether or not the Bank's Card Service Centres or the Bank has been intimated of the destruction of the Card. The CardMember is responsible for the security of the Card at all times and shall take all steps towards ensuring the same. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost/stolen Card would rest with the CardMember and could even result in cancellation of the Card Account.

14. Payment: (a) Statements will be issued once every 30 days for accounts with credit limit. (b) For 100% only, where the new transaction reflects in the account, for accounts reflecting a credit balance, statements will be issued only when a new trans(a)