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the Bank may sustain or incur either directly or indirectly as a result of Negligence/mistake or misconduct of the Cardholder.

Breach or non-compliance of the rules/terms and conditions relating to the Card and account. Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents. ATMs/EDC and similar electronic terminals are machines and errors could occur while in operation. The Cardholder indemnify the Bank for any such machine/mechanical errors/failures.

The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with the foreign exchange laws of India, the Exchange Control Regulations of the RBI.

Card Usage and Multiple Account Linkage:

The Cardholder agrees that in case he has multiple accounts with the Bank, the Bank will decide the number of accounts, which will have the Card facility on them.

In case of Cards linked to multiple accounts:

The account selection facility may not be available at all ATMs; hence all transactions at these ATMs will affect on the primary account linked to the Card

In case the account selection facility is available at ATMs then the Cardholder will have the option to choose the account to conduct the transaction

The account select facility may not be available for all transactions that may be performed at an ATM but may be limited to certain transactions only depending on the functionality of that ATM. In such cases transactions will be effected on the primary account linked to the transactions.

At Merchant Establishments, transactions will be affected on the primary account linked to the card.

Where the account selection facility is not available, transactions will be effected on the primary account linked to the Card. In case there are no funds in this account, the Bank will not honour the transactions even if there are funds available in the other accounts linked to the same Card

You will not attempt to withdraw funds/purchase goods or services using the Card unless sufficient funds are available in your account. The onus of ensuring adequate account balances is entirely on you. Accounts that violate this condition will be classified as overdraw accounts and you will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge would be levied in addition to the interest to be charged on the debit balance in the account. The Bank will determine this charge from time to time.

Right of Set off:

In the event of an account being overdrawn, the Bank reserves the right to set off overdrawn amounts against any credit lying in any of your other accounts held jointly or singly, without giving any notice. Nothing in these terms and conditions shall affect the Bank's right to set-off, transfer and apply monies at law or pursuant to any other agreement from time to time subsisting between the Bank and the Cardholder.

Services from Visa Global Assistance:

Communications and arrangements of services of an Emergency Assistance program are provided by a third-party service provider and are paid for by Visa International Bank and the Cardholder is responsible for the cost of any and all medical, legal or other services that may be availed of.

Assistance would be provided on a best efforts basis only and also may not be available or be suspended due to problems of time, distance or locations. Medical and/or legal professionals suggested and/or designated by VISA International are not employees of Visa International or of the Bank and therefore, Visa International and the Bank are not responsible for the availability, use, acts, omissions, or results of any medical, legal or transportation service availed of by you.

The Bank does not accept any responsibility for the arrangement or the use of such services.

Insurance Benefits:

The Cardholder specifically acknowledges and agrees that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover that may be provided, and the insurance company will be solely liable, whether in case of a death of a Cardholder or otherwise, and the Cardholder shall not hold the Bank responsible or liable 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.

The Cardholder further acknowledges that the insurance cover provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing.

On the Card/account being cancelled or withdrawn temporarily or permanently, for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cancellation or withdrawal. The Bank may at any time, at its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason therefor, suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the Bank to continue the same.

Merchant location Usage:

The Card would ordinarily be honoured by Merchant Establishments in India and in other countries which display the Visa logo. The Bank is not responsible or liable for refusal by any Merchant to accept the Card for any reason whatsoever. However, you may report to the Bank any Merchant/bank refusal, detailing the name, location, date and time of the transaction and other details that will assist the Bank in its investigations.

Card promotional material or Visa symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with your Card.

The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which have an

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EDC, or similar terminal that accepts the Cards. Any usage of the Card other than electronic use will be considered as unauthorised.

The Card will be honoured only when it carries the signature of the Cardholder. The Card is operable with the help of the Cardholder's signature or the PIN at EDC terminals installed at Merchant locations depending on the functionality of the EDC terminal.

Each Transaction is deemed authorised and completed once the terminal generates a Sales Slip. The amount of the transaction is debited immediately from the primary account linked to the Card. The Cardholder should ensure that the Card is used only once at the Merchant location for every transaction. The Sales Slip will be printed each time the Card is used and the Cardholder should ensure that there is no multiple usage of the Card at the Merchant location at the time of the purchase.

The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Cardholder's account with the transaction amount. As per industry standards, a surcharge of 2.5% on purchase value may be applicable at certain merchant categories like petrol stations, rail tickets booking, etc.

You must sign and retain the Sales Slip whenever the Card is used at a Merchant Establishment. The Bank at an additional charge may furnish copies of the Sales Slip. Any Sales Slip not personally signed by the Cardholder, but which can be proved, as being authorised by the Cardholder, will also be your liability.

Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.

All Refunds and Adjustments due to any Merchant/device error or communication link may be processed manually and the account will be credited after due verification and in accordance with Visa rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured only based on the Available Balance in the account(s) without considering this Refund. The Cardholder also indemnifies the Bank from acts of dishonouring the payment instructions.

The Card is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.

The Card should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as Unauthorised.

The Card should not be used for the payment of subscription to foreign magazines/periodicals and any such usage will be considered as Unauthorised.

The Cardholder would be solely liable for all unauthorised acts and transactions.

You must not at any point, hand over your Card to any other person including for usage on your behalf. You must ensure that you are physically present at an ATM/Merchant Establishment at the time of any transaction undertaken by you.

Cardholder disputes with Merchants:

Any dispute with or complaint against any Merchant Establishment must be directly resolved by the Cardholder with the merchant. The Bank is not in any manner responsible for any issues regarding goods and services received by the Card holder including the quality, value, warranty, delay of delivery, non-delivery, non receipt of any goods or services. It must be clearly understood that the Card facility is only a facility to the Cardholder available to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, you may report the to the Bank with details of the name, location, date and time of the transaction and other details that will assist the Bank in its investigations and possible resolution of complaint which the Bank is not obliged to ensure.

International Usage and Government of India/Reserve Bank of India (RBI) requirements:

The Debit Card is valid for use both in India as well as outside India within the foreign exchange entitlements as stipulated by the Reserve Bank of India (RBI) from time to time.

You shall ensure adherence to all requirements of the Exchange Control Regulations with regard to foreign exchange entitlements as stipulated by the RBI from time to time.

As per current RBI guidelines, the Card is valid for use both in India as well as outside India but is not valid for payment in foreign exchange in Nepal and Bhutan.

Cardholders emigrating and/or proceeding abroad on permanent employment or intending to become a Non Resident Indian (NRI) must surrender the Card at a prior time and clear all the card outstanding.

You may use the Card for foreign currency withdrawals only under the Basic Travel Quota (BTQ) Scheme of the Exchange Control Regulations. You cannot use the Card for any other reasons. Usage of the card outside India will be made strictly in accordance with the Indian foreign exchange laws and regulations including the Exchange Control Regulations of the Reserve Bank of India. In the event of any failure to do so, you shall be solely and completely liable and responsible for non-compliance with the law and the regulations and notifications issued thereunder from time to time.

The card may be used by all residents going abroad for all bonafide personal expenses, including the purchase of goods for personal use provided. The total foreign exchange drawn during a visit overseas should not exceed the entitlement. Import of goods so purchased into India would be governed by the baggage rules/ EXIM policy in force. The entitlement for exchange should be ascertained by you prior to a trip, from the authorised dealer through whom reimbursement is being validated.

You may, if you so desire, 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 from entitlement would be governed by the extant regulations

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and would be subject to the applicable ceilings. Exchange withdrawn from an Authorised Dealer of foreign exchange during the calendar year, in the form of foreign currency notes/travellers cheques should be endorsed in the passport.

The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the extant regulations e.g. for subscription to (a) magazines which are on the proscribed/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. The Cardholders right to use the Card would cease forthwith.

As per extant RBI guidelines, in case the amount on account of the use of your Card overseas would exceed your foreign exchange entitlement, you must 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.

Under no circumstances should the payment of debit Card dues be delayed or refused on the grounds of your having exceeded the entitlement. There will be no obligation on the Bank to make a claim or demand for payment on a cardmember and non-payment shall render the cardmember liable to risk of withdrawal of your Card membership, with the Bank also having the right to take such other appropriate action.

All transactions conducted other than in Indian Rupees shall be converted through the Visa International Settlement System. The debit to your account shall include commission or fees chargeable by Visa and 2.5% conversion commission chargeable by Standard Chartered Bank. This exchange rate will be binding on the Cardholder.

The onus of ensuring compliance with the provisions of the Foreign Exchange Management Act, 1999 and any re-enactment or modification thereof or amendments thereto, the prevailing Baggage Rules and EXIM policy and Regulations in force, rests solely with you.

You accept full responsibility for wrongful use and use in contravention of these Rules and Regulations and undertake to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial charges that the Bank may incur and/or suffer on account thereof.

Failure beyond the Control of the Bank:

We shall not be responsible for any loss or damage caused to you by reason of any failure to comply with your instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion as the Bank being final in this regard.

Ability to refuse payment:

Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice which the Bank in good faith believes calls into question your ability to transact on your Card, we may, at our option and without liability to you or to the Bank, decline to allow you to obtain any portion of your funds, or may pay such funds over to an appropriate authority and take any other steps required including by applicable law.

The Bank reserves the right to deduct from your account service charges and any expenses the Bank incurs, including without limitation legal fees, due to legal action involving your Card.

Smartfill Debit Card:

The Smartfill Debit Card is issued by Standard Chartered Bank through an association with Bharat Petroleum Corporation Limited (BPCL), a Government of India undertaking and a Company registered under the Companies Act having its registered office at Mumbai 400 038.

The benefits offered under the Smartfill Debit Card are in part supported by BPCL and any change in the agreement between the two parties would change the terms and conditions of this offer.

Such change if any may be made with or without notice to the customers issued the Smartfill Debit Card. The Smartfill Debit Card program benefits are being offered for a period ending 31 March 2006. The Bank reserves the right to extend the same or withdraw the same at its discretion.

The Bank may at any time withdraw the Smartfill Debit Card program and may at its discretion offer the customer a regular debit card or a debit card under any other scheme. The annual fee for subsequent years will be as per the schedule of service charges pertinent to the regular or the new scheme as applicable.

The Bank may choose not to provide any / all the benefits associated with the Smartfill Debit Card to customers who do not maintain the specified Minimum Quarterly Balance Requirement, as specified by the Bank from time to time. The Bank may subsequently debit the customer's linked account with associated charges or fees for any such benefits provided for the relevant time period when the balances were not maintained in retrospect or withdraw facilities subsequently based on its discretion.

Waiver of surcharge on fuel purchases:

- Smartfill cardholders may avail of a waiver of a 2.5% surcharge on fuel purchases made using the Smartfill Debit Card, at select Bharat Petroleum outlets as advised by the Bank from time to time.
- This surcharge amount is calculated as per prevailing market practice and subject to change. The Bank reserves the right to change the same and / or the terms & conditions of the Smartfill Debit Card.
- The Waiver of surcharge will be done by the Bank on a best effort basis and based on a set of identifiers of the said establishments based on transaction files / data received through Visa or otherwise. The Bank is not responsible for any inaccuracy in this data / these files and not liable for a non-waiver of surcharge based on the same.
- The waiver of surcharge will be available to customers that maintain the required minimum quarterly average balance in the linked primary account. In the event of failure to do, the Bank would charge the surcharge amount to the customer's account in retrospect or for the subsequent quarter based on its discretion.

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The reversal of 2.5% surcharge will be limited to valid fuel purchases at designated BPCL outlets subject to a maximum purchase value of Rs. 5,000 per account per month. Purchases beyond this amount will not be entitled to receive the waiver on the surcharge amount.

These terms and conditions form the contract between the Cardholder and the Bank. By applying for and accessing the service of the Standard Chartered Bank Debit Card, you acknowledge and accept these terms and conditions. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any Account and may change from time to time.

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These terms and conditions apply to all transactions involving use of your Standard Chartered Bank Visa Debit Card. By accepting and/or using the Debit Card, you unconditionally accept all the following terms and conditions and you accept the full and sole liability for ensuring compliance with the relevant Exchange Control Regulations, Export policies and foreign exchange laws, and generally, the laws of India, as applicable.

Definitions:

"The Bank", "Standard Chartered", "debit", "us" or "we" means Standard Chartered Bank, which is the issuer of the Standard Chartered Bank Visa Debit Card, and includes Standard Chartered Bank by whatever other name called, and the successors and assigns of Standard Chartered Bank.

"Cardholder", "you", "your" means a person who has been issued the Standard Chartered Bank Visa Debit Card to operate on a nominated account(s).

"Card" or "Debit Card" refers to the Standard Chartered Bank Visa Debit Card issued by the Bank and may include any **other card** issued by the Bank from time to time.

"Account" refers to the Cardholder's Savings and/or Current Account and/or any other type of account nominated by the Cardholder and approved by the Bank

"Primary Account" means one of the accounts, as described above, which will be debited for transactions, performed using the Card.

"Nominated Accounts" includes the Primary Account as described above, and it indicates your account(s) nominated in writing by you and approved by the Bank to be accessed by your Debit Card and PIN.

"ATM" means any Automated Teller Machine whether in India or overseas, whether of Standard Chartered Bank, or of any other bank on a shared network, at which, amongst other things, you can use the Debit Card to access your funds in your account(s) held with Standard Chartered Bank in India.

"PIN" means the Personal Identification Number (required for access to ATMs) allocated to you by us, chosen by you from time to time.

"International transactions" refers to the transactions entered into by you on your internationally valid Debit Card outside India, Nepal and Bhutan.

"Merchant" or "Merchant Establishment" means any establishment wherever located, which a Card Scheme Member Bank has approved and made arrangements with, to accept and honour cards, for the sale of goods and services to cardholders.

"Depository" means any machine/device whether in India or overseas, whether of Standard Chartered Bank, or of any other bank on a shared network, at which, amongst other things, you can use your Debit Card to access your account(s) and deposit funds in your account held with the Bank in India.

"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 Standard Chartered Bank, or of any other bank on a shared network, at which, amongst other things, you can use your funds in your account held with Standard Chartered Bank in India to process the transaction at a Merchant Establishment.

"CASST" means Customer Activated Sales and Service Terminals (also called "Touch Access Banking Terminals") whether in India or overseas, whether of Standard Chartered Bank, or of any other bank on a shared network, at which, amongst other things, you can use your Debit Card to access your account(s) and do transactions on your account held with Standard Chartered Bank in India.

"POS" means Point of Sale terminals, whether in India or overseas, whether of Standard Chartered Bank, or of any other bank on a shared network, at which, amongst other things, you can use your Debit Card to access your funds in your account held with Standard Chartered Bank in India.

General Use of Debit Card

On accepting your application for the same, the Bank will issue to you a Debit Card. You can access cash and carry out other transactions through the use of the Card in ATMs/ EDC/ CASST/ Touch Access Banking Terminals/ Depository/ POS devices and/or any similar devices.

The Debit Card(s) issued will always be the property of the Bank and shall be returned unconditionally and immediately to the Bank upon request by the Bank, without any reasons being given to be given by the Bank.

The Debit Card is non-transferable by the Cardholder under any circumstances. The Bank reserves the right to cancel ATM withdrawal facilities on an account, at its discretion without assigning any reasons whatsoever.

You accept that if the Bank agrees to do so at your request, it is entirely at your risk the Bank has agreed to provide you the facility of carrying out transactions by using the Debit Card apart from any written Standing Instructions now given or that may hereafter be given to the Bank by you.

You accept full responsibility for all transactions processed by the use of the Debit Card whether on ATM/ CASST/ Touch Access Banking Terminal/ EDC-POS/Depository/ Intra Bank Funds Transfer or any other device available or otherwise. Any instruction given by means of the Card shall be irrevocable. You shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with your knowledge or your authority, expressed or implied. You hereby authorise the Bank to debit your account(s) by the amount(s) 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. **In relation to the aforesaid services or in case of wrong instructions received or punched in online including Intra Bank Funds Transfer, the Bank will not be responsible for any claim, or loss or damage caused to you or any other person whatsoever, and you will indemnify the bank against the same. In default of such indemnification, you shall allow the bank to debit such loss to your account(s) or appropriate the same against any of your balance or deposits.**

You shall not hold the Bank liable on account of the Bank acting, in the course of business, on your

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instructions. In following your instructions, the Bank will be doing so on a best efforts basis and shall in no way be liable and/or held responsible including on account of delay or inability to act immediately or at all on any of your instructions.

The Bank may, at its sole discretion, change or withdraw or suspend the facility and/or the terms thereof and thereof wholly or in part, at any time, with or without prior or any notice.

The Bank may, at its sole discretion, decide not to carry out any instructions including where the Bank 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.

We may, at our sole discretion, videotape or record on camera your access/presence/use of facilities at our premises/machines/equipment and we may rely on footage of such clippings as evidence in any proceedings, and you hereby give your consent thereto.

Transactions, which you initiate, will be completed only if the amount of funds available in your account is sufficient to meet the transaction amount in full including any applicable charges, fees, etc. The amount of each completed transaction will be immediately debited from your account without notice.

Should any instruction given by you be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways, at its sole discretion.

We 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 our control.

In consideration of the Bank providing you with the facility of the Card, you agree to indemnify and keep the Bank indemnified saved and harmless at all times from and against all actions, claims, demands, proceedings, losses, damages, injury, costs, charges and expenses whatsoever and by whomsoever brought which we may at any time incur, sustain, suffer or be put to as a consequence of and/or by reason of and/or arising on account of providing you with the said facility of the Card and/or by reason of our acting in good faith, taking or refusing to take or omitting to take action on your instructions and/or on account of use of the facility of the Card.

Securing the PIN

The Bank will initially allocate a Personal Identification Number (PIN) to you. You may select your own PIN (any 4-digit number) if you would like to change it, depending on the availability of the proposed number.

The security of the PIN is very important and you shall not disclose your PIN to anyone. If you fail to observe any of the security requirements, you may, at your sole risk as to the consequences, incur liability for unauthorised use.

If you choose your own PIN, you should not select a PIN that is easily identified or identifiable with you, e.g. your birth date, car registration number, or repeated numbers etc.

You should not write or indicate your PIN on your Debit Card or on any other item you carry or store including with your Debit Card, even if you have disguised it.

Loss or theft of your Debit Card /PIN/and notification thereof:

In the event of the Card being misplaced, lost or stolen, you must immediately inform the Bank in writing of the same, & report to the Bank's customer service centre. Any transaction that may be incurred on the Debit Card shall be the sole and absolute liability of the account holder unless the Bank has received written notice of the theft, loss or misplacement together with instructions to cancel the Card. Once the Card is reported misplaced, lost, stolen, the Debit Card cannot be used, even if found subsequently. For the period commencing with the time the Card and/or PIN was reported misplaced, lost or stolen until the Bank has been notified by the cardholder in writing, as described above, the cardholder will be liable for the actual amount lost on transactions carried out by the use of the Card and / or PIN, unless otherwise covered under the lost card liability feature offered by the Bank.

The Bank may upon receipt of an application therefor, in its absolute discretion, issue a replacement Card with a new PIN for any lost, misplaced or stolen Card or a new PIN on the existing Card or re-issue a fresh Card with a new or same PIN on these terms and conditions or such other terms and conditions as we may deem fit.

Delayed notification of misplacement, loss or theft:

If the Cardholder has contributed to an exposure by not notifying the Bank promptly upon learning of misplacement, loss or theft of the Card and/or PIN, or if it is unclear to the Bank whether or not the cardholder has contributed to an exposure, then for the period commencing from the time the Card and/or PIN was misplaced, lost or stolen until the Bank has been notified by the cardholder in writing as described above, the Cardholder will be liable for the actual amount lost on transactions carried out with the Card and/or PIN.

Lost Card Liability Feature:

- All SCB Debit Card holders will be eligible for Lost Card Liability Protection on their lost or stolen Debit Card.
- Lost Card Liability feature is available on all Point of Sale transactions. PIN based transactions like Cash withdrawals from ATMs are not covered under this feature.
- All Point of Sale transactions done upto a maximum of 7 days before the date of reporting and 30 days after the reporting are eligible under the Lost Card Liability Protection.
- The cardholder will be required to submit the following documents at the time of lodging the claim.
- Claim form for lost card liability duly signed by the cardholder whose card is lost/stolen (available at all SCB Branches)
- Original FIR copy clearly mentioning the 16-digit number of the lost debit card
- A copy of the statement of transactions, clearly indicating the disputed transactions and affixing signature

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against each one. Signature must match the signature of the claim form.

- The maximum liability covered on each Debit Card is limited to Rs. 50,000 per card. The amount will be credited to the customer's account within 21 working days from date of receipt of claim documents or 5 working days from closure of investigation by the Bank, provided all required documents have been submitted by the cardholder.
- In all cases the decision of the Bank will be final and binding on the customer. 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 be no binding obligation on the Bank to continue the same.
- As per the terms of the Insurance Policy, all claims have to be intimated within 60 days of the occurrence of the event. Claims shall not be admissible after this period.
- The Lost Card Liability offering is valid for all Point of Sale transactions carried out and reported after July 1, 2006.

Addition to and Withdrawal of facilities:

The Bank may, at its discretion, make available to you more ATMs, EDC-POS, and/or other devices through shared networks for your convenience and use. All fees, charges related to transactions done by you at these devices, as determined by us from time to time will be recovered by a debit to your account. You understand and agree that such networks may provide different functionality, service offerings and different charges for different services and/or locations.

The Bank, shall, at its sole discretion, at any time, without notice to you, 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 device within and/or outside India and shall not be liable to you for any loss or damage suffered by you resulting in any way from such suspension or termination, etc.

Maintenance: While advance notice of any substantial maintenance work likely to affect the availability of services, shall be given wherever and whenever possible, the Bank reserves the right to suspend, without any notice, access to ATM/other similar devices 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.

Termination of Card and/or Primary/ Nominated Accounts:

In the event the Cardholder decides to terminate the use of the Card, the Cardholder shall give the Bank not less than 7 days prior notice in writing and forthwith return the Debit Card to the Bank and obtain a valid receipt therefor. Such termination shall also be deemed a termination of all related facilities accorded by the Bank to an Account holder.

For closure of Primary / nominated account(s), the Cardholder will give at least 7 days notice in writing and return the Debit Card to the Bank and obtain a valid receipt therefor. Such termination shall also be deemed a termination of all related facilities accorded by the Bank to an Account holder.

The Bank hereby has the Cardholder's express authority to debit the nominated accounts online or, in the event of an offline situation, within such time based on internal and/or scheme regulations that the Bank is a member of and/or bound by, for all withdrawals/transfers effected by the use of Debit Card/PIN as per the Bank's records, which will be conclusive and binding on the Card holder.

Verification of amounts:

All transaction records for use of the Debit Card/PIN shall be conclusive unless verified otherwise by the Bank. The verified amount shall always be binding on the Cardholder.

Processing and Conversion Fee or Charges:

Use of the Debit Card at any ATM/ EDCs/POS/Touch Access Banking Terminal/CASST/Depository/ other devices may entail a service charge and/or transaction fee and/or processing and/or conversion fee being levied on the account.

The Cardholder's account will be debited with such charges as the Bank may from time to time consider appropriate in respect of the Debit Card, whether or not prior notice of such charges is given to the Cardholder.

The Cardholder shall be solely liable for payment of all of the above.

Charges and Fees:

The Bank reserves the right at any time to charge the Cardholder for issue, re-issue of the Card and/or any fees/charges for the transactions carried out by him on the Card. Details of the fees and charges as applicable from time to time can be obtained from the Bank and the same are subject to change.

All fees and charges will be deducted automatically from your Card account at the time the fee or charge is incurred. In addition, some other ATM owners or operators of shared networks or service providers may impose additional charges/fees for each use of their ATM/other device, and any such charge alongwith other applicable fees/charges will be deducted from your account.

Any government charges, duty or debts, or tax payable as a result of the use of the Card shall be your responsibility and if imposed upon you (either directly or indirectly), the Bank shall be entitled to, without notice, debit such charges, duty or tax against your account.

Limits of Use:

The Bank reserves the right to limit the minimum/maximum amount which may be transacted each day by the use of your Debit Card and any such limits would also be subject to the availability of balance in your account.

Similarly, daily/minimum/maximum transaction limits apply to all ATMs and may vary between different ATMs belonging to different banks/networks/locations. Transactions made by use of a Card may be limited to minimum and maximum amounts in any specified period and to multiples of any amount as may be prescribed. The Bank will not be responsible for any loss or inconvenience that you may suffer due to the lack of uniformity

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in these limits, for transactions through different ATMs/networks/locations.

Deposits and Withdrawals at ATMs:

Cash and cheques can be deposited at the ATMs of the Bank alone. Cheques deposited will be accepted for collection only. All deposits made through ATMs will be subject to verification before the credit for such deposits is made to the nominated account(s). Cash deposits at other bank ATMs or Cash withdrawals and Cash Deposits at Merchant Establishments are not allowed, and the Bank would not be accountable for any such transactions.

General Disclaimer:

Standard Chartered Bank accepts no responsibility and will not be liable for any loss or damage or inconvenience on account of any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by Standard chartered 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 business by an Act of God, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.

If an ATM or similar or other device malfunctions, resulting in loss to the Cardholder of some or all of the amount of transaction(s), and such a loss is confirmed by the Bank through a verification of the Bank's records, the Bank will make the required adjustments, if any, to your nominated account(s).

Printed Transaction Records, Balance information Statement;

Errors, Complaints:

When you complete a transaction through an ATM, you can opt to receive a printed transaction record. You will ensure that you check your transaction records. You can also get information regarding your available funds, wherever the facility is offered, including written statement by calling the Bank.

You will inform us in writing within 15 days from your receiving a statement, if any irregularities or discrepancies exist in the transactions/particulars of the account on any statement that we send to you. If we do not receive any information to the contrary within the 15 days, we shall assume that the statement and the transactions are correctly reflected.

To protect your interests, the Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Debit Card facilities.

All records maintained by the Bank, in electronic or documentary form, of the instructions of the Customer and such other details (including, but not limited to payments made or received) pursuant to this agreement, and all camera/video recordings made as mentioned above, shall as against the Customer, be deemed to be conclusive evidence of such instructions and such other details.

The ATM machine would capture the Debit Card, if responses sought from the Cardholder by the machine are not provided by the Cardholder within a specific time and /or incorrect information/ command(s) is/are given to the machine. The Card may be returned to the Cardholder at the sole discretion of the Bank.

The Bank will not be responsible for any cash loss for any reasons whatsoever, after cash withdrawal transaction is completed by the Cardholder at an ATM machine. A cash withdrawal will be treated as completed if the Bank's records indicate that the machine has dispensed the money.

The Bank will not be responsible for any loss due to theft, burglary etc. in the vicinity of an ATM.

The Bank reserves the right to participate at any time in any network sharing arrangement which will enable the Bank to use the services of other devices of other participating banks. The Bank reserves the right to participate in such shared networks. The Bank, will however, not be responsible for any transaction conducted at an ATM machine of another bank.

Disclosure of information:

The Bank reserves the right, and you hereby agree to the Bank having the right, to disclose to and share with and receive from other institutions, credit referencing bureaus, agencies, statutory, executive, judicial and regulatory authorities, whether on request or under an order therefrom, and on such terms and conditions as may be deemed fit by the Bank or otherwise, such information concerning the Cardholder's account as may be necessary or appropriate including in connection with its participation in any Electronic Funds Transfer Network.

The use of the Debit Card at an ATM/CASST/Touch Access Banking Terminal/EDC- POS/other devices shall constitute your express consent:

To the collection, storage, communication and processing of personally identifying and account balance information by any means necessary for us to maintain appropriate transaction and account records.

To the release and transmission to participants and processors in the Standard chartered bank ATM applicable networks of details of your account and transaction information and other data necessary to enable your Card to be used at an ATM/other device.

To the retention of such information and data by the said participants and processors in the Standard chartered bank/other networks.

To the compliance by the said participants and processors in the Standard Chartered bank ATM network/ other networks with laws and regulations governing disclosure of information to which such participants and processors are subject and

To disclosure of information to third parties about your Standard chartered bank account or the transactions done through the use of your Card where it is 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 questions you may raise and/or in order to satisfy our internal data processing requirements.

TERMS AND CONDITIONS

The Cardholder hereby expressly authorises the Bank to disclose at any time and for any purpose, any information whatsoever relating to your personal particulars, accounts, transactions, or dealings with the Bank to the head office or any other branches, subsidiaries, or associated or affiliated corporations or entities of the Bank wherever located, any government or regulatory agencies or authorities in India or elsewhere, any agents or contractors which have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.

The Cardholder agrees to provide the Bank information the Bank would require from the Cardholder under law or regulation, or any other appropriate information we reasonably request from time to time.

Your obligations with respect to the accounts hereunder are payable solely at the Bank at the branch at which the account or deposit was opened by you. The Bank may make changes (including, without limitation, any governmental acts, orders, decrees and regulations, including fiscal and exchange control regulations). The Bank shall not be liable for non-availability of funds credited to the accounts due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar or other causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible therefor.

Change of terms and conditions:

The Bank at its absolute discretion may amend/ change the Terms and Conditions from time to time and may notify the amendments/changes made, to the Cardholder. The Bank may make changes in / add to these terms and conditions including but not limited to for the purposes/ reasons listed below:

to impose or increase charges relating solely to the use of your Card and PIN, or the use of an additional or replacement card.

To increase your liability for losses relating to transactions with your Card.

To adjust the periodic transaction limits applying to the use of your Card.

The Bank may also make a change without notice if the change is necessary to maintain or restore the security of the electronic system or equipment used for the Card transactions. The Cardholder would be notified within 30 days if such a change is made, unless disclosure would jeopardise the security of the electronic system or equipment.

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 your latest address recorded with us. You must notify the Bank of any change to your address promptly. If you fail to notify us of any change to your address, we will assume that your 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.

The Bank may also give you 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 or by a press advertisement or by a message in your statement.

Exclusion from Liability:

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly including out of Any defect in goods or services availed of by you under a Debit Card transaction.

The refusal of any person to honour or accept the Card.

The malfunctioning of any electronic terminal or other device.

The effecting of a transaction instruction other than that of a Cardholder Handing over of the Card by the Cardholder to anybody other than the authorised employees of the Bank

The exercise by the Bank of its right to terminate any Card Any injury to the credit character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card Any mis-statement, misrepresentation, error or omission in any details disclosed by the Bank to anyone or in the statement of accounts.

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

Disputes and Resolution:

The competent Courts in India, shall have exclusive jurisdiction to deal with all disputes between the Bank and the Cardholder, or the estate of the Cardholder or otherwise.

Expense of enforcement:

The account holder and each Card member shall be jointly and severally liable to indemnify the Bank in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce these rules and regulations and recovery of any dues including all legal fees and disbursements on a full indemnity basis.

Features on a Card:

The Bank may from time to time, at its discretion, tie-up with various agencies to offer features on your Debit Cards. All these features would be on a best efforts basis only, and the Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants/outlets/agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.

Indemnity:

The Cardholder hereby agrees to indemnify the Bank for all liabilities, losses, damages and expenses which