

network and shall not be held liable for any loss or damage whatsoever suffered or incurred by the Customer resulting from the services.

6 The Bank shall not be responsible for any loss or damages arising directly or indirectly as a result of malfunctioning / failure of the machine or services.

Indemnity:

Customer shall indemnify the Bank from and against all losses and damages that may be caused as a consequence of breach of any of the terms and conditions mentioned herein above.

Fees:

1. At present the Internet Banking facility is offered free of cost to the Customers.
2. Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, with or without notice to the Customer.

Termination of facility:

- 1 The Bank may withdraw the Internet Banking facility at any time with or without giving any notice to the Customer at its sole discretion.
2. The Customer can discontinue the Internet Banking facility at any time by giving a written notice of at least fifteen days. These terms and conditions together with the application for Internet Banking facility made by the Customer and as accepted by the Abhyudaya Co-op. Bank Ltd. shall form the contract between the Customer and Bank, and shall be further subject to such terms as Bank may agree with any other third party providing such services to Bank which shall facilitate providing of the Facility by Bank to the Customer. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing any Account of the customer and / or any other product / services provided by the Bank to him.

Governing Law:

These terms and / or the operations in the Accounts of the user shall be governed by the laws of India. Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.

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TERMS AND CONDITIONS FOR DEBIT CARD

RuPay Debit cum ATM Card

Important: Please make sure you have read these terms & conditions carefully before using the Abhyudaya Bank RuPay Debit cum ATM Card. By using the Debit cum ATM Card, you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them and you accept the onus of ensuring compliance with the relevant Reserve Bank of India (RBI) Regulations and all the rules and regulations framed under the Act and as amended/modified/applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the terms and conditions of operation of your Savings Bank Account/Current Account with Abhyudaya Co-Op. Bank Ltd.

DEFINITIONS

1. The “**Bank**” means Abhyudaya Co-Op. Bank Ltd. a body corporate registered under the Multi State Co-op. Societies Act and its successors & assignees.
2. “**Card**” or “**Debit Card**” refers to the Abhyudaya Bank RuPay Debit cum ATM Card issued by Abhyudaya Co-op. Bank Ltd. to a Card Holder.
3. “**Cardholder**” means the approved Customer who has requested for the Card upon his/her undertaking to abide by terms and conditions herein and who has been issued the Card and who is authorized to hold and use the card. Cardholder is referred to as “You”, “Your”, “Him” or similar pronouns and all reference to the card holder in the masculine gender will also include the feminine gender.
4. “**Account(s)**” means the Cardholder’s Savings or Current Account that have been designated by Bank to be eligible account(s) for valid operations of the Debit Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there are more than one account holders/signatories. A minor’s account or an account in which a minor is a joint account holder, so also firms other than proprietary firms and Cash Credit account holders shall not be eligible for becoming the Cardholder of Abhyudaya Bank RuPay Debit Card.
5. “**Primary Account**” shall mean in case of multiple accounts linked to the Card, the account that has been designated as being the main/first account of operation i.e. the account from which purchase transactions, cash withdrawals, charges and fees related to the card are debited.

6. “**Nominated Accounts**” includes the Primary Account as described above, and it indicates the card holder’s account(s) nominated in writing by him/her to be accessed by his/her Debit Card and PIN.

7. “**Linked Accounts**” refers to the Cardholder’s Accounts other than the Primary Account that have been designated by Abhyudaya Bank to be eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder/signatory.

8. “**ATM**” means any Automated Teller Machine wherever located in any part of India, whether of the Bank or an ATM under specified shared network at which amongst other things, the Cardholder can use his/her card to access his/her funds held in his/her account with the Bank.

9. “**Cash Dispenser**” means an ATM with restricted functionality of dispensing Cash only.

10. “**PIN**” means the Personal Identification Number, required to access the Automated Teller Machine & EDC Terminal, allocated to the Cardholder by the Bank or chosen by him/her from time to time.

11. “**Shared Network**” means network of ATMs other than Abhyudaya Co-op. Bank Ltd. ATMs where RuPay Cards are accepted.

12. “**Transaction**” means any instruction given by a Cardholder by using his/her Card directly or indirectly to the Bank to effect action on the account.

13. “**Account Statement**” means a periodic statement of account sent by Bank to a cardholder or Pass Book issued by the branch where the account is maintained setting out transactions carried out by the cardholder(s) during the given period and the balance on that date. It may also include any other information that Bank may deem fit to include.

14. “**Merchant**” or “**Merchant Establishment**” shall mean establishments wherever located in any part of India which accept/honour the card and shall include amongst others shops, stores, restaurants, airline organizations, railways, petrol pumps, etc.

15. “**Electronic Data Capture (EDC) or POS**” refers to electronic Point-of-Sale swipe terminals in any part of India, whether of the Abhyudaya Bank RuPay Card or any other Bank on the network, those permit the debit of the account(s) for purchase transaction from the member establishments.

16. “**Valid Charges**” means charges incurred by the Card Holder for purchase of goods or services on the card or any other charges as may be included by the Bank from time to time for the purpose of this product.

17. “**Force majeure event**” means any event such as fire, earthquake, flood, epidemic, strike, lockout, labour controversy, industrial dispute, riot,

obtained me as a result of the same.

Technology Risks:-

The technology for enabling the transfer of funds and the services and the other services offered by the Bank could be affected by virus or other malicious destructive or corrupting code, program or macro. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result on the processing of instructions or failure in the processing of instructions. I understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss or profit or otherwise arising out of any failure or inability by the Bank to honour any customer instructions for whatsoever reason.

Customer Responsibility / Liability.

1 The Customer is responsible for the accuracy of any information provided by the Customer in his / her application for availing **Internet Banking** facilities.

2 In case the Customer observes any error in the information provided by the Bank through these facilities, the Customer shall immediately inform the Bank. The Bank will make the best possible efforts to rectify the error as soon as possible.

3 The Customer is responsible for intimating to the Bank any change in his mobile phone number / e-mail address or account details and the Bank will not be liable for any error in sending Alerts / Statement or other information on over the Customers mobile phone number/ email address recorded with the Bank.

4 The Bank reserves the right to offer this **Internet Banking** facility to a customers, add or change the existing services and may withdraw such a facility at any time without notice and without giving any reasons thereof. The Bank is at it’s sole discretion, without prior notice, can temporarily suspend the operation of the facility for updating, maintenance and upgrading purpose, or any other purpose whatsoever Bank deems being fit and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result of such suspension.

5 The Bank does not guarantee the performance of the system and

company / firm and the company / firm shall be bound by the same conclusively. It is the responsibility of the company / firm to inform the Bank in case of changes of authorized signatories and the bank is not bound to enquire as to whether or not the user has been duly authorized to access the Net-Banking facility on behalf of the company/firm and accordingly, a person using the Net-banking service on behalf of the company/firm shall be presumed by the Bank to have the authority to have access to the Net-banking facility.

Risks:-

I hereby acknowledge that I am availing the payment Instruction Services at my own risk.

Misuse of Cust ID and IPIN:-

I acknowledge that if any third person obtain access to my Cust ID and PIN, such third person would be able to provide Payment instruction / other instruction to the Bank. I shall ensure that the Terms and Conditions applicable to the use of the Cust and PIN as contained herein are complied with at all times.

Internet Frauds:-

The internet per se is susceptible to a number of frauds, misues, hacking and other actions that could affect Payment Instructions / other instruction to the Bank. While the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect Payment Instructions / other instructions to the Bank including result in delay or failure in processing the instructions.

I understand that doing a Netbanking transactions at a Cybercafe / shared computer terminal is risks and I shall not use the services of a Cybercafe I shared computer terminal to do any Netbanking Transactions.

Mistake and Errors:-

The filing in of applicable data for transfer of funds would require proper, accurate and complete details.

On the other hand in the event of my account receiving an incorrect credit by reasons of a mistake committed by some other person, the Bank shall be entitled to reserve the incorrect credit at any time whatsoever without my consent. I shall be liable and responsible to the Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain

civil disturbance, war, civil commotion, natural disasters, acts of God, failure or delay of any transportation agency, or other facilities, omissions and acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities including changes in Law, or other regulatory authority, acts beyond the control of the Bank or for any other reasons which cannot reasonably be forecast or provided against and which cannot be predicted by person of ordinary prudence.

18. “**Law**” includes all applicable statutes, enactments, acts or legislature or Parliament, ordinances, rules, bye-laws, regulations, judgments, notifications, guidelines, policies, directions, circulars, directives and orders of any Government, Statutory authority, Tribunal, Board, Court or Recognized Stock exchange, final and interim Decrees and Judgments.

19. “**Technical Problem**” includes any problems and difficulties arising due to the power and electricity failure, software or hardware errors, computer breakdown, non-availability of Internet connections, communication problems between the Bank's server and ATM network, shutting down of the Bank's servers, non-availability of links, corruption of the computer software, problems in ATM or any other service providers infrastructure and telecommunication network, problems in any other telecommunication network and any other technology related problems.

20. “**Add-on Card**” means a supplementary or additional card issued to the person specified by the Account holder/s

21. “**RuPay regulations**” mean regulations issued by RuPay to its franchisee/member banks.

ELIGIBILITY:

Savings accounts with cheque book facility/Current accounts in individual capacity are eligible for issue of Card. In case of joint accounts, only such accounts as are permitted to be operated upon singly shall be eligible for issuance of card. Accounts operated by joint signature or account of a minor or an account in which a minor is a joint account holder shall not be eligible.

VALIDITY:

The Card is valid for use at ATMs of the Bank, approved ATMs of RuPay displaying the logo. The cards can also be used as one with POS terminals in India displaying RuPay Logo. However, the Card is not valid for payment in foreign exchange. The Card is valid up to the last working day of the month and the year indicated on the Card.

PERSONAL IDENTIFICATION NUMBER (PIN)

To enable the Cardholder to use the Card, a Personal Identification Number (PIN) will initially be issued to him/her by the Bank. The Cardholder shall ensure that the PIN is received by him/her in a sealed mailer. The Cardholder should immediately upon receipt of the PIN, change the same to the PIN of his/her choice by using the card at an ATM of the Bank. The changed PIN should be used by the Cardholder for all his/her future transactions till he changes the PIN again. Under any circumstances the Cardholder should not disclose his/her PIN to anyone including a joint account holder and the Bank. The cardholder shall be solely responsible for the consequences arising out of disclosure of his/her PIN, including any unauthorized use of the card. Any instructions given by means of the card and the PIN, whether in conjunction or independently, shall be deemed to be instructions given by the Cardholder, and the Bank shall be entitled to assume that those instructions are given by the Cardholder.

i. If the Card is lost or stolen, the Cardholder must report the loss to the Bank immediately for hot listing the Card. Card holder can hotlist the card by sending SMS "HOTC" from his/her registered mobile with the Bank to "5667717". Though the loss or theft may be reported by means of the 24 hours Customer Service, at his/her own expenses, the Cardholder must confirm the same in writing to the Bank as soon as possible. A copy of the acknowledged police complaint must accompany the said written confirmation.

ii. After the loss/theft is reported to the Bank followed by written confirmation, the Cardholder is protected from any financial liability arising from any purchase transaction done on his/her card from the time card holder reports the loss to the Bank. It may please be noted that during the process of blocking the card NO SUCH COVERAGE will be available on the CASH withdrawals done through ATMs as such transactions are governed by PIN, which is confidential to Cardholder only.

iii. The Cardholder agrees to indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to the Bank or lost and misused before it is reported to the Bank.

iv. The replacement card may be issued at the sole discretion of the Bank after receipt of written request and upon payment of requisite fees, provided the Cardholder has complied with the terms and conditions in all respects.

Terms and Conditions for Internet Banking/E-statement Facility

1. I accept that at my request, Abhyudaya Coop, bank has agreed to provide me the facility of carrying out banking transactions by using the Internet Banking facility through the Bank's website apart from any written standing Instruction now given OR that may hereafter be given to you. I am aware that in connection with such Internet Banking I am required to use the Customer Number and Internet Banking Personal Identification Number (IPIN) as advised by the Bank or as subsequently changed by the applicant. This Internet Banking facility shall cover and be applicable to all Savings / Current / CC accounts only now existing or which may be opened by me to use Internet Banking Service.

2. I have read and understood all the terms and conditions which govern the usage of Internet Banking facility.

3. Understand that my IPIN (Internet Password) is used to transmit/give instructions. I am aware of the confidential nature of IPIN and confirm that I will not disclose my IPIN to anybody.

4. I am aware that the Bank will not be liable for any failure to provide the Internet Banking facility or to comply with the terms and conditions governing this account for any cause that is beyond the Bank's control.

5. Customers having a Savings / Current / Cash Credit with any branch of the Bank having prescribed balance with satisfactory operations in the account are eligible to avail the **Internet Banking**.

Joint Accounts :

6. In case of joint accounts, transaction through internet banking will be allowed only if the mode of operation is given as 'either or survivor' or 'Anyone or Survivor'. The user desires of using Internet banking should either be account holder and sole signatory or authorize to act independently in case of joint account as per mandate to be signed by all signatories to account

7. Accounts with mode of operations like operated jointly can not be registered under the Net-Banking facility.

8. In case of company /firm account - The company /firm to inform undertakes that the Bank shall be entitled to presume that all instruction received by the Bank by using company Customer_ID and IPIN are in order / genuine and have been actually given by the authorized signatories of the

decided time to time and debit to the account of customer on a monthly basis or periodicity decided by the Bank.

9. Termination

9.1 The Customer can terminate the SMS Banking / Alert facility at any time by giving a written notice of at least fifteen days to the Bank.

9.2 The Bank may withdraw the SMS Banking / Alert facility at any time with or without giving any notice to the Customer.

9.3 The closure of any account of the customer in the Bank or surrendering of mobile phone connection by customer or disconnection of mobile phone by the service provider may result in stoppage of services for the closed accounts or automatically terminate the service completely.

These terms and conditions together with the application made by the Customer and as accepted by the Abhyudaya Co-op. Bank Ltd. shall from the contract between the Customer and Bank, and shall be further subject to such terms as Bank may agree with any other third party providing such services to Bank which shall facilitate providing of the Facility by Bank to the Customer. These terms and conditions shall be in addition to and not in derogation of the terms and conditions governing any Account of the customer and / or any other product / services provided by the Bank to him.

Any dispute or differences arising out of or in connection with the facility shall be subject to the exclusive jurisdiction of the courts of Mumbai.

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v. If the lost/stolen card is subsequently recovered, the Cardholder shall not use the same and destroy the Card by cutting it into several pieces through the magnetic strip

SURRENDER / REPLACEMENT OF CARD

Card broken/damaged while in use or otherwise or lost however, will be replaced at a cost decided by the Bank from time to time. A replacement Card may, however, be issued at the Bank's discretion against

- (i) a fresh application and
- (ii) a suitable indemnity in case of a lost Card or surrender of the Card if it is broken/damaged as the case may be. Issuance of a replacement Card shall not amount to fresh contract.

The Card issued to the Cardholder shall remain the property of the Bank and will be surrendered to the Bank, on request or in the event the card is no longer required by the cardholder. The Cardholder shall return the Card to the Bank for cancellation in the event the services are no longer required by the Cardholder or if the services are withdrawn by the Bank for any reason whatsoever. The Bank, may, in its absolute discretion issue a replacement Card, with a new PIN for any lost or stolen Card or a new PIN on the existing Card, or issue a renewal Card with a new or the same PIN on the same terms and conditions or such other terms and conditions as the Bank may deem fit. Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in case of improper / fraudulent / unauthorized / erroneous use of the Card or through a duplicate card and/or the PIN in the event of the Card falling in the hands of or through the PIN coming to the knowledge of any third party.

CARDHOLDER'S RIGHT TO SURRENDER CARD:

a. The Cardholder may discontinue this facility any time by a written notice to the Bank of not less than seven days prior notice and forthwith return the Card and any add on Card to the Bank cut into several pieces through the magnetic strip . The Cardholder shall be liable for all the Card facilities and related charges incurred on the card. The Cardholder will be responsible for all the charges incurred on the Debit Card whether or not the same are a result of misuse / fraudulent use and whether or not the Bank has been intimated of the destruction of the Card. The Bank shall be entitled to discontinue this facility at anytime by canceling the Card with or without assigning any reason whatsoever.

b. If the Cardholder desires to close the Primary Account or even otherwise decides to terminate the use of the Card facility, he shall give the Bank not less than TWO working days' notice in writing and forth with surrender the Card to the Bank at the Card-Issuing Branch and obtain a valid receipt thereof.

BANK'S RIGHT TO REFUSE RENEWAL/TERMINATE CARD:

1) The Bank may in its absolute discretion renew a card upon payment of prescribed charges. The Bank shall be entitled in its absolute discretion to refuse to issue / renew a Card to any Cardholder or with-draw the Card and or services thereby provided at any time without prior notice and without assigning any reason.

2) In the event that the Cardholder decides to close his/her account with the Bank, the Card(s) issued with this account would automatically stands cancelled. The Cardholder(s) must immediately cease to use his/her Card and destroy and return all his/her Card, additional Card(s) that are linked to this account. In case of any outstanding Card transactions that have not been debited to the account the same will be netted off from the balance prior to the Bank returning the balance to him/her.

3) The Bank shall terminate the Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events :

- I. Failure to adhere to or comply with the terms and conditions herein set forth and also the terms and conditions that are applicable to cardholder's accounts with the Bank;
- II. On default under any agreement or commitment (contingent or otherwise) entered into with the Bank;
- III. The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature;
- IV. Demise of the Cardholder;
- V. Reported lunacy/insanity/unsound mind of the Cardholder;
- VI. If the Bank deems that the facility is being misused/improperly used in anyway;
- VII. If any adverse report is received from any of the Banks/Branches in the network; the Card shall be made non operational in case of Primary account being made inoperative by the Bank. Notwithstanding termination of the ATM Card facility, the transactions already processed but reported to the Cardholder's branch after the termination shall be put through the Cardholder's Account.
- VIII. Closure of the Cardholder's account or failure to maintain minimum balance in the said account.

6.8 The Customer irrevocable and unconditionally authorizes Abhyudaya Co-op. Bank Ltd. to access all his accounts for affecting banking or other transactions of the customer through the SMS Banking facility. The Customer further authorizes Abhyudaya Co-op. Bank Ltd. that to share the account information with third party for the purpose of accepting / executing request of the customer for providing SMS Banking facility.

7. Indemnity

7.1 Bank shall not be responsible for any failure on part of the Customer to utilize the Facility due to the Customer not being within the geographical range within which the Facility is offered.

7.2 The Bank does not warrant the confidentiality or security of the messages / mails whether personal or otherwise transmitted through the Facility. Bank makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and howsoever suffered or incurred by the Customer or by any person resulting from or in connection with the Facility.

7.3 The Customer agrees to indemnify the Bank for any loss occurring due to the customer permitting any other third party to use these facilities or to have the access to his mobile phone / email or leaving the mobile phone unattended or due to loss of mobile phone.

7.4 The Bank does not guarantee the performance of the system and network and shall not be held liable for any loss or damage whatsoever suffered or incurred by the Customer resulting from the services.

7.5 Bank shall not be responsible for any loss or damages arising directly or indirectly as a result of malfunctioning / failure of the machine or services.

8. Fees

8.1 At present the SMS banking facility will be given free of cost to the Customers.

8.2 Bank shall have the discretion to charge such fees as it may deem fit from time to time and may at its sole discretion, revise the fees for use of any or all of the Facility, with or without notice to the customer.

8.3 Bank shall have the discretion to charge such fees as it may be

number must be active and accessible.

The Customer acknowledges that if the customer's mobile phone number is inaccessible or inactive continuously the Customer may not receive the Alert message sent by the Bank.

The Customer acknowledges that the SMS Banking Alert Facility is dependent on the infrastructure, connectivity and services provided by service providers engaged by the Bank. The Customer accepts that the time-less, accuracy and readability of Alerts sent by the Bank will depend on factors affecting other service providers engaged by the Bank.

6 Customer Responsibility/Liability

6.1 The Customer is responsible for the accuracy of any information provided by the Customer in his / her application for availing the facilities or through SMS Banking.

6.2 In case the Customer observes any error in the information provided by the Bank through these facilities, the Customer shall immediately inform the Bank. The Bank will make the best possible efforts to rectify the error as soon as possible.

6.3 The Customer agrees that the account / details provided by the Bank through these facilities shall be prepared by electronic means and the Bank shall not be responsible for any incorrect information.

6.4 The Customer is responsible for intimating to the Bank any change in his phone number / SIM Card / e-mail address or account details and the Bank will not be liable for any error in sending Alerts / Statement or other information over the Customers mobile phone number/e-mail address recorded with Bank.

6.5 The Customer assumes responsibility for all transaction in his / her account emanating from his mobile phone.

6.6 The Customer shall immediately inform the Bank, in writing, to suspend his service, if his mobile is lost or has been allotted to another person or e-mail address is no longer valid.

6.7 The Customer must not leave mobile phone unattended or permit any person access to his mobile phone in such a manner that he may access unauthorized security code for facility, whether with or without customer consent.

Activation

The card sent to you needs to be initially activated at Bank's own ATM prior to its use at any other device. The Card can be activated through first utilization of the PIN for PIN change at any of the Bank's ATM.

Card Holder's Obligations

i) The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by Abhyudaya Co-op. Bank Ltd and Reserve Bank of India.

ii) The card shall be valid only in India for transaction options, as permitted by the Bank from time to time at Abhyudaya Bank ATMs & ATMs of other banks, which are members of RuPay network and Point-of Sale swipe terminals at Merchant Establishments.

iii) The card is not transferable or assignable by the cardholder under any circumstances.

iv) The card is and will be the property of Abhyudaya Co-op. Bank Ltd. at all times and shall be returned to the Bank immediately and unconditionally upon Bank's written request. The Cardholder is requested to ensure that the identity of the Bank's Officer is established before handing over/returning the card.

v) The Cardholder is required to sign the card immediately upon receipt. The cardholder must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under his/her personal control at all times.

vi) The PIN issued to the Cardholder for use with the Card or any numbers chosen by the Cardholders as a PIN should be known only to the Cardholder and is for his/her personal use and is non transferable and strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of the Bank or to merchant establishments, under any circumstances or by any means whether voluntarily or otherwise.

vii) The Cardholder's account will be debited immediately with the amount of any withdrawal, transfer, valid charges and other transactions effected by the use of Card. The cardholder should maintain sufficient funds in the account to meet any such transactions.

viii) The Cardholder shall maintain, at all times, such minimum balance in his/her account as the Bank may decide from time to time, and the Bank may at its discretion, levy such penal or service charges as per Bank's rules from time to time and/or withdraw the Card Facility, if at any time the

amount of balance falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder and/or without incurring any liability of responsibility whatsoever by reason of such withdrawal.

ix) The Cardholder should not use or attempt to use the Card without sufficient funds in the card account. In the event of payment/debit made in excess of the balance available in the Cardholder/s card account/s for any reason whatsoever, the Cardholder undertakes to repay such overdrawn amount together with interest 18% p.a. or as applicable from time to time and charges that may be debited by the Bank within 3 days of such overdrawn amount.

x) The Bank shall have the right of set off and lien irrespective of any other lien or charge, present as well as future on the balances held in the Cardholder's primary and/or secondary account/s or in any other account whether in single name or joint names to the extent of all outstanding dues, whatsoever, arising as a result of services extended to and/or used by the Cardholder.

xi) The Cardholder will be responsible for transactions effected by the use of the card, whether authorized by the Cardholder or not, and shall indemnify the Bank against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of RBI guidelines or any other law being in force, notwithstanding the termination of this agreement.

xii) In case of joint account, where only one card is issued to a joint account holder, the other joint account holder/s shall expressly agree with and give consent on the application form for issue of the card. If more than one person signs or agrees to be bound by these terms and conditions, the obligation of such persons hereunder will be joint and several and as the context may require. Any notice to any such person will be deemed as an effective notification to all such persons:-

a) In case of joint account, with operational instructions as "anyone/ either or survivor", each of the joint account holders will be entitled to a card, if so requested by all the joint account holders.

b) In case of any of the joint account holder/s gives "STOP OPERATION" instructions, no operations will be allowed on such Card account/s through the use of the Card. Any one or more joint account holders only in respect of such card accounts in which he/she is a joint account holder can give the "Stop Payment" instructions.

c) All the joint account holders shall jointly instruct the Bank to revoke "Stop Payment Instructions". In such event fresh consent/mandate for continuation of such card signed by all the joint account holders would be necessary.

4. Usage/Process for SMS Banking

4.1 The Customer shall use only his mobile phone, the number of which has been informed to the Bank to access the facilities.

4.2 The Customer shall use the keyword/s stipulated by the Bank from time to time to access the various services.

4.3 The Customer must keep the SIM card and his mobile phone in his possession at all times. The Customer shall be solely responsible for the consequences, in case the customer do not adhere to the above.

4.4 Once activated, the customer would receive Push Alert messages, when the preferred events occur in the accounts mentioned in the registration form.

4.5 The Bank also reserves the right to make any additions or deletions or revisions in the services offered through SMS Banking at any time.

5. SMS banking facility

Pull Request Facility

Under Pull request facility following facilities will be provided by the Bank at present.

1. Balance Request
2. Last 3 transactions request

SMS Banking Alert - Push facility

The last updated mobile number in the records of the Bank would be used to send the Alerts. At present following alerts are available.

1. Term Deposit Maturity Alerts
2. Cheque Return Alerts
3. Transaction Alerts

The Alerts will be available to the Customer only if the Customer is within the cellular service range of the particular cellular service provider or within such area, which forms part of the roaming network of such cellular service provider providing services to the Customer.

The Alerts shall be available only when the system of the Bank is available.

The Customer acknowledges that to receive alerts, his mobile phone

2.4 All or any transactions arising from the use of the Facility in the joint account shall be binding on all the joint account holders, jointly and severally.

2.5 The Bank shall extend the facility to the guardians of “ Guardian Operated Minor Accounts”.

2.6 Bank reserves the right to offer his SMS Banking facility to customers, add or change the existing services and may withdraw such a facility at any time without notice and without giving any reasons thereof at Banks sole discretion and without prior notice, to temporarily suspend the operation of the facility for updating, maintenance and upgrading purpose, or any other purpose whatsoever Bank being fit and in such event Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

2.7 User of SMS Banking acknowledge and agree that Bank may, in its sole and absolute discretion, without notice and from time to time add to vary, alter, suspend or remove any part of or all the facility or any functions at the discretion of the Bank.

3. Authorization & Disclosure

3.1 The Customer expressly authorizes the Bank to disclose to the mobile service provider all user information in its possession, as may be required by them to provide the services to the Customer.

3.2 All records of Bank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded shall be conclusive proof of the genuineness and accuracy of the transactions.

3.3 Customer authorizes Bank to send any message such as promotional, greeting or any other message that the Bank may consider appropriate to the Customer.

3.4 The Bank shall make all reasonable efforts to ensure that the Customer information is kept confidential. The Bank however shall not be responsible for any divulgence or leakage of confidential customer information.

xiii) The Cardholder is requested to note that the Card is valid upto the last day of the month/year indicated on the Card. The renewed Card shall be sent by the Bank before the expiry of the Card at the discretion of the Bank, upon evaluation of the conduct of the account. The Bank reserves the sole right of renewing your Card account on expiry. The Cardholder undertakes to destroy the expired debit card by cutting it into several pieces through the magnetic strip.

xiv) The Cardholder is required to get passbook /account statement of his/her Card Account updated from the branch where he is maintaining his/her Card Account at least once in a month.

xv) The Cardholder will inform Abhyudaya Bank in writing within 15 days from the statement date of any irregularities or discrepancies that exist in the transaction details at an ATM/merchant establishment on the statement of account provided by/available with the Abhyudaya Bank on the physical location or on the website. Whenever and wherever practicable, the bank will attempt to send details of the transaction through SMS to the cardholders registered mobile phone number. If no such notice is received during this time, Abhyudaya Bank will assume the correctness of both the transaction and the statement of account.

MULTIPLE ACCOUNTS / JOINT ACCOUNTS

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

ii. In case of Cards linked to multiple Accounts, Transactions at Shared Networks and Merchant establishments will be effected on the Primary Account. In case there are no funds in this Account, the Bank will not honor the Transactions even if there are funds available in the other Accounts linked to the same card.

iii. Transfer of primary account or any change in operational mode thereof will not be allowed unless the Card is surrendered and dues, if any, against it, are paid.

iv. The Bank will debit the Accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card.

v. The Cardholder shall maintain, at all times, in his/her Primary Account at the Bank the minimum deposit amount as applicable from time to time during the validity period of the Card, and the Bank may, at its discretion levy such penal or service charges as per Bank’s rules from time to time or withdraw the Card facility, if at any time, the amount of deposit falls or has fallen below the minimum amount of deposit as aforesaid, without giving any further notice to the Cardholder and/or without incurring any liability or responsibility whatsoever, by reason of such withdrawal.

vi. The Cardholder or such card holder who is a Joint account holder permitted to operate upon the joint account singly authorizes the Bank to debit the account/s with the amount withdrawn and/or transfers effected by the use of the Card, as per Bank's records. The Bank's record for transaction processed by the ATM machine or POS terminal shall be binding on all the account holders jointly and each severally. All fees/charges related to the Card, as determined by the Bank, from time to time, will be recovered by debiting any of the Cardholder's accounts. In-case any of the joint account holders desires to give stop payment / transaction instructions, in respect of operations of the Card, at least seven days clear prior notice, in writing, will have to be given to the Bank, so as to enable the Bank to inform all Banks/ATM centers participating in the Network and take steps in its discretion to carry out the instructions

FEATURES OF THE RuPay DEBIT CUM ATM CARD

i) ATM Facilities: The following facilities are available with Abhyudaya Co-op. Bank ATMs pertaining to the Card Account which shall be offered at the sole discretion of the Bank in ATMs subject to change from time to time, without any prior notice

- a) Withdrawal of cash by the Cardholder from his/her card account upto a stipulated number of occasions and limit during the cycle of 24 hours, as may be prescribed by the Bank from time to time.
- b) Enquiry about the balances in the card accounts
- c) Printing of Mini Statement of Account
- d) Change of PIN

ii) At Abhyudaya Co-op. Bank Ltd. Cash Dispensers and ATMs of other banks which are members of RuPay network the following facilities shall be offered, which are subject to change from time to time without any prior notice:-

- a) Withdrawal of cash by the Cardholder from his/her card account upto a stipulated number of occasions and limit during the cycle of 24 hours, as may be prescribed, by the Bank from time to time.
- b) Enquiry about the balances in the card accounts

iii) PIN is a secret four-digit code number referred to as ATM-PIN, which is assigned by the Bank to the Cardholder. The Cardholder will be required to enter the PIN to avail ATM services using the card. Cardholder should ensure that the PIN mailed by the Bank is received in a sealed envelope without any tampering.

Terms and Conditions for SMS / Tele Banking Facility

1. Application for SMS Banking

1.1 Eligible customers of the Bank desirous of availing the services should submit an application in the form prescribed herewith duly completed, at the branch of the Bank, where the customer has his primary account.

1.2 Customers of the Bank shall be allowed to use the facilities only after his / her / their application has been processed and the information furnished is registered with the Bank. The processing of the application form shall require a minimum of 3 days from the date of submission of the application.

1.3 Customer will be able to avail the services after the activation is done by the Bank.

1.4 The Customer undertakes that he / she shall provide accurate information wherever required and shall be responsible for the correctness of information provided by him to Bank at all times including for the purposes of availing of the facility. Bank shall not be liable for consequences arising out of erroneous information supplied by the customer.

1.5 The Bank shall have the right to reject the application of any person without assigning any reasons.

2. Eligibility

2.1 Customers having a Savings / Current / Cash Credit / Term Deposit account with any branch of the Bank having prescribed balance with satisfactory operations in the account are eligible to avail the SMS Banking.

2.2 Facility will be given to Individual Accounts having self operating instructions or in case of joint accounts, the facility shall be provided to the account holder/s only if he is authorized to act independently.

2.3 In case of Joint Accounts as above all the joint account holders would have to sign in the Declaration form authorizing the Bank to provide the facility to the applicant. For SMS Banking each applicant can register individually.

applicable to the Card, even then the RuPay card should be returned to Abhyudaya Bank.

MISCELLANEOUS (in Clause (a) words are incomplete, please see)

a. The terms and conditions for use of the Card are as specified in this document and as amended by the Bank from time to time. The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing the Card application form, or acknowledging receipt of the Card by signing on the reverse of the card or by performing a transaction with the card or by requesting activation of the card to the bank or after 10 days having elapsed since the card was dispatched to the address on the record.

b. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the Cardholder. The Bank may also make changes in the terms and conditions without notice, if it is considered that the changes are necessary to maintain or restore the security of the electronic system or equipment used for the Card Transactions and/or for any other reason whatsoever and the same shall be binding on the cardholder.

c. The Bank will not be responsible if the ATMs failed to function due to breakdown of power, communication line, mechanical failure or for any reasons which are beyond its control.

d. Upon receiving information that the card is ready, the Cardholder will go in person to the branch where he/she has submitted his/her application to take delivery of the card after establishing his/her identity.

e. All authorizations and powers conferred on the Bank are irrevocable.

FORCE MAJEURE

The Bank will not be responsible nor shall it be liable to indemnify the Cardholder in the event of any loss or damage suffered by the Cardholder due to any cause or reason, beyond the control of the Bank.

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iv) The Cardholder is advised to change the PIN immediately through the relevant menu option in Bank ATM and he is also advised to keep the PIN changing at frequent intervals. If the Cardholder forgets the PIN, he shall apply to the Bank for the re-generation of the PIN. The Bank shall send the new PIN directly to Cardholder's registered address with the Bank. New PIN may be issued at the sole discretion of the Bank, upon request in writing and payment of the requisite fee.

The Bank may from time to time, at its discretion, tie up with various agencies to offer various features on Debit Cards. All these features would be on best efforts basis only. The Bank does not guarantee or warrant the efficacy, efficiency and 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.

ATM USAGE

The Card is accepted at Abhyudaya Co-op. Bank Ltd. ATMs and NFS ATM networks (RuPay)

a. At no time shall the Cardholder use or attempt to use the Card, (a) for withdrawal or transfer (within permitted limit) unless there are sufficient funds in the Accounts and/or (b) for withdrawal or transfer with intention to default payment of his/her cheque/s issued to other parties. In case an ATM/or POS terminal debit and clearing cheque are presented simultaneously in an account, the ATM/or POS terminal debit "would be accorded first priority over the cheque and in the event of insufficient funds after ATM/or POS terminal debit, the cheque would be returned by the Bank. It will be the responsibility of the account holder to maintain sufficient funds for cheque and other transactions.

b. The Card is operable with the help of the confidential PIN at ATM locations. All Transactions conducted with use of the PIN will be the Cardholder's responsibility and he will abide by the record of the transaction as generated. When the Cardholder completes a transaction through an ATM, he can opt to receive a printed transaction record. The amount of available funds is shown on this ATM receipt when he uses his/her card.

c. d. All transactions, in particular deposit of cash and cheques, shall be subject to delay, due to transit period. The Bank shall not be responsible for any loss or damage or inconvenience caused to the Cardholder due to such delays.

e. The Cardholder should retain the record of Transactions generated by the ATM with him/her and verify the details printed on it.

f. The Cardholder agrees that he will be allowed to withdraw cash up to a maximum of Rs.25,000/- and make purchases up to a maximum of Rs.50,000/- per day (aggregating to Rs.75,000/- per day) subject to availability of clear balance in the Account(s) or any such maximum withdrawal / purchase limits decided by the Bank from time to time. Any attempt to violate these limits would lead to withdrawing of his/her Card facility. The Cardholder agrees not to attempt to withdraw/purchase using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balance is entirely on the Cardholder.

Please note : Usage of ATMs other than Abhyudaya Bank ATMs are chargeable as per usage guidelines documents and terms & conditions of the Bank.

MERCHANT ESTABLISHMENT USAGE

i) The Card is accepted at all electronic Point-of-Sale terminals at merchant establishments in India which display the **RuPay** Electron logo.

ii) The Card will be accepted only at Merchant Establishments that have EDC swipe terminals. Any usage of the Card other than electronic use will be deemed un-authorized and the Cardholder will be solely responsible for such transactions.

iii) The Cardholder is required to sign the sales slip and retain a copy of the same whenever the Card is used at merchant establishments. Bank will not furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder but which can be proven, as being authorized by him/her, will be deemed to be his/her liability.

iv) Bank will not accept any responsibility for any dealings the merchant may have with the Cardholder, including but not limited to the supply of goods and services so availed or offered. If the Cardholder has any complaint relating to any RuPay Electron merchant establishment, he should resolve the matter with the merchant establishment and failure to do so will not relieve him/her from any obligation to the Bank.

v) Bank accepts no responsibility for any charges over and above the value/cost of transactions levied by any merchant establishment and debited to Cardholder account alongwith the transaction amount.

vi) A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited into

no circumstances shall the Bank be liable for any damages, whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character of whatsoever nature and whether sustained by the Customer or any other third party.

Termination

1. Abhyudaya Bank reserves the rights to cancel/withdraw the debit Card or any of the other services offered at any time without prior notice and without assigning any reason.

2. In the event that the cardholder decides to terminate the use of the RuPay Card, the Cardholder shall give Abhyudaya Bank not less than 7 days prior notice in writing and forthwith return the Card and any additional cardholder Cards (if not required) cut into several pieces through the magnetic strip to Abhyudaya Bank. The Cardholder will be responsible for all the card facilities and related charges incurred on the RuPay Card after the Cardholder claims to have destroyed the Card, notwithstanding the termination of the applicability of these terms and conditions. The Cardholder will be responsible for all the charges incurred on the RuPay Card whether or not the same are a result of misuse/fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.

3. The RuPay Card issued by the Bank is the property of Abhyudaya Bank and must be returned to an Officer of Abhyudaya Bank immediately and unconditionally upon request. Please ensure that the identity of the Bank Officer is established by you before handing over your card.

4. Abhyudaya Bank shall be entitled to terminate the RuPay Card facility with immediate effect by sending written notice to the Cardholder and the Card shall be returned to the Bank upon the occurrence of any of the following events:

i) Failure to comply with the terms and conditions herein set forth.

ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with Abhyudaya Bank.

iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.

iv) Demise of the Cardholder.

5. If there is any change in the features of the Card and it is deemed necessary by the Bank to withdraw such cards then also the RuPay Card should be returned to Abhyudaya Bank prior to the date upon which any changes are to take effect. In case of the Cardholder's rejection of any of the proposed changes to the features, charge or terms and conditions

be construed as an agreement, either expressed or implied that Abhyudaya Bank is bound to grant any overdraft facility whatsoever.

4. Abhyudaya Bank makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholder. Abhyudaya Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

5. In all matters relating to the Debit Card, the decision of the Bank shall be final and binding in all respects.

LIMITATION OF BANK'S LIABILITY

The Bank shall not be liable to the Customer or to any third party, for any loss or damage suffered due to the following reasons:-

- a) Any action carried on by the Bank, based upon the instructions of the Customer by exercising due diligence and reasonable care.
- b) Any action carried on by the Bank in good faith based upon the instructions of the customer.
- c) Any unauthorized and illegal transactions occurring through the use of Bank Account(s), which can be attributed to the fraudulent or negligent conduct of the customer.
- d) Intrusion or hacking into the computer system/network or communication network of the Bank.
- e) Failure to carry out any instructions of the Customer due to insufficiency of balance in the Customer's bank account(s).
- f) Failure of the customer to access the Bank account due to any Force Majeure Event or any Technical Problems or any other reason beyond the control of the Bank.
- g) Failure of the customer to inform the Bank when the Customer's Bank account is being illegally used by third parties for carrying out unauthorized and illegal transactions.
- h) Failure of the Customer to keep confidential and secure, PIN or any passwords, keywords or other identification marks given to the Customer for operating the Bank account and/or card.
- i) Failure of the Customer to inform the Bank regarding any changes in the Customer's Personal information or Account information or other material information.
- j) Any consequential or indirect loss or damage arising from or related to the loss / use of the Card and related PIN, howsoever caused. Breach of any of the other terms and conditions stated herein by the customer. Under

Cardholders Account (less cancellation charges) after it is received from the merchant. Unlike debit transactions, credit transactions are not given effect online, hence if the credit is not posted in card account within 30 days from the day of refund, the Cardholder will notify the Bank, along with a copy of the credit note from the merchant.

vii) In case of card linked to multiple accounts, transaction at merchant establishments will be effected only on the primary account. In case there are insufficient funds in the said account, the Bank will not honor the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Card.

viii) The Card should not be used at Hotels during check-in and also at other locations / merchant establishments where advance payment is required even before completion of the purchase transactions or services.

ix) The Card should not be used for any Mail order/Phone purchases and any such usages will be considered unauthorized and the Cardholder shall be solely responsible.

x) The Card should not be utilized for payment of subscription to foreign magazines/periodicals and any such usage will also be considered as unauthorized.

xi) The Cardholder agrees to use the Card upto an amount limited for a cycle of 24 hours, as may be prescribed by the Bank from time to time.

FEES

i) Bank's Debit Card is currently offered free of charge. However, Bank reserves the right to levy actual fees at a later date without prior notice. Such fees if and when levied will be debited to Cardholder's primary account on the Cardholder's approval/renewal at Bank's discretion. These fees are not refundable. Charges for other services will be debited at prevailing rates.

ii) Transaction fees for cash withdrawals/balance enquiry and / or wherever applicable, will be debited to the account at the time of posting the Cash withdrawal/balance enquiry or wherever applicable.

iii) The charges / fees applicable on usage of the Debit Card may be revised/changed by the Bank from time to time without prior intimation to the Cardholder(s).

DISCLOSURE OF INFORMATION

i. The Cardholder shall provide any information, records or certificates relating to any matters that the Bank deems necessary, as and when requested by Bank. The Cardholder will also authorize the Bank to verify the veracity

of the information furnished by whatever means or from whichever source deemed necessary. If the Cardholder declines to provide the information or provides incorrect information, the Bank at its sole discretion may refuse renewal of the card or cancel the card forthwith.

ii. The Bank reserves the right to disclose, in strict confidence, to other institutes, such information concerning the Cardholder's account as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer Network.

iii. The Bank also reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central or State Government or as provided under law.

INSURANCE

i) The Cardholder may, under the Card, be offered various insurance benefits from time to time by the Bank through a tie up with an Insurance company. The Cardholder specifically acknowledges that he/she shall not hold the Bank responsible for any matter arising out of or in conjunction with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the insurance company.

ii) The Insurance company will be solely liable for settlement of the claim. Further the Cardholder also agrees that the Bank may at any time (in its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the Bank to continue this benefit.

STATEMENT AND RECORDS

i. The records of Card Transactions will be available on the account statement issued by the Bank and/or account passbook which is to be got updated by the customer. It will be obligatory on the part of the customer to get his/her passbook updated from the branch where he is maintaining Card account at least once in a month. Any discrepancy in the statement or transactions must be reported by the Cardholder to the Bank within 15 days from the statement date.

ii. The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

DISPUTES

i. In case of purchase transactions, a sales slip with the signature of the Cardholder together with the card number noted thereon shall be conclusive evidence between the Bank and the Cardholder as to the extent of the liability incurred by the Cardholder. The Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed of the services to the Cardholder's satisfaction.

ii. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement/passbook or as otherwise determined by the customer within 45 days of the receipt of notice of disagreement. If after such effort Bank determines that the charge is incorrect then it shall communicate the same to the Cardholder.

iii. The Bank accepts no responsibility for the refusal by any establishment to honour the Card whether due to technical reason or otherwise.

iv. This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, India, irrespective of whether the application for issuance of card was submitted to any branch of the Bank, or even where any other Court may have concurrent jurisdiction in the matter.

v. The Cardholder shall be liable for all the costs associated with the collection of dues, legal expenses or where legal resources have been utilized in the Resolution of a dispute.

General

1. The Cardholder will promptly notify Abhyudaya Bank in writing of any change in his/her employment and/or office and/or residential address, Email ID, telephone number and mobile number.

2. Abhyudaya Bank reserves the right to add, delete or modify any of the terms and conditions, policies, features and benefits which would be made available on the Bank's website www.abhyudayabank.co.in. Use of the card after update on the website constitutes the Cardholder acceptance to the revised terms & conditions.

3. If a cardholder, by using the card, draws an amount in excess of the card balance available or overdraft limit permitted by Abhyudaya Bank, the cardholder(s) will pay Abhyudaya Bank unconditionally the entire amount overdrawn with interest and penalties, if any, at a rate of 18% p.a. or such rate as the Bank may decide. However, this should not