

## Terms & Conditions on RuPay Debit Card

- 1. Meanings:** The term 'Bank' refers to the The Nav Jeevan Co.-op. Bank Ltd. 'ATM' refers to the Automated Teller Machine installed at the 'Branches of the Bank', 'Card Holder' refers to the Authorized user of 'Rupay-Debit-Card', 'ATM Account' refers to the Authority of operating an ATM Account, The 'CIB' refers to Card issuing Branch of the Bank and 'ITC' refers to information Technology Cell at Head Office of the Bank As the context may require words herein denoting the singular only shall be deemed to include the plural gender. Any notice there under to any such person shall be deemed effective notification to all such persons, if the person who signs and agrees to be bound by terms and conditions is a female as the context may require, words herein denoting the male gender also shall be deemed to mean include the female gender.
- 2. ATM-Account Eligibility:**
  - a) A satisfactorily conducted savings / current account or any other account as specified by the Bank to be eligible for opening of an 'ATM 'Account. Such account shall be referred to as "ATM Account.
  - b) The cardholder shall give his/her preference of such account(s) held by him/her in writing on the application form for the issue of "Rupay- Debit Card".
  - c) A Minor's account or an account in which 1 minor is a joint account holder, is not eligible for opening "ATM Account".
  - d) An account operated under joint signature(s) shall not be eligible to be an "ATM Account".
- 3. Joint Accounts:** In case of joint accounts, where only one card is issued to a joint account holder, the other joint account holders shall expressly agree with and give their unconditional, consent on the application form for issue of Rupay-Debit-ATM Card and having signed on the application shall be presumed having consented, agreed & accepted The terms & Conditions of Rupay-Debit-ATM Card and liable for all such transactions. If more than one person signs and agrees to be bound by terms and conditions, the obligation of such person there under shall be joint and several. In Case any of the Joint Account Holder(s) gives "Stop Payment, Stop Transaction" Instruction in respect of operations through the use of RuPay-Debit-Cum-ATM Card, on any of the account held jointly be them, no operation will be allowed on such account(s) through the use of RuPay-Debit Card. The "Stop Payment, Stop Transaction" instruction can be given only in respect of such account in which he or she are joint account holder(s).
- 4. ATM/Debit Card - PIN (Personal Identification Number):**
  - a) PIN-Select: Each Rupay Debit Card holder shall be issued his/her "Personal Identification Number" (PIN) to gain access to the ATM and other services offered under NFS network. The Card holder should generate card PIN using Green PIN option through our bank's ATM machine. The PIN should not disclosed or revealed to any third party under any circumstances. Cardholder should not keep his /her card & pin together. The card holder should keep memory of his/her PIN and maintain its secrecy to avoid any misuse and keep custody of Rupay Debit Card safe and inaccessible. The cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorized use of Rupay Debit Card and shall be liable for any increased liability which may incur on account of unauthorized use of the PIN & Rupay-Debit Card.
  - b) PIN Change: It is advisable that the Cardholder should change card PIN periodically. At the time of changing PIN, select a unique PIN, which cannot be easily guessed.
  - c) PIN Safety: Any wrong PIN fed into ATM machine for more than three occasions consecutively, your card is block for next 24 hours.
  - d) Rupay-Debit Card Safety: It is sole responsibility of card holder to preserve the card in good condition. Always ensure to keep Rupay-Debit Card safely in pouch to prevent any physical damage to magnetic strip/chip and not expose it to magnetic fields, heat, water and dust anytime. If the card is broken or unreadable it will be considered as invalid card & new card will be issued on an application by card holder & on handing over of such invalid card for cancellation to bank. Any issuance of new card will be chargeable.
  - e) Rupay-Debit Card Validity: The Rupay-Debit Card will be valid upto last day of month and year mentioned on card.
- 5. Cash Withdrawal Limit:**
  - i) Rs.25000/- per day/per card subject to availability of balance in Customer Account.
  - ii) Cash withdrawal limit at other bank's ATM will be Rs. 10000/- per instance up to maximum of Rs.25000/- (our Card Limit).

- 6. ATM Features:** The facilities offered under ATM shall include:
- i) Withdrawal of cash by the Card Holder from his ATM-account up to a certain amount / limit only as fixed by bank' from time to time & date during a cycle of 24 hours.
  - ii) Enquiry about the balance in ATM account.
  - iii) Request for changing PIN. Any additional facilities made available by bank from time to time.
- 7. Minimum Balance:** Minimum balance at all times in account shall have to be maintained as may be specified by the Bank from time to time. The bank has discretion to levy penal interest or service charges as per the Bank's rules from time to time, if minimum balance is not maintained at any time. The Bank reserves the right to discontinue "Rupay-Debit-Card" Facility to any cardholder without giving any further notice, and/or without incurring any liability or responsibility whatsoever by withdrawal of such facility.
- 8. Bank's Lien:** The bank shall have the paramount right of set-off & lien, irrespective of any other lien/charges, present as well as future on the deposit of any kind & nature (including fixed deposits) held/balances lying in any accounts of the Card Holder/s, whether in single name or joint name(s) & on any monies, securities, bonds & all other assets, documents & properties held by/under the control of the bank (whether by way of security/otherwise pursuant to any contract entered / to be entered into by the Card Holder/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and / or used by the Card Holder/s and/or as a result of any other facilities that may be granted by the bank and/ or its group companies to the Card Holders. The bank is entitled without any notice to the card holder to settle off any indebtedness whatsoever owed by the card holders to the bank hereunder/under any other document/ agreement, by adjusting, setting off any deposit(s) and / or transferring monies lying to the balance of any account(s) held by the Card Holders with the Bank. The Bank's rights hereunder shall not be affected by the Card holders' bankruptcy, death / winding-up. It shall be the card holders' sole responsibility & liability to settle all disputes/objection with any such joint account holders.
- 9.** In Addition to the above mentioned right / any other right which the Bank may at any time be entitled whether by operation of law, contract / otherwise, the Card Holder authorized the Bank:
- a) to combine / consolidate at any time all/ any of accounts & liabilities of the Card Holder with or to any branch of the Bank:
  - b) to sell any of the Card Holders' securities/properties held by the Bank by way of public/private sale without having to institute any judicial proceeding whatsoever and retain/ appropriate from the proceeds derived therefrom the total amounts outstanding to the Bank for the Card Holder/s, including cost and expenses in connection with such sale.
- 10. Non transferability:** Rupay-Debit Card is non- transferable under any circumstances and shall be used only by the card holder.
- 11. Loss/Theft of card:** In case of loss or theft of the Rupay-Debit Card, the cardholder shall intimate bank immediately on same date in writing of loss or theft of Rupay-Debit Card. The cardholder shall, however be responsible and liable for all transactions effected by the use of the card till it is cancelled. Account holder will have to give in writing application for issuance of new card. Another Rupay-Debit Card will be issued to accountholder in lieu of lost/stolen Rupay-Debit Card on payment of duplicate card fees / charges.
- 12. Refusal / termination / withdrawal of RUPAY-DEBIT CARD:** The Bank has absolute right and sole discretion to refuse to issue or to renew or to cancel or to suspend or to call off or to withdraw facility for reasons of misuse, malfunction, tampering of ATM, nonpayment of account charges, interest, dues etc. without giving prior notice.
- 13. Indemnification:** Rupay-Debit Card holder shall indemnify the Bank for the loss or damage caused, directly or indirectly, by his act of commission/ omission contrary to any of the terms and conditions, or even otherwise.
- a) In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholders hereby agree to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal inquiry costs, charges and expenses which the Bank may at any

time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or non-compliance of the rules, terms and conditions relating to the Card and the Account and/or fraud or dishonesty relating to any transaction by the Cardholder or his employees or agents.

- b) The Cardholder agrees to indemnify the Bank for any machine/mechanical error/failure. The Cardholder shall also indemnify the Bank fully against any loss-on account of misplacement by the courier or loss-in-transit of the Card.
- c) Without prejudice to the foregoing the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:
  - Any defect in quality of goods or services supplied by Merchant Establishments.
  - The refusal of any person to honor or accept the Card.
  - The malfunction of any computer terminal, ATM or POS terminal.
  - Effecting transaction instructions other than by a Cardholder.
  - Handing over of the Card by Cardholder to anybody other than the designated employees of the Bank at the Bank's premises.
  - The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date printed on its face, whether such demand and surrender is made and/or procured by the Bank or any person or computer terminal, ATM or POS terminals.
  - 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 honor or accept the Card.
  - Any misstatement, misrepresentation, error or omission in any detail disclosed by the Bank.
- d) Except as otherwise required by law, if the Bank receives any process summons, order injunction, execution decree, lien, information or notice which the Bank in good faith believes calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by Cardholder, to transact on the Card, the liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.
- e) The Bank reserves the right to recover from the Cardholder's Account a reasonable service charge and any expenses it incurs, including but not limited to reasonable legal fees, due to legal action involving the Cardholder's Card.
- f) In case the account gets overdrawn due to any reason, the Cardholder should provide enough funds to bring it in credit. For every occasion when the account is overdrawn, flat fee is levied, in addition to the interest. The flat fee and interest shall be recovered at the rate determined by the Bank from time to time.
- g) In the event of an Account being over drawn due to Card transaction, the Bank reserves the right to set off such amount against any credit lying in any of the Cardholder's other accounts held singly or jointly without giving any notice, wherever applicable.
- h) Nothing in these terms and conditions shall affect the Bank's right of set-off, transfer and appropriation of monies pursuant to any other agreements from time to time subsisting between the Bank and Cardholders

#### **14. DISPUTES**

- A) The Bank accepts no responsibility for refusal by any Merchant Establishment to accept and /or honor the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment, 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 liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder satisfaction.
- B) The Bank shall make bona fide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the charge indicated in the statement / passbook.
- C) Within two months of receipt of the notice of disagreement and if after such efforts, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details that may or may not include a copy of the sales slips or payment requisition. Any dispute in respect of



Shared Network ATM Transaction will be resolved as per regulations of the respective network. The Bank does not accept responsibility for any transaction the Cardholder may have on the Shared Network. Should the Cardholders have any complaints concerning any shared Network ATM, the matter should be resolved by the Cardholder with the Shared Network, and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of the complaint immediately.

- 15. Closure /Termination:** "RuPay Debit Card" holder may discontinue this facility any time by a written notice to the Bank and returning the Card to the Bank cut into two pieces diagonally or if desires to close the ATM account or terminate ATM facility can do so provided minimum 2 working days prior written notice to CIB is given along with surrendering "RuPay Debit Card" to CIB of the Bank. The closure of such account will be allowed only on settlement of all dues in connection with ATM facility. The Bank shall be entitled to discontinue this facility at any time by canceling the Card with or without assigning any reason what so ever.
- 16. Account Status Change:** Any change in the mode of operation, transfer or change of "RuPay Debit Card" account shall not be allowed unless - "Bank's written permission is sought. For any change or transfer "RuPay Debit Card" will have to be surrendered to the bank and a fresh card will be issued on payment of fees / charges.
- 17. Ownership of RuPay Debit Card:** RuPay Debit Card shall be the property of the bank and will be surrendered to the Bank on request or in the event of card Holder no longer requiring the service. The Bank reserves the right to disclose, in Strict Confidence, to other institutions, such information concerning the card holder's account as may be necessary or appropriate in connection with its participation in any ATM or Electronic Fund Transfer Network.
- 18. NOTIFICATION OF CHANGES.**
- a) The Bank has the absolute discretion to withdraw the Card and/or the services thereby provided or amend or supplement any of the above terms and conditions at any time without prior notice to the Cardholder.
  - b) All authorizations and power conferred on the Bank are irrevocable.
- 19. Authority & Responsibility:** The Bank shall not be responsible for any loss or damage arising directly or indirectly as a result of any malfunction/failure of the "RuPay Debit Card" or the temporary insufficiency of funds in such machine or otherwise whatsoever. The Bank reserves the right to limit the amount which may be withdrawn by cardholder daily any time without giving, any prior notice. The Bank also reserves the right to restrict the ATM to certain Hours of the day as may be notified and displayed from time to time.

The Bank reserves the right to amend, add or delete any of terms & conditions or rules without prior notice to ATM account Holder.

It is sole responsibility of the cardholder, for the transaction done by "RuPay Debit Card" as with card holder's knowledge or authority, express or implied. Bank will not be held responsible for any unauthorized transactions on the Debit Card.