

Terms and conditions governing the issue and usage of SIB's Debit Cards

Terms & Conditions for Debit Cards

These Terms and Conditions apply to and regulate the issuance and usage of debit cards offered by The South Indian Bank Ltd. to account holder and/or any person authorised by the accountholder, when there are more than one signatory to an Account.

These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by The South Indian Bank Ltd. from time to time.

The words and phrases included in this document have the meaning set opposite them unless the context indicates otherwise:

1. "Card" or "Debit Card", refers to The South Indian Bank Ltd. MasterCard / Visa / RuPay Debit Card issued by The South Indian Bank Ltd. to an account holder.
2. "Bank" means The South Indian Bank Ltd, a banking company Incorporated in India under the Companies Act 1956 and having its registered office at SIB house, T.B. Road, Mission Quarters, Thrissur - 680 001 and all its branch offices and includes its successors and assigns.
3. "Cardholder" refers to the accountholder of The South Indian Bank Ltd.
4. "Account(s)", refers to the Cardholder's Savings or Current Accounts that have been designated by The South Indian Bank Ltd. to the eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the account holder, or sole signatory or authorised to act alone, when there is more than one accountholder / signatory.
5. "Transaction" means any instruction given by a cardholder to the Bank using the Card directly or indirectly to effect action on the account. (Examples of transactions can be retail purchases, cash withdrawals, cash / cheque deposits, etc.).
6. "ATM" / "Participating ATMs" means any Automated Teller Machine, whether in India or overseas, whether of The South Indian Bank Ltd. or a specified Shared Network like VISA/MasterCard/RuPay, at which, amongst other things, the Cardholder can use his Card to access his funds in his Account, held with The South Indian Bank Ltd.
7. "PIN" means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by The South Indian Bank Ltd., chosen by him from time to time.
8. "Account Statement" means a periodic Statement of Account sent by The South Indian Bank Ltd. to a Cardholder, setting out the transactions carried out by the Cardholder(s) during the given period, and the balance on that account. It may also include any other information that The South Indian Bank Ltd. may deem fit to include.
9. "Merchant Establishment" shall mean such physical and/or virtual establishments, wherever located, which honor a VISA / MasterCard / RuPay and shall include, among others, stores, shops, restaurants, hotels and airlines cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).
10. "Merchant" means any person who owns or manages or operates a Merchant Establishment.
11. "EDC" or "Electronic Data Capture", refers to electronic Point-of-Sale swipe terminals, whether in India or overseas, whether of The South Indian Bank Ltd. or any other bank

on the shared network like VISA/MasterCard/RuPay, that permit the debiting of the account(s) for purchase transactions from merchant establishments.

12. "MasterCard / Visa / RuPay" means a trademark owned by and normally associated with MasterCard / Visa / RuPay International.
13. "MasterCard / Visa / RuPay ATM Network" means ATMs that honour the Debit Card and that display the MasterCard / Visa / RuPay symbols.
14. "Terms" refer to the terms and conditions for issuance and usage of the card as more particularly stated hereinafter.
15. Use of terms "you", "your", "him" "he" or similar pronouns shall where the content so admit, mean the Cardholder and reference to masculine gender would include the feminine gender.

APPLICABILITY:

- The Terms form the contract between the Cardholder and The South Indian Bank Ltd.. the Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by activation through ATM or after 15 days have elapsed since the Card was dispatched to his address on record. The Terms will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities including but not limited to enquiry on transactions, Statement details through The South Indian Bank Ltd. Customer Care Center, The South Indian Bank Ltd. internet banking and/or any other channels, shall at all times continue to be bound by the terms and conditions stipulated by South Indian Bank Ltd. from time to time for such services / facilities.
- The issue and usage of card shall be subject to the Reserve Bank of India ("RBI") regulations, Exchange Control regulations of the RBI, Foreign Exchange Management Act, 1999 ("the Act") all the rules and regulations framed under the Act and as serviced from time to time and any other corresponding enactment in force from time to time.
- In the event of noncompliance by Cardholder with the same, the Cardholder shall be liable for action under the Foreign Exchange Management Act, 1999 and such other laws of the land.
- The card may be used by Cardholders going abroad within the foreign exchange entitlements as stipulated by RBI from time to time, for all bonafide personal expenses, for personal use, provided the total exchange drawn during the trip abroad, does not exceed the entitlement. The cardholder shall also endorse his passport for availing Foreign Exchange under Basic Travel Quota (BTQ). The entitlement of exchange should be ascertained (prior to the trip) from the authorised dealer branches of the Bank. The card cannot be used for effecting remittances for which the release of exchange is not permissible under the present regulations.

ISSUANCE OF INTERNATIONAL DEBIT CARD TO BHUTANESE NATIONALS :

- The reimbursement of expenses incurred by Bhutanese Nationals on their International Debit Card abroad, should be exclusively out of inward remittance to their accounts in India.

- The card can be used in India and abroad but cannot be used in Nepal and Bhutan for withdrawal of foreign currency;

ACCEPTABILITY:

- The card shall be acceptable only for transactions as permitted by the Bank from time to time in India and abroad at the Participating ATMs, Online sites and POS terminals. The Bank reserves the right to change the transaction set without any notice to the cardholder.

PROPRIETY:

- The card is the property of the Bank and must be returned to an authorized person of the Bank without demur on request.

USAGE GUIDELINES:

The period within which the cardholder's account would normally be debited and period applicable with respect to cheque issue request will be as determined by bank from time to time.

- The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual.
- The Cardholder will sign the Card immediately upon receipt. The Cardholder must change the PIN assigned by The South Indian Bank Ltd. after the first usage and choose another PIN as a safety measure for secured usage of the Card. The PIN should never be disclosed to any person including the staff of the Bank as well as other Banks whose ATMs are termed as Participating ATMs, officials of MasterCard/VISA/RuPay terminals at Merchant Establishments or written down in any form under any circumstances whatsoever. Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the cardholder's risk.
- The Cardholder will be responsible for all facilities granted by The South Indian Bank Ltd. and for all related charges and shall act in good faith in relation to all dealings with the Card and The South Indian Bank Ltd.
- The South Indian Bank Ltd. reserves the right to change the types of Transactions supported by the Card subject to a notice being given to the Cardholder. The Cardholder shall notify The South Indian Bank Ltd. immediately of any error or irregularity in maintaining the Account/ Card by The South Indian Bank Ltd. Ltd. at Bank's 24-Hour Customer Care Centres or by way of written communication or by fax to his branch of The South Indian Bank Ltd. or such other mode as may be acceptable to The South Indian Bank Ltd.
- The cardholder agrees that he will be allowed to withdraw/purchase only a certain amount of cash per calendar day as announced from time to time irrespective of the credit balance in the accounts.
- 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 him. In the event of account getting overdrawn, he will have to

rectify the account balance position immediately with charges, penal interest levied by the Bank from time to time.

- When requested by the Bank, the cardholder shall provide any information records or certificates relating to any matters in relation to his card account.
- International Debit Cards can be used only for permissible current account transactions under the Foreign Exchange Management Act (FEMA), 1999 (and/or any other applicable laws) and the item-wise limits as mentioned in the Schedules to the Government of India Notification No.G.S.R. 381(E) dated May 3, 2000, as amended from time to time, are equally applicable to payments made through use of these Cards.
- International Debit Cards can be used on Internet for any purpose for which exchange can be purchased from an authorized dealer in India. International Debit Cards cannot be used on internet for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, and payment for call-back services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc. or any illegal activities; no withdrawal of foreign exchange is permitted for such items /activities. The Cardholder is under an obligation not to countermand an order/ Transaction which he/she has conducted with the Card.

LOST/STOLEN CARD:

- Loss or theft of the card must be reported to any of the branches of the Bank by the cardholder in writing along with a copy of a First Information Report (F.I.R) lodged with the local police. Pending obtention of FIR, the card holder may also fax or submit his written intimation of loss or theft to the issuing branch/24 hour Toll Free centre (+91 9446475458). The cardholder will be liable for all the transactions until the card is hot-listed by the Bank. The Bank will upon adequate verification hotlist/cancel the card following the receipt of such intimation and recover charges for hot listing as applicable from time to time from the cardholders account.
- Issue of replacement card for lost/stolen card will be made by the Bank at its sole discretion upon payment of prescribed charge.

EXCLUSION OF LIABILITY:

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

- Refusal by any ATMs/ Merchant Establishment , or other member bank to honour or accept a Card
- Effecting transaction instruction other than by a Cardholder or misuse of card due to the cardholders negligence, mistake, dishonesty, misconduct, fraud or handing over the card to unauthorized person.
- Non functioning of the ATMs/Merchant Establishment and Other Shared Payment Network System like VISA/MasterCard/RuPay or Banks network due to machine, mechanical errors/failures or any other reasons beyond the control of the bank.
- The exercise by the Bank of its right to demand and procure the surrender of the card by itself or by any person or computer terminal prior to the expiry date exposed on its face.
- The exercise by the Bank of its right to terminate any Card.

- Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank.

FEES

- Transaction fees for cash withdrawals / balance inquiry and / or other related charges wherever applicable, will be debited to the account at the time of posting the cash withdrawal / balance inquiry or as the case may be.
- All transactions in foreign currency will be billed and recorded to Cardholder's Bank Account statement in Indian Rupees. I/We hereby authorise The South Indian Bank Ltd. and MasterCard / Visa / RuPay to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof, at such rates as Bank / MasterCard / Visa / RuPay may from time to time designate. The exchange rate used for all foreign currency transactions decided by the Bank will be binding on the cardholder.
- The Charges / Fees applicable on the usage of the Debit Card may be revised / changed by The South Indian Bank Ltd. from time to time, with prior information to the Cardholder(s). Notice/Information put up on the Bank's Branch Notice Board/ATM counters/Website/E-mailers to customers' registered E-mail ID/SMS will be treated as adequate and complete notice for this purpose.

BANK'S LIEN

- The Banks' right of set-off and lien shall extend to all outstanding dues whatsoever arising as a result of the card services extended to and/ or used by the Cardholder.
- If there is no sufficient balance in the account to set off the amount due to The South Indian Bank Ltd., a lien will be marked for net amount and any subsequent credit to the account will be first set off towards the amount due to The South Indian Bank Ltd.

TERMINATION OF FACILITY:

- The cardholder may discontinue this facility any time by a written notice to the Bank accompanied by the return of the card cut diagonally into two pieces. The cardholder will be responsible for all Transactions undertaken using the card, card facilities availed, charges etc. notwithstanding the termination of this agreement.
- The Bank shall be entitled to discontinue this facility with immediate effect at any time on account of non fulfilment of terms and conditions by the cardholder, by cancelling the card with or without assigning any reason whatsoever by its convenient mode of communication and shall be deemed to have been received by the Cardholder upon posting to the Cardholders' address in India, last notified in writing to the Bank.

DISCLOSURE:

- The bank 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 Government or state Government or such other agencies directed by RBI from time to time.
- Unless specifically opted out each Card Holder's usage of Card at POS terminals will enable Card Holder to accrue reward points (subject to existence of any reward point accumulation scheme declared by The South Indian Bank Ltd from time to time). For the

Card Holder to redeem, reward points, if any, accrued in his account with any scheme partner of The South Indian Bank Ltd, the Bank requires to share Card Holders details with scheme partners. Card Holder unconditionally authorise The South Indian Bank Ltd to share Card Holder's details with scheme partners as required by The South Indian Bank Ltd.

UNCONDITIONAL ACCEPTANCE:

- These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any accounts of the customer and forms a contract between the Bank and the cardholder.
- The cardholder shall be deemed to have unconditionally agreed to have accepted the terms and conditions by signing the card application form and/or acknowledging the receipt of the card in writing and/or signing the card on the reverse and/or performing a transaction with the card or after 15 days have elapsed since the date the card was dispatched to his recorded address on account at the time of issue / renewal/ replacement of the card.
- The Bank reserves the right to revise policies, features and benefits offered on the card and alter these terms and conditions from time to time and may notify the card holder any such alterations in any manner it thinks appropriate. The cardholder will be bound by such alterations.

SETTLEMENT OF DISPUTES:

- The cardholder agrees that any dispute in relation to issue and usage of the card or whatsoever matter connected to it will be settled by the arbitration as per the rules of Indian Arbitration and Conciliation Act 1996. Further that the MD & CEO of The South Indian Bank Ltd. or any other person nominated by him will be the sole arbitrator and that the place of arbitration will be Thrissur, Kerala.

REPLACEMENT OF EXISTING TERMS:

These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by The South Indian Bank Ltd. Ltd. from time to time.

GOVERNING LAW & JURISDICTION:

The terms and conditions mentioned hereinabove, the usage and operation of the card shall be governed by the laws of India and all disputes shall be support to the exclusive jurisdiction of Courts in Thrissur. I / We understand that upon issue of the SIB Debit Card to me/us, the ordinary ATM cards linked to my/ our account will be de-activated.