

CREDIT CARD TERMS & CONDITIONS

The customer agrees that availing of Credit Card Services is subject to the following terms and conditions as well as the general Terms and Conditions and Rules for Accounts and Services of the Bank, as may be issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by the Reserve Bank of India ("RBI") or any other statutory or regulatory authority ("Terms and Conditions").

1. GENERAL:

- 1.1 Reference to any gender herein would include the other gender as well.
- 1.2 Words importing the singular shall, where the context admits, include the plural

2. DEFINITIONS:

- 2.1. "Account" means an account maintained by the Bank under the general Terms and Conditions and Rules for Accounts and Services of the Bank.
- 2.2. "Applicant" means: (i) Any person who has signed the Dhanalakshmi Bank Credit Card application form (ii) Any person who has submitted an online Dhanalakshmi Bank credit card application (iii) Any person who has signed or used the card.
- 2.3. "Add-On Card" means an additional card issued to a person nominated by the Primary Cardholder.
- 2.4. "Add-On Cardholder" means a person to whom the Add-On Card is issued and the liability for payment of dues there under is of the Primary Cardholder.
- 2.5. "Authorised Dealer" refers to a person or offshore banking unit authorised to deal in foreign exchange or foreign securities as defined in Section 2(c) of Foreign Exchange Management Act, 1999 ("FEMA");
- 2.6. "Card / Credit Card" refers to the Credit Card issued to the Cardholder including Gold, Platinum & Signature Credit Cards offered by the Bank and any other variation as may be introduced by the Bank from time to time including an Add-On Card.
- 2.7. "Card Account / Credit Card Account" means any eligible account(s) opened and maintained by the Bank for operations through the use of the Card, simultaneously with issuance of the Card.
- 2.8. "Card Account Statement" means the statement sent by the Bank to the Primary Cardholder at periodic intervals indicating the credits and the debits to the Card Account & any other relevant account information or offer.
- 2.9. "Cardholder" or "Member" refers to a customer to whom the Card has been issued under these Terms and Conditions including an Add-On Cardholder.
- 2.10. "Cash Limit" means the maximum amount of cash or equivalent of cash as defined or prescribed by the Bank that the Cardholder and the Add-On Cardholder can withdraw on the Card Account. Such limit shall form a subset of the Cardholder's Credit Limit.
- 2.11. "Credit Limit" is the maximum limit assigned to the particular Cardholder after an assessment by the Bank and which is attached to the Card Account.
- 2.12. "EDC" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in India or overseas, whether of the Bank or a shared network at which, amongst other things, the Cardholder can use his Card issued by the Bank to initiate a transaction at a Merchant Establishment.
- 2.13. "Electronic Media" means inter alia ATMs, Phone (including fax), Mobile, Internet, and POS.
- 2.14. "EXIM" refers to the Export Import Policy of India, as stipulated by the RBI, including all amendments from time to time.
- 2.15. "International Transactions" refers to Transactions done by the Cardholder on his Card outside India, Nepal and Bhutan.
- 2.16. "Dhanalakshmi Bank" or "Bank" or "the Bank" or "Dhan" or "we", "us", "our" mean The Dhanalakshmi Bank Limited a banking company incorporated under the Companies Act, 1956 having its registered office P No 9, Dhanalakshmi Building, Naickandal, Thiruvallur - 680 001, India and its branches and includes, unless it is repugnant to the context or meaning thereof its officials, employees, agents, contractors, consultants, representatives, successors, assignees, content providers and any such persons or entities, who are affiliated or associated with the Bank for any purpose, in relation to any of the Accounts or provision of services or any other Bank operations, except where the Bank has itself excluded any such person or entity here from.
- 2.17. "Merchant" / "Merchant Establishment" / "Participating Merchant Establishment" (PME) means any establishment wherever located which the Bank and or other VISA/Mastercard member banks have approved and made arrangements with to accept and honour Cards for the sale of goods and services to Cardholders and includes among others, stores, shops, restaurants, airlines, advertised by the Bank, or the merchant as honouring a VISA Card. It shall also mean any company, corporation, establishment, firm, association of persons or individual or any entity as may be declared by Bank from time to time, wherever located, which is designated as Merchant and / or with whom there is an arrangement with the Bank for rendering services to Cardholders.
- 2.18. "Participating ATMs", "PA" or "ATMs" include Automated Teller Machines (ATMs) of the Bank and ATMs belonging to other banks that are participating in shared payment network of Visa at which the Cardholder can use the Card.
- 2.19. "PIN" or Personal Identification Number means and includes any randomly generated secret and confidential code, allotted by the Bank to the Cardholder and/or subsequently changed by the Cardholder as per his choice, in relation to the Card for the purpose of Cash Withdrawal.
- 2.20. "POS" means Point of Sale Terminal whether in India or overseas, whether of the Bank or a shared network, at which amongst other things, the Cardholder can use his Card to access the funds in the Card Account(s) held with the Bank.
- 2.21. "Primary Cardholder" means an applicant in whose name the Bank has opened the Card Account.
- 2.22. "Primary Card" means the Dhanalakshmi Bank Credit Card issued to the Primary Cardholder.
- 2.23. "Reward Program" refers to the Dhanalakshmi Bank Rewards Program.

- 2.24. "Sales Slip"/"Charge Slip" refers to a slip generated at the Terminal or by the PME reflecting the value of Transaction/s by the Cardholder on PA/PME/Terminal which is to be retained by the Cardholder for records & to effect payments to the bank.
- 2.25. "Standing Instructions" are debit instructions given by the Cardholder to the Bank in the manner specified, which are to be executed on future dates, during a period specified by the Cardholder at a time interval or upon happening of the event specified by the Cardholder.
- 2.26. "Terminal" includes all software peripherals and accessories at the location of PME required to run the devices for processing the transactions of the Cardholder & include Electronic Data Capture (EDC) terminals, VISA Terminal, printers, Personal Identification Number (PIN) pads.
- 2.27. "Transaction" means any instruction given by a Cardholder to the Bank using the Card directly or indirectly on an ATM or PME or Electronic Media to effect the transaction by accessing the Card Account.
- 2.28. "Visa" or "Visa Electron" shall mean a mark owned by Visa International.
- 2.29. "Visa/PLUS ATM Network" shall mean ATMs located at various places in India and overseas which honour the Card and displaying the Visa/PLUS or Visa Electron Symbols.

3. USAGE OF THE CARD:

- 3.1. The Credit Card is the property of the Bank. It is not transferable under any circumstances.
- 3.2. The Cardholder understands that signing the Credit Card application form and/or applying online for the Card and/or applying through e-mail for the Card and/or signing on the reverse of the Card and/or using the Card constitutes acceptance of the Terms and Conditions of the Cardholder Agreement as amended from time to time by the Bank, at its sole discretion.
- 3.3. The Card shall be acceptable only for Transactions as permitted by the Bank from time to time in India and abroad at the PA / PME / Electronic Media and Terminal as well as other payment methods as designated by the Bank from time to time.
- 3.4. The Bank shall debit the Card Account(s) for the value of all purchases of goods or services, cash, fees, charges, interest, taxes and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement relating to the Card Account(s). Such Card Account Statements shall be sent to the Cardholder every month through a delivery mode specified by the Bank or chosen by the Cardholder and specified to the Bank.
- 3.5. The Bank will normally debit the account of the Cardholder for a transaction within 30 days from the date of the Transaction.
- 3.6. If the Cardholder(s) Credit Card is never used or remains unused for over 90 days, the Card may be temporarily blocked for security purposes by the Bank. The said Cardholder may request the Bank through customer contact centre or branch, to reactivate the Card for usage subject to conditions specified by bank from time to time.
- 3.7. All communication shall be sent to the Primary Cardholder only.
- 3.8. The Bank may at its discretion, decide not to carry out any instructions where it has reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put in to effect for whatsoever reasons.
- 3.9. The Bank shall not be responsible and/or liable for any Transaction of the Cardholder not materializing or getting completed.
- 3.10. The Primary Cardholder's and Add-On Cardholder's total outstanding including all fees, charges, interest and taxes should not exceed the Credit Limit.
- 3.11. Card promotional material or Visa symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with the Card.
- 3.12. The Card will be honored only when it carries the signature of the Cardholder on the signature panel on the reverse side of the Card. The Cardholder shall sign on the reverse of the Card immediately on receipt thereof.
- 3.13. The Card shall not be used by the Cardholder after the last date of the expiry month embossed on its face unless renewed. The Cardholder may make a written request for the renewal of the Card 20 days prior to its expiry. The Bank may at its sole discretion issue a renewed card on such terms as may be communicated by the Bank.
- 3.14. The Card may be used only for lawful, bonafide, personal or official purposes and its use is not permitted to be exploited commercially in the business of the Cardholder.
- 3.15. The Cardholder must not at any point, hand over his Card to any other person for usage on his behalf. The Cardholder must ensure that he is physically present at the ATMs / PME / Electronic Media at the time of the Transaction.

4. APPLICABILITY OF RULES AND REGULATIONS:

- 4.1. The Cardholder agrees and acknowledges that the issue and usage of the Card shall be subject to RBI regulations in force from time to time, Exchange Control regulations of the RBI, FEMA, all the rules and regulations framed under FEMA, notifications / circulars issued and any other corresponding enactment in force from time to time.
- 4.2. The Card can be used in India and abroad, but cannot be used in Nepal and/or Bhutan for withdrawal of foreign currency. Further, the Card is not valid for payment in foreign exchange at PMEs in India, Nepal and Bhutan i.e. while using the Card in Nepal or Bhutan the currency of the transactions should be the local currency of those countries or in Indian Rupees. The Cardholder shall be liable for action under FEMA and other corresponding regulations framed there under in the event of non-compliance of the same.
- 4.3. The Cardholder may be debarred from holding the Credit Card, either at the instance of the Bank or RBI in the event of default or non-compliance of any Dhanalakshmi Bank Credit Card terms and conditions or any rules or regulations.
- 4.4. 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 such entitlements. Import of goods so purchased abroad into India would be

- governed by the baggage rules and the Customs Act, 1962 /EXIM policy in force from time to time.
- 4.5. The Cardholder may if he so desires draw foreign exchange against the Card in the form of foreign currency notes/travelers cheques to the extent of the entitlement from an authorized dealer / full fledged moneychanger as per FEMA Regulations. Sale of such foreign currency notes/travelers cheques out of entitlement would be governed by the extant regulations and would be subject to the applicable ceilings. The Cardholder can choose to get his passport endorsed in respect of the foreign exchange withdrawn from an authorized dealer of foreign exchange during the calendar year, in the form of foreign currency notes/travelers cheques.
- 4.6. The Card cannot be used for effecting remittances for the purposes for which the release of exchange is not permitted under the extant regulations such as subscription to Magazines which are on the proscribed/ banned list
- 4.6.1. Pools, sweepstakes, lotteries, gambling etc.
- 4.6.2. Internet sites selling products/services for which release of foreign exchange is not permitted
- 4.6.3. Any other illegal or anti-social activities.
- 4.6.4. The Bank reserves the right to report such violations to the regional office of the exchange control department giving full details in such an event of violation, the Cardholders' right to use the Card shall be determined forthwith.
- 4.7. Under no circumstances should the Cardholder delay or refuse the payment of the Card bill / dues on the grounds that he has exceeded the entitlement. The non-payment of the Card bill /dues on such grounds shall render the Cardholder liable to risk of withdrawal of his membership.
- 4.8. In case the Card is cancelled, whether on account of non-compliance with exchange control regulations issued by the RBI and as amended from time to time or otherwise, the Bank will not be responsible for any attempted usage of the Card whether in India or abroad, resulting in the Card being dishonored.
- 4.9. The onus of ensuring compliance with FEMA, or amendments thereof and all the rules and regulations, notifications issued there under, exchange control manual, prevailing baggage rules, Customs Act, 1962 and EXIM policy in force, rests solely with the Cardholder.
- 4.10. The Cardholder accepts full responsibility for wrongful use thereof by him in contravention of these rules and regulations and undertakes to indemnify the Bank and make good any loss, damage, interest, conversion any other financial costs charges or expenses that the Bank may incur and/or suffer on account of the Cardholder.
- 4.11. A resident Cardholder going abroad for employment or emigration cannot use the card for drawing exchange and must clear the dues and terminate the Card before going abroad.
- 4.12. A resident Cardholder going abroad for employment or emigration cannot use the card for drawing exchange and must clear the dues and terminate the Card before going abroad.
- 5. PROPERTY:**
- 5.1. The Card is the property of the Bank and must be returned immediately on request. The Card is not transferable. Upon expiry of the Card, the Bank may in its absolute discretion issue a replacement Card or PIN or both, on the same terms and conditions or such other terms and conditions as the Bank may deem fit. The Cardholder shall destroy the Card when it expires by cutting it in half diagonally through the magnetic stripe. If request for renewal is made 20 days prior to the expiry of the Card, the Bank shall send the renewed Card to the Cardholder before the expiry of the Card(s) subject to the Card Account(s) being in good standing and at the sole discretion of the Bank.
- 5.2. The Bank may charge fees for the renewed Card and replacement Card which will be intimated to the Cardholder prior to such issue.
- 5.3. In case of cancellation of the Card(s) by the Cardholder, the Cardholder shall clear the outstanding dues on the Card and inform the Bank either online or by calling up the Customer Contact Centre for cancellation of the Card, and shall destroy the Card by cutting it in half diagonally through the magnetic stripe. Add-On Card(s) must also be destroyed immediately in the same manner. Subject to the foregoing provisions, the Cardholder will not hold the Bank liable in case of improper / fraudulent / unauthorized / duplicate / erroneous use of the Card and/or the PIN, through the Card falling in the hands of any third party or through the PIN coming to the knowledge of any third party.
- 6. OBLIGATIONS OF CARDHOLDER :**
- 6.1. The Cardholder agrees to promptly notify the Bank in writing of any change in his contact information including a change in present, office or permanent address, residence, office or mobile phone number and email. In absence of any such written instructions, the monthly statement(s) will be sent to the mailing address in the Bank's records and the Cardholder shall be solely responsible for any interest charge or late payment fee that becomes payable.
- 6.2. The Cardholder will keep the Card in a safe place and shall under no circumstances whatsoever, allows the Card to be used by any other individual.
- 6.3. The Cardholder shall notify the Bank immediately after becoming aware:
- 6.3.1. Of the loss or theft or copying of the Card or any other means which enable it to be used fraudulently;
- 6.3.2. Of the recording in the Cardholder's Card Account of any unauthorized transaction;
- 6.3.3. Of any error or other irregularity in the maintenance of the Card Account by the Bank;
- 6.4. The Cardholder agrees that he will be allowed to withdraw cash / purchase goods or services, of only a certain amount, per calendar day or per Transaction as announced from time to time irrespective of the credit limit of the Card Account.
- 6.5. The Cardholder agrees not to attempt to withdraw / purchase using the Card unless sufficient credit/cash limit is available in the Card Account. The onus of ensuring adequate balance in the Card Account is entirely on him. In the event of the Card Account getting overdrawn, he will have to rectify the account balance position immediately with appropriate charges and penal interest levied by the Bank from time to time. These charges will be determined by the Bank and will be announced from time to time.
- 6.6. In the event the Card Account of the Cardholder is overdrawn or delinquent, the Bank reserves the right to set off such amount against any credit lying in any of the Cardholder's other Accounts held jointly or singly with the Bank, without prior notice and the Cardholder hereby specifically authorizes the Bank to do so.
- 6.7. When requested by the Bank, the Cardholder shall provide all information, records or certificates relating to all or any matters in relation to his Card Account.
- 6.8. 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 PME or written down under any circumstances whatsoever, in any form that would be intelligible or otherwise accessible to any third party, whether access is gained to such record either honestly or dishonestly.
- 6.9. The Cardholder accepts that at his request and risk, the Bank has agreed to provide him the facility of carrying out Transactions by using the Card, apart from any written Standing Instructions now given or that may hereafter be given to the Bank.
- 6.10. The Cardholder shall not hold the Bank accountable on account of the Bank acting in good faith, in the normal course of business, on the Cardholder's instructions. In following such instructions, the Bank will be doing so on a best effort basis and the Bank shall in no way be liable / held responsible on account of delay or inability to act immediately or at all on any of the Cardholder's instructions.
- 6.11. The Cardholder shall be responsible for all facilities granted by the Bank in respect of the Primary & Add-On Card(s) issued and for all Transactions and charges accrued on these facilities, notwithstanding the termination of this Agreement and shall act in good faith in relation to all dealings in respect of the Card with the Bank.
- 6.12. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card(s) including all Add-On Cards issued, whether or not processed with his knowledge or his authority, expressed or implied. The Cardholder authorizes the Bank to debit his Card Account(s) with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with the Bank's record of Transactions. Any obligations arising out of the use of the Credit Card facility shall not be transferable by the Cardholder to any other person.
- 7. CREDIT & CASH WITHDRAWAL LIMITS :**
- 7.1. The Bank has full and final authority to set / revise or reduce the Credit Limit of the Card as deemed suitable based on but not limited to, the applicant's declaration of personal resources and the Cardholder's spending pattern. The Credit Limit will be applicable on the Card Account and will apply to all Primary Cards and Add-On Cards issued to the Cardholder. If the Cardholder seeks to have his Credit Limit increased, he can do so by writing to the Bank and furnishing requisite financial documents declaring his income as required by the Bank. The Bank, at its sole discretion and based on such new documents, may increase the Credit Limit of the Cardholder.
- 7.2. The Credit Limit may be revised or reduced from time to time by the Bank without prior notice to the Cardholder and the Bank will notify the Cardholder of any changes in the Credit Limit.
- 7.3. The Bank will set a separate limit for cash withdrawals which will be lower than the Credit Limit assigned.
- 7.4. The Cardholder must not exceed his Credit Limit / Cash Limit under any circumstances. The Bank reserves the right to decline all Transactions which exceed the assigned Credit Limit/Cash Limit.
- 7.5. In the event, the Cardholder exceeds his Credit Limit / Cash Limit he must immediately make a payment to the Bank in lieu of all amounts in excess of the Credit Limit/ Cash Limit and further the Bank shall charge a charge/fee as declared from time to time in the schedule of charges or MITC (Most Important Terms & Conditions).
- 7.6. In addition to these limits the Bank may have internally prescribed sub - limits applicable per day or per transaction type etc to reduce instances of fraud.
- 7.7. The Credit Limit / Cash Limit shall stand cancelled if the Cardholder's Card or Card Account is cancelled. The Cardholder is not entitled to any interest or reward points on credit balances, if any, in his Card Account.
- 8. ADDITIONAL CARDS :**
- 8.1. The Bank at its sole discretion may allow issue of Add-On Card to the family members of the Primary Card Holder i.e. to the spouse, siblings, children and parents. The Primary Cardholder assumes all liability for all charges incurred on all his Cards including the Add-On Card.
- 8.2. The Bank may at its sole discretion levy a fee for the issuance of an Add-On Card. The continuation of credit facilities of the Add-On Card will be solely dependent on continuation or credit status of the Primary Cardholder or Card Account.
- 8.3. Card, whether Primary or Add-On, will not be issued to any person who is less than the legal age to transact & enter in to financial agreements as per law.
- 8.4. The Bank reserves the right to issue different types/variants of Card such as Gold, Platinum, Signature and any other type/variant from time to time at its sole discretion. Card(s) different from those issued to the Primary Cardholder may be issued to the Add-On Cardholder as per the Bank's policy.
- 8.5. The Add-On Card may have a specified limit, which will be a shared limit as a percentage of the Credit Limit set by the Bank for the Primary Cardholder or Card Account and allocated to each of the Add-On Cardholders based on the initial instructions from the Primary Cardholder. These Limits may be revised upwards or downwards on subsequent instructions of the Primary Cardholder, but at the sole discretion of the Bank.
- 8.6. Add-On Card(s) would accrue rewards points if applicable as per the Reward Program attached to the card type issued to the Add-On Cardholder irrespective of the Reward Program applicable on the Primary Card. However, only the Primary Cardholder is entitled to redeem the rewards points and agrees to hold the Bank harmless in case of any disputes on this matter.
- 8.7. The Bank reserves the right to change the type or terms of Add-On Card(s) offered or issued at any time, with prior notice to the Primary Cardholder.
- 9. PURCHASES :**
- 9.1. The Cardholder can use the Card to pay for charges incurred for transactions conducted by the Cardholder at PMEs / through Electronic Media in India and abroad accepting Visa Cards as the case may be. The Bank and PMEs reserve the right at any time to refuse without any notice to permit the use of the card of the PME for any reason whatsoever. The Bank accepts no responsibility for any such refusal to honour the Card. The Bank reserves the right to approve, refer and decline any transaction without assigning any reason whatsoever. The Card may be used only within the Credit Limit notified by the Bank to the Cardholder or within the Credit Limits fixed by the Bank from time to time.
- 9.2. The Cardholder must collect the charge slip at the time of effecting a Transaction. The Bank will not provide copies of charge slips. However, at its discretion, and upon the Cardholder's request, the Bank may provide copies thereof subject to payment of applicable additional charges. The charge slip will also serve as a bill for the customer to pay towards the charges stated to the bank as per the defined billing cycle.
- 9.3. A Sales Slip with the bonafide signature of the Cardholder together with the Card number noted thereon (fully / partially) shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder. Any Sales Slip with card number noted thereon (fully / partially) and not personally signed by the Cardholder shall be deemed to be an authorized Transaction and the

	Cardholder shall be liable for the same.		limits without prior notice to the Cardholder.
9.5.	Cardholder liability shall also include any and all payments pertaining to permissible expenses incurred by a Cardholder at a PME / through Electronic Media by use of the Card which is not recorded on a charge slip.	10.2.3.	The cash withdrawn would be debited to the Cardholder's Card Account on the day of withdrawal.
9.6.	It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding the goods or services, and any dispute should be resolved with the PME directly. The existence of any such dispute does not absolve the Cardholder of his obligation to the Bank and the Cardholder shall ensure that all dues to the Bank are paid irrespective of any such dispute pending resolution thereof. However, the Cardholder shall report to the Bank about the dispute with the merchant, detailing the name of locations, date and time of the transaction and other details that will assist the Bank in its investigations.	10.2.4.	The Cardholder has the facility of accessing cash through the use of the Card in the ATMs that accept the Card. To enable such use, an ATM Personal Identification Number (ATM PIN) will be issued to the Cardholder and for the convenience of the Cardholder. The Cardholder agrees that: the ATM PIN may be communicated to the Cardholder by post or courier and entirely at the risk of the Cardholder; the Cardholder shall not disclose the ATM PIN to any person and shall take all possible care to prevent its discovery by any person; The Cardholder shall be fully liable to the Bank for all transactions made with the ATM PIN whether with or without the knowledge of the Cardholder.
9.7.	The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the statement upon receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct, then it shall communicate the same to the Cardholder.	10.2.5.	The Bank may at its absolute discretion issue a replacement Card with a new ATM PIN for any lost or stolen Card or a new ATM PIN on the existing Card; subject to the foregoing provisions, the Cardholder will not hold the Bank liable in any manner whatsoever, in case of fraudulent/ unauthorized use of the ATM PIN by reason of the Card falling in the hands of any third party or through the ATM PIN coming to the knowledge of any third party.
9.8.	The Bank, in case of disputed charges, may at its sole discretion, reverse the charges on a temporary basis. If on completion of subsequent investigation, the liability of such disputed charges is to the Cardholder's Account, the charge will be reinstated in a subsequent statement and interest charge accrued on such Transaction will be billed to the Card Account from the date of transaction and the Cardholder will be liable to pay the same.	10.2.6.	The Cardholder acknowledges that the facility of cash withdrawal is made available by the Bank on a best effort basis and will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Cardholder to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.
9.9.	All transactions especially for jewelry, electronic goods and cash or other high risk merchant categories as defined by the Bank will be approved selectively at the Bank's discretion.	10.2.7.	The Bank will not accept responsibility for any dealings the Cardholder may have with any of the member Banks participating in the shared payment network of Visa for usage of Card on the Participating ATMs/ Terminals, including, but not limited to the supply of goods and/or services. The type of transactions offered on such ATMs may differ from those offered on the Bank's own network. The Bank will only support the minimum Transaction set that will be offered at the ATMs belonging to other networks. The Bank reserves the right to change the Transaction set without any notice to the Cardholder. This facility is available for the Primary Cardholder only. The maximum cash advance that may be availed in a single transaction will be specified or fixed by the Bank periodically. The Bank reserves the right to change these limits without prior notice to the Cardholder.
9.10.	It is clarified that charges incurred may, in case of some ATMs/ PMEs / Electronic Media, include a charge for the availment of the purchase or other facility. The Bank accepts no responsibility for any charge/surcharge levied by any PME and debited to the Card Account with the transaction amount.		
9.11.	The Cardholder accepts that the Bank may selectively agree to provide him with the facility of effecting mail order or telephone order purchases. The Cardholder is aware that in relation to charges on account of mail order or telephone or electronic commerce (e.g. on the Internet) where a charge slip or voucher may not be available for signature, the Cardholder accepts that in the event of any dispute regarding the authenticity or validity of such a Charge, the Cardholder will first clear his/her outstanding on the Card and then endeavour to resolve the dispute directly with the concerned Merchant Establishment. The Bank shall not be liable, in any manner whatsoever, for the same.	11. EMI (Equated Monthly Installment) FACILITY:	
9.12.	Further, no cash transaction, i.e. cash withdrawal or deposit will be allowed at the PME/Merchant Establishment. In the event that, a Merchant wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a copy of the cancelled receipt must be retained in his possession. All refunds and adjustments due to any merchant/device error or communication link must be processed manually and the Card Account will be credited after due verification and in accordance with Visa rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured based only on the available Credit Limit in the Card Account(s) without considering this. The Cardholder also indemnifies the Bank from such acts of dishonoring the payment instructions.	11.1.	The final approval of the transfer of a retail transaction to the EMI Facility is subject to the performance of and the Credit Limit available on the Credit Card at the time the request is received by Dhanalakshmi Bank.
10. CASH ADVANCE:		11.2.	Conversion of a retail transaction to EMI facility will be at the sole discretion of the bank without assigning any reasons for such decision.
10.1.	Dhanalakshmi Bank offers Cardholder the facility of availing cash advances on their Credit Cards by the following channels:	11.3.	Availing of EMI facility will reduce the credit limit of the customer to the extent of the sum of all EMI's availed.
10.1.1.	Cash Advances at ATM - The Cardholder may use the Credit Card to take cash advances from automated teller machines (ATMs). The list of the locations/ATMs is available at www.dhanbank.com.	11.4.	EMI conversion requests will not be processed for amounts less than Rs. 4,000/-.
10.1.2.	The total cash advance that may be availed of under this facility at any point in time should not exceed the available Cash Limit as specified by the Bank for each Cardholder or the daily limit specified for each channel whichever is lower.	11.5.	The Primary Cardholder, on making a purchase of Rs. 4,000* or more can call up the Bank's Customer Contact Centre or login to Dhanalakshmi bank Internet Banking within 7* days of the purchase and place a request for conversion of the said retail transaction amount to EMIs for a tenure of 3/6/9 months*.
10.1.3.	Cash Limit is decided as per the card variant. The Cash Limit of the Credit Card Account would be blocked to the extent of the cash advance availed and will be released upon repayment as per the apportionment logic contained in this Agreement.	11.6.	In case the Cardholder has made multiple retail purchase transactions, each one of them more than Rs. 4000/-, then Cardholder can combine these transactions and convert the consolidated purchase amount to a single EMI.
10.1.4.	A transaction fee as per MITC (Most important terms and conditions) would be levied for every cash advance transaction and would be billed to the Cardholder in the monthly Card Account Statement. In addition, all cash advances will also attract interest at applicable interest rate. For details of applicable interest rates on the different variants of the Cards, please refer MITC available at www.dhanbank.com. Interest will be calculated on the daily outstanding balance method from the date of such transaction till the payment is received by the Bank. This interest will be debited to the Card Account and appear in the monthly Card Account Statement. The transaction fees and interest as mentioned above are non-refundable.	11.7.	The EMI facility is applicable / available only on retail purchases made by either Primary or Add on Cardholders. No request from an Add on Cardholder will be entertained for transfer of retail purchases to EMI. Such requests (including with respect to an Add on Card) must be made by the Primary Cardholder only.
10.1.5.	The Cardholder agrees that the Bank shall be entitled to place complete reliance on all documents/instructions so given by the Cardholder to the Bank and that the Bank shall not be required to make any further enquiries into the veracity / authority and competence of the signatories/executants thereof.	11.8.	If the Cardholder's Credit Card balance is revolving at the time of request for transfer of retail purchase to EMI, he will continue to be charged the applicable Credit Card charges on his revolving balance till the time the transfer to EMI actually takes place. For details of the applicable interest rates on the different variants of the Cards, please refer MITC, available at www.dhanbank.com. Under the EMI facility the Credit Limit on the Credit Card will be blocked for the amount which gets converted to EMI) at the time the Cardholder's request is processed. The Credit Limit will be released as and when the EMI amount is billed and paid for in subsequent months.
10.1.6.	The Cardholder agrees to execute all documents that may be prescribed by the Bank from time to time for availing this facility.	11.9.	The retail transaction transferred to EMI by Credit Card holders will not earn any reward points.
10.1.7.	The Cardholder acknowledges and agrees that the Bank shall not be responsible / liable for any loss / damage caused to the Cardholder who avails of this facility, arising on account of non-delivery / delayed delivery of services in case of any receipt of illegible instructions issued by the Cardholder as determined by the bank.	11.10.	No request will be entertained to change/modify the EMI plan, once opted for by the Cardholder.
10.1.8.	In all matters relating to this cash advance facility, the decision of the Bank shall be final and binding in all respects on the Cardholder.	11.11.	On availing the EMI facility the reward points if any that have been accrued on the original transaction shall be reversed.
10.1.9.	The Bank reserves the right at any time, without previous notice, to add, modify, or amend all or any of these terms and conditions or to withdraw this facility altogether.	11.12.	Any excess payment received against the unbilled / outstanding EMI would be adjusted towards the last EMI & preceding EMI's.
10.1.10.	The Bank shall have the sole discretion to accept or reject a cash advance request. The Bank reserves the right to carry out a credit appraisal for the full cash advance amount requested by the Cardholder.	11.13.	The payment made by a Cardholder is allocated as per the apportionment logic mentioned in this Agreement.
10.2.	Cash Advances at ATM:	11.14.	Monthly installment is calculated as (Principal Amount + Interest charge if any) / Tenure remaining. The Bank's calculation of the monthly installment amount, which is reflected in the monthly Card Account Statement, is final. Under no circumstance can the computation of the monthly installment amount be challenged / questioned by the Cardholder.
10.2.1.	This facility is available for the Primary Cardholder as well as Add-on Cardholders.	11.15.	100% of the processing fees and EMI amount will be included as part of the MAD appearing on the Card Account Statement.
10.2.2.	The maximum cash advance that may be availed in a single withdrawal will be specified or fixed by the Bank periodically. The Bank reserves the right to change these	11.16.	EMI schedule will begin from the date of conversion of retail transaction and will continue over the EMI tenure. First EMI monthly installment would reflect in the Card Account Statement subsequent to conversion of retail transaction to EMI.
		11.17.	Non payment or under payment of MAD would attract normal late payment fees and an applicable interest rate on the unpaid billed EMI. For details of the applicable interest rates on the different variants of the Cards, please refer MITC, available at www.dhanbank.com.
		11.18.	The EMI will be cancelled / terminated when the Credit Card becomes delinquent or blocked before all the installments have been charged. The outstanding principal amount will be moved back to the Cardholder's retail balance and would call for interest rate to be charged on the unpaid billed principal & unpaid billed monthly installments.
		11.19.	The Cardholder may make the request for cancellation of EMI in writing or may call up the Bank's Customer Contact Centre or place a request through internet banking before the payment due date of the first EMI monthly installment. On receipt of this

	request, the outstanding EMI principal amount is moved back to Cardholder's retail balance and Cardholder would be required to make the payment of MAD to not become delinquent.	13.1.6.1.	The "Total Amount Due" - The amount outstanding and payable before the Payment Due Date to avoid interest charges.
11.20.	Booking an EMI on phone through the Bank's Customer Contact Centre or internet banking site will be deemed as acceptance of the terms and conditions of this EMI facility.	13.1.6.2.	The "Minimum Amount Due" - a portion of the Total Amount Due as determined by the Bank from time to time.
11.21.	Cardholders are not bound in any way to avail this facility.	13.1.6.3.	The "Payment Due Date" - the date by which the payment to be made by the Cardholder towards his outstanding balance to avoid late payment charges.
11.22.	Service tax shall be levied on all fees, interest charges etc. as applicable.	13.1.6.4.	"Total Outstanding Amount" on the Card is inclusive of Total Amount Due and outstanding principal and EMI. This amount shall be for the Cardholder's reference.
11.23.	The Bank reserves the right to accept or reject any EMI request without assigning any reasons whatsoever.	13.1.7.	The Cardholder acknowledges that he will owe and make payment to the Bank, for all charges incurred by the use of the Card(s) including all Add-On Card(s), plus all charges provided for in the Terms and Conditions.
11.24.	The Cardholder shall be liable to pay prepayment charges at the rate as defined in the MITC from time to time on the outstanding principal. The Bank reserves the right to revise the prepayment charges at its discretion.	13.1.8.	The Bank offers the Cardholder the option to pay on or before the "Payment Due Date" only the "Minimum Amount Due" indicated on the monthly Statement. The Bank may at its discretion at any time and with prior notice withdraw this payment option in relation to any Cardholder. If the Cardholder chooses to pay the "Minimum Amount Due" on the payment due date, he avails Late Payment Charges. However if the Cardholder pays the Minimum Amount Due or any amount greater than the Minimum Amount Due but less than the Total Amount Due, then interest calculated on a daily accrual basis (as illustrated in MITC) on the outstanding amount is payable at applicable interest rates. No interest would be levied if you choose to pay the "Total Amount Due". For details on applicable interest rates on the different variants of the Cards, please refer to the MITC available at www.dhanbank.com.
11.25.	The Bank reserves the right at any time, without previous notice, to add, modify or amend or any of these terms and conditions or to withdraw this facility altogether.	13.1.9.	The Minimum Amount Due shall be: 5% of Total Amount Due + EMI + Over limit amount if any + Fees if any or such other amount as may be determined by the Bank at its sole discretion. Please note that EMI's, Joining Fees & all processing fees are added to your Minimum Amount Due in full.
11.26.	The Bank shall not be responsible for, or liable to any actions, claims, demands, losses, damages, costs, charges or expenses, which a cardholder may suffer, sustain or incur in connection with the EMI facility. *Subject to variation by the Bank and applicable charges. For latest information, please call the Bank's Customer Contact Centre helpline or log on to www.dhanbank.com	13.1.10.	If there is some unpaid Minimum Amount Due from the previous statements, it will also be added to the Minimum Amount Due of the current statement.
12. LOST OR STOLEN CARDS :		13.1.11.	If the total outstanding is more than the Credit Limit, then the amount by which the Credit Limit has been exceeded will also be included in the Minimum Amount Due.
12.1.	The Cardholder is responsible for the security of the Card, Card Number or PIN and shall take all steps to ensure the safe keeping thereof.	13.1.12.	The option to pay Minimum Amount Due shall not affect the immediate liability of the Cardholder and the Bank reserves the right to ask the Cardholder to make the full payment for total 'Closing Balance'.
12.2.	The Cardholder shall report the loss of the Card, Card Number or PIN to the Bank by calling the 24 hour Phone Banking number in his city immediately on such loss. The Bank will attempt to deactivate the Card immediately to prevent misuse.	13.1.13.	Payments received against the Card outstanding will be apportioned as follows:
12.3.	However, in case of loss or misuse of Card or PIN due to burglary/theft, the Cardholder must also file a First Information Report ("FIR") with the local police immediately.	13.1.13.1.	All taxes
12.4.	The Cardholder must send a written confirmation to the Bank after filing FIR and shall then send the following documents to the Bank: FIR duly acknowledged by an officer. Letter giving details of the loss/ disputed transactions Indemnity letter from the Cardholder in the prescribed format Passport copies in case of International transaction dispute and All other documents as required by the Bank and to the satisfaction of the Bank.	13.1.13.2.	Fees and other charges
12.4.1.		13.1.13.3.	Interest charges
12.4.2.		13.1.13.4.	EMI's
12.4.3.		13.1.13.5.	Cash advances
12.4.4.		13.1.13.6.	Purchases
12.4.5.		13.1.13.7.	Unbilled Transactions
12.5.	In case of loss of an unsigned Card, the Cardholder will be liable for all charges incurred on it.	13.1.13.8.	After all the above are set off any excess amounts will be shown in credit
12.6.	If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through Visa Global Customer Assistance help-lines. In case the Cardholder uses the Visa Global Customer Assistance Service then the charges for usage of such services shall be borne by the Cardholder.	13.2.	Payments made towards the Card outstanding are acknowledged in subsequent statements. All payments are to be made in Indian Rupees only. Any excess payments would be adjusted towards any outstanding, unbilled Retail/ Cash transactions, outstanding EMI in that order.
12.7.	The Cardholder shall take cognizance of the fact that once the Card is reported lost, stolen or damaged and is subsequently found, the same cannot be used again and shall be promptly cut in half diagonally through the magnetic stripe and adequate care should be taken to prevent its misuse.	13.3.	Payments to the Card Account may be made in any of the following ways:
12.8.	Provided that the Cardholder has in all respects complied with the Terms and Conditions, the Bank at its sole discretion shall issue a replacement Card for the lost/stolen Card at a prescribed charge.	13.3.1.	Pay through Standing Instructions (Auto Debit) The Cardholder can instruct the Bank to pay Credit Card bill directly through his Dhanalakshmi Bank account by giving a written instruction or authorization through internet banking to debit the payment from such account every month on the payment due date. The Cardholder can choose to instruct the Bank to debit account for the Minimum Amount Due or Total Amount Due or Pay by Transaction. In case the payment due date falls on a Sunday or a holiday, the amount would be debited from such account the previous working day. To know more on this the Cardholder should call the Bank's Customer Contact Centre.
12.9.	The Cardholder will be fully liable for all the Charges on the Card in the event that it is lost, stolen or misused but not reported in writing as above to the Bank and the Cardholder hereby indemnifies the Bank fully against any liability, loss, cost, expenses or damages that may arise due to loss, theft or misuse of the Card.	13.3.1.1.	Pay online through Dhanalakshmi Bank Account As a Dhanalakshmi Bank savings/current account holder the Cardholder can pay Credit Card bill online from the comfort of his home or office. For such purpose the Cardholder may Log on to www.dhanbank.com. If the Cardholder does not have an Internet password for his Dhanalakshmi Bank account, the Cardholder may raise a service request through the branch.
12.10.	The Cardholder will, also be liable for all losses when someone obtains and misuses the Card or PIN with/without Cardholder's consent, or consent of an Add-On Cardholder.	13.3.1.2.	For online payment in case you do not have a Dhanalakshmi bank Savings Account. Credit card dues from any other bank account/s can also be paid through net banking electronically if your bank has enabled the NEFT (National Electronic Funds Transfer) facility. You may use the Transaction code 52 and IFS code "DLXB0000999" for Dhanalakshmi Bank as the destination bank.
12.11.	In the event of the Bank determining that the Cardholder has acted fraudulently or acts negligent without reasonable care, the financial liability on account of the lost, stolen or misused Card/Card number/PIN shall be borne by the Cardholder.	13.3.1.3.	Pay by cash at the branches The Cardholder may pay his Credit Card bill by depositing cash at Dhanalakshmi Bank branches only at specified locations during banking hours. The payment will be reflected in the Cardholder's Credit Card Account within 24 hours. The list of branches where the Cardholder will be able to pay his Credit Card bill by cash deposit is available at www.dhanbank.com.
12.12.	The Cardholder will not be liable for any unauthorized transactions done on the Card from the time such Card has been reported lost/ stolen/ damaged and upon the Bank having suspended the Card Account. Liability of any transaction made on the Card post such reporting shall be that of the Bank. However, in case of dispute relating to the time of reporting and/or any transaction made on the Card, post reporting, the Bank shall reserve the right to ascertain the time and/or the authenticity of the disputed transaction.	13.3.1.4.	Pay through cheque or demand draft All the Cardholder need to do is make a local or at par current dated cheque/draft payable to Dhanbank Credit Card No. (Please mention your 16 digits Credit Card Number). The Cardholder should remember to write his name and contact details on the reverse of the cheque. The Cardholder should not drop outstanding cheques or post dated cheques as they won't be accepted for payments.
13. BILLING, STATEMENTS AND PAYMENTS :		13.3.1.5.	Cardholders should ensure that the bank receives payment by payment due date. Cardholders making payments through cheque should preferably ensure the cheque/draft should reach the Bank atleast 3days prior to the due date for payment to ensure timely realisation/payment.
13.1.	Billing & Statements:	13.3.1.6.	Payments realised/received after 12 PM midnight of the payment due date will be levied interest & applicable late payment charges. Average time to realization of different payment instruments:
13.1.1.	The Bank will send the Primary Cardholder a monthly Card Account Statement to the mailing address last specified by the Cardholder to the Bank, billing him for all charges incurred by use of the Card including any Add-On Card issued, plus all charges applicable and provided for in the Terms and Conditions. No statement will be generated and sent to you for the period in which there has been outstanding due less than or equal to Rs.100 and no transaction on the Card Account.	13.3.1.6.1.	Cheque: 3 Days
13.1.2.	The Bank will send the physical statements by regular post or courier to the mailing address of the Primary Cardholder. However the Cardholder may choose "e-mail" as a mode of delivery for his card statements. The Bank will discontinue sending physical statements in this case after the Cardholder consents to receiving statements on his registered e-mail.	13.3.1.6.2.	NEFT: Same day, if transaction is done before 4 PM
13.1.3.	All charges incurred in foreign currency will be billed in the Cardholder's Statement in Indian Rupees only. The Cardholder agrees and hereby authorizes the Bank to convert charges incurred in foreign currency to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time increased by a certain percentage mark-up (refer MITC) which will be clearly disclosed by the Bank and as mentioned herein below.	13.3.1.6.3.	Cash: Same day
13.1.4.	The Bank will only provide duplicate Card Account Statement copies on the request of the Cardholder, for previous statements not beyond 12 (twelve) months. The Bank may at its sole discretion levy charges for issuing such duplicate Card Account Statements as disclosed by the Bank from time to time in MITC.	13.3.1.6.4.	Dhanalakshmi bank account transfer: Same day
13.1.5.	The Cardholder agrees that it is his responsibility to notify the Bank in case of non-receipt or discrepancy in his monthly statement within 15 days of his statement billing date. In case the Cardholder does not notify the Bank of any such event, the statement will be deemed to have been delivered and conclusive. Non-receipt of the statement for any reason is not a valid reason for non-payment of the amount due.	13.3.1.7.	The Cardholder may drop cheques /drafts at: Dhanalakshmi Bank ATMs available only at specified locations Partner drop boxes available only at specified locations
13.1.6.	The Statement provided by the Bank will carry the following details:	13.3.1.8.	The cheques/ drafts forwarded to the Bank for clearance of dues must be drawn payable at cities as specified by the Bank and where the Cardholder has his/her bank account or should be payable at par. Cheques payable at cities other than where the Bank has branches, will not be accepted and the Bank shall not be liable for any

	liability arising out of this or interest or other charges that may accrue to the Cardholder Account owing to the same. The Bank would return the out station cheque only at the request of the Cardholder. The list of cities where the Bank branches would accept cash will be available on the Bank's website. However, this list is liable to change without notice.	15.13.3.	Exercise the Bank's right to lien and set-off the amount outstanding against any monies/deposits/accounts standing in the Cardholder's name in the Bank or transfer or apply monies at law.
13.3.1.9.	Any purchases made and subsequent cancellations thereto are two different transactions. The Cardholder must pay for the purchase transactions that appear on the monthly Statement to avoid late payment fee or any other charges. The refund will be credited to the Card Account (less cancellation charges if any) as and when these are received by the Bank. If the credit is not posted to the Card Account within 30 (thirty) days from the date of the transaction, the Cardholder should notify the Bank immediately.	15.13.4.	Proceed independently of any right of lien / set-off to recover all outstandings due from the Cardholder to the Bank, in a lawful manner deemed fit by the Bank.
13.3.1.10.	In case of any delay in payment or if the cheque / draft is dishonoured or in the event of contravention of the Terms and Conditions stated in this Agreement, the Bank at its own discretion will be entitled to withdraw the credit facility provided under the Card immediately without prior notice to the Cardholder, cancel or suspend all Card(s) issued and the full outstanding balance will become immediately due and payable. The Bank may also instruct the PMEs not to honour the Card and/or to take custody of the Card by listing the Card Number in the Warning Bulletin or otherwise.	15.13.5.	If Cardholder(s) does not pay atleast the Minimum Amount Due, this will be reported in the monthly submissions to the credit bureaus, authorized by the Reserve Bank of India (RBI). Cardholder (s) will be reminded in each subsequent statement to pay their dues. Balance outstanding for a period greater than 3 months will result in the Cardholder being reported as a 'willful defaulter'. The statement shall be construed as a notice for reporting of this status of the Cardholder. If requisite payment is made, Cardholder's record will be updated as 'current' in the next update to the Credit Bureau. The Bank shall be entitled to withdraw any default report issued in case:
13.3.1.11.	The Bank will levy a fee in case of any dishonoured or returned cheque / draft. The fee in respect of a returned instrument will be determined by the Bank from time to time as intimated by the Bank.	15.13.5.1.	The defaulter in question has liquidated his entire outstanding dues with the Bank or settled his dues with the Bank.
13.3.1.12.	The Bank is entitled at its discretion to undertake all necessary measures to recover the outstanding balance and this may include filing a criminal case under the Negotiable Instruments Act, 1881.	15.13.5.2.	A court order/verdict has been received instructing the Bank to de-list the Cardholder against the Bank in a legal suit filed by or against the Bank. Decisions are taken on a case to case basis upon individual reviews.
13.3.1.13.	The bank may report overdue or default status to credit bureaus such as CIBIL or such other agencies as it deems fit.	15.13.6.	In the above mentioned scenarios Cardholders record will be updated as 'current' in the next monthly refresh to the credit bureau.
13.3.1.14.	The Cardholder acknowledges and accepts that, the Bank or its appointed representatives, may at any time, follow up with him for payment in respect of Transactions/ charges/ fees earlier incurred on the Card. The Cardholder also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by the Bank for related and incidental matters, including but not limited to charges for renewal/replacement of a Card, for a duplicate statement/ charge slip, Transaction fee for cash advance, penal charges for returned payments and similar expenses, taxes, and in the event of legal action initiated, all legal expenses and the principal amount with interest.	15.13.7.	In the event of default the Bank shall, without prejudice to any of its specific rights under the Agreement, be absolutely entitled at any time and with prior notice to the Cardholder combine and consolidate all or any of the Cardholders accounts and set off or transfer any sum or sums standing to the credit of any one or more of such an account or exercise lien / banker's lien over any property held by the Bank in any other respect whether such liabilities be actual or contingent, primary collateral and several or joint.
13.3.2.	The Bank at its sole discretion may reject all post-dated cheques.		
13.3.3.	Cardholder is liable to pay any charges arising due to wrong mention of the 16 digit credit card number on the cheque/draft issued towards payment.		
14. DEATH OR PERMANENT DISABILITY OF A CARDHOLDER :		16. CHARGES&FEES :	
14.1.	Without prejudice to anything contained herein, in the event of death or permanent disability of a Cardholder, the Bank reserves the right to pursue all courses available to it under law and equity at its discretion to recover any Card Account(s) outstandings, including recovery of the Card outstandings from any applicable insurance cover or from the heirs/executors/administrators of the Cardholder.	16.1.	Joining fees, annual fees and renewal fees are applicable on the Card of both the Primary Cardholder and the Add-On Cardholder unless indicated/communicated by the Bank. The fees and charges may vary for each Cardholder.
15. EVENTS OF DEFAULT :		16.2.	The Bank reserves the right at any time to charge the Cardholder for the issue, re-issue of the Card or PIN, and for issue of any Add-On Card, as notified from time to time and/ or any fees/charges for the transactions carried out on the Card. Details of applicable fees and charges can be obtained from the Bank and are subject to change from time to time.
15.1.	The occurrence of any of the under mentioned following events (herein referred to as "Events of Default") shall be deemed and shall qualify as an Event of Default:	16.3.	Subject to the discretion of the Bank, the interest free credit period is subject to payment of total outstanding against the previous bill. The Bank will intimate the interest free period from time to time. The Bank has the right to change credit period at any time, with prior notice to the Cardholder.
15.2.	The Cardholder fails to pay any amount due to the Bank within the stipulated period;	16.4.	The Cardholder agrees that the said interest free credit period will not be applicable in the event the Cardholder is unable to clear the previous month's balance in full. Any such fees and/or charges will be debited automatically from the Card Account at the time the fee or charge is incurred/billed.
15.3.	If default shall have occurred in the performance of any covenants, conditions or agreements on the part of the Cardholder under these Terms and Conditions;	16.5.	Cardholder should be advised that some ATM owners or operators of shared networks may impose an additional charge for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from the Card Account.
15.4.	If any payment instruments including cheques and/or Standing Instructions delivered to the Bank are dishonored or not paid on the due date thereof or not cashed / acted upon for any reason whatsoever on presentation being made;	16.6.	A Service Tax and Cess as determined by the Government of India from time to time, is applicable on all fees, interest and other charges as per the Government of India regulations. The Cardholder shall be bound to pay for the same. This levy of service tax is subject to change as notified by the Central Government from time to time. The Cardholder also agrees to pay any other applicable tax that might be announced by the Government from time to time.
15.5.	If any representation made by the Cardholder or given to the Bank in the Card Application or otherwise proves to be incorrect, misleading, false, fraudulent or incomplete, including, but not limited to income and/or identification paper/documents forwarded to the Bank;	16.7.	The Cardholder authorizes the Bank to deduct from his Card Account, and indemnifies the Bank against, any costs, charges and/or expenses that the Bank may incur in collecting money the Cardholder owes the Bank in connection with his Card (including without limitation, reasonable attorney's fees to the extent permitted by law).
15.6.	In the event of death of the Cardholder or incase of total and/or permanent disability.	16.8.	The Bank may choose to waive all or any fees / charges for certain Cardholders or for a certain period of time. The Cardholder agrees that this does not give the Cardholder any implicit right for the waiver of any fee/charge and such waiver will be provided at the sole discretion of the Bank.
15.7.	In case the Cardholder commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Cardholder declaring him an insolvent;	16.9.	Notwithstanding that the Cardholder shall become liable to pay immediately for a transaction incurred, which has been incurred with the use of the Card, if there are any outstandings (whether billed or not; above or below the Minimum Amount Due) remaining unpaid as on a Payment Due Date, then such outstandings shall bear and carry a interest charge in addition to a late payment charge (if applicable). The interest charge levied may be Card type or Cardholder specific and may be based on usage and payment patterns. The Bank will disclose the interest charge applicable to the Cardholder either in the MITC; monthly statement; email notification or letter to mailing address or any other promotional material deemed suitable by the Bank. However, this interest charge is liable to change without notice and will apply at such rates as the Bank may from time to time decide from either of the following events:
15.8.	If there is any material adverse change in the financial condition of the Cardholder or any other event or circumstance, which in the sole opinion of Bank jeopardizes the interests of the Bank;	16.9.1.	If the Cardholder makes a payment less than the total closing balance, the entire outstanding from the date of billing will attract a interest charge. All transactions incurred after the billing date but not included in the Statement will also attract an interest charge from the date that such Transactions are effected by the Cardholder. This interest charge will be calculated on the daily balance and will be billed in the monthly statement. Interest charge on the unpaid amount (difference between 'total amount due' and the amount paid) shall continue until payment of the entire amount.
15.9.	If the Cardholder is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct etc. are taken against the Cardholder;	16.9.2.	Any portion of the 'Minimum Amount Due' remaining unpaid shall be carried forward and added on to the 'Minimum Amount Due' for the next monthly Statement and bear and carry an interest charge as described above.
15.10.	In case of default in performance of any of the terms, covenants, conditions and obligations of any other loans/ facilities provided by the Bank or any other banks, financial institutions or other persons to the Cardholder;	16.9.3.	In case the 'Minimum Amount Due' or any portion of this amount is unpaid before the 'Payment Due Date', a late payment charge as applicable will also be levied. This late payment charge is disclosed in the MITC and is subject to change. Any Minimum Amount Due or portion thereof that has been paid shall cease to carry the interest charge after the date of receipt of payment by the Bank.
15.11.	In the event that the Cardholder fails to furnish any information or documents required by the Bank or at any point of time fail to comply KYC norms of the Bank.	16.9.4.	All cash advances will be subject to an interest charge, from the date of the cash advance up to the date of receipt of total payment towards the cash advance by the Bank.
15.12.	Without prejudice to all other rights the Bank may have under these Terms and Conditions, on the occurrence of an Event of Default, the Cardholder will be sent reminders from time to time by representatives of the Bank including third parties appointed by the Bank for settlement of any outstanding on the Credit Card Account or for taking any remedial action on the Account/Cardholder, by visits (of representatives of the Bank/third parties appointed by the Bank in this regard), post, fax, and telephone, electronic mail, SMS messaging and / or engaging its representatives to remind, follow up and collect dues. The Bank and any such third party so appointed shall adhere to the Bank's Fair Practice Code for collection of dues as modified from time to time.	16.9.5.	All Transactions incurred by the use of the Card shall bear and carry a transaction fee and an interest charge (if applicable) at the rate determined by the Bank from time to time.
15.13.	In the event that the Cardholder commits any act of default, not with standing anything to the contrary herein, or any other agreement/ document of understanding between the Cardholder and the Bank, the Bank at its sole discretion will be entitled to:	16.9.6.	The exchange rate used for all foreign currency transactions will be decided by the
15.13.1.	Withdraw all Card facilities extended to the Cardholder either temporarily or permanently, whereupon this Agreement shall be deemed to have been terminated forthwith.		
15.13.2.	Call upon the Cardholder to pay forthwith all outstanding balances on the Card, along with all the interest / charges and fees payable by the Cardholder to the Bank under these Terms and Conditions and/or other agreements, documents or instruments between the Cardholder and the Bank.		

- Bank and will be binding on the Cardholder.
- 16.9.7. In the event that the total outstanding exceeds the Credit Limit, an additional charge will be levied on the total outstanding exceeding the Credit Limit. This charge is disclosed in MITC and is liable to change without notice and will apply at such rates as the Bank may from time to time decide.
- 16.9.8. Charges and fees, as may be applicable from time to time, are payable by Cardholders for defaults committed by him, with reference to his Cardholder Account or for specific services provided by the Bank to the Cardholder.
- 16.9.9. The Cardholder recognizes and agrees that the Bank retains the absolute right and discretion to alter such charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the Cardholder.
- 16.9.10. Subject to the terms and conditions stated hereinabove, an MITC containing charges that may presently be levied by the Bank on the Cardholder will be updated & available to the cardholder from time to time.
- 16.10. Fuel & Railway Surcharge is to be borne by the Cardholders on transactions undertaken through their Card at only those Merchant Establishments which are classified under the Fuel & Railway Merchant Category Code (MCC) as defined by VISA. This would include all Petrol Pumps, Railway Ticket Counters & Indian Railway's official ticket booking website. Please refer to the MITC for applicable charges. Surcharge would appear in the Cardholder's Card Account Statement following the transaction date. The Cardholder would be billed the complete transaction amount.
- 16.11. Interest will be charged on a daily accrual basis at applicable interest rates. This can change/increase periodically based on your spends, payback & utilization patterns. Interest would be charged at the applicable interest rate if you do not repay your total amount due as per your Credit Card statement on or before the payment due date. Interest would also be charged if the full payment is received after due date but before the next statement date.
- 16.12. All Cash Advances / Withdrawals would be also charged at the applicable interest rates from the date of transaction until date of settlement.
- 17. SCHEDULE OF CHARGES:**
- 17.1. All fees and charges applicable to the Cardholder and payable by him is set out in the MITC, handed over to the Cardholder separately and also displayed on the Bank's website.
- 17.2. All Fees & Charges specified in the MITC are subject to modification based on periodic review by the Bank. Any change in such fees and charges will be communicated to the Cardholder from time to time. The Bank also reserves the right to introduce any new fees or charges, as it may deem appropriate, with due intimation to the Cardholder.
- 18. EMERGENCY SERVICES FROM VISA:**
- 18.1. The communications and arrangements for emergency services for Dhanalakshmi Bank Visa Cards are provided by a third-party service provider and are paid for by Visa International. The Cardholder is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best effort basis and may not be available due to problems of time, distance or locations. The medical and/ or legal professionals suggested and/or designated by Visa third party service providers are not employees of Visa third party service providers or employees or contractors of Visa therefore, they are not responsible for the availability use, acts, omissions, or results of any medical, legal or transportation service. The Bank or any branch of the Bank worldwide does not accept any responsibility for the arrangement or the use of such services.
- 19. FEATURES & SERVICES BY THIRD PARTY:**
- 19.1. The Bank reserves the right to add/ delete/ amend any or all of the features offered to the Cardholder with the Card. The Bank will attempt to add/ build promotional features around the Card. However, these will be on best effort basis only and any dispute arising from these promotional features will not be construed as the liability of the Bank.
- 19.2. The Bank may arrive at an arrangement with some merchants, for granting discounts to the Cardholder in respect of goods purchased/services obtained. However, the Bank shall not be responsible or accountable for any dispute that the Cardholder may have with such merchants.
- 19.3. The Bank may tie-up with third party service providers to offer their services to Cardholders at a discounted rate. The Bank makes absolutely no representations about the quality of their services and will not be responsible if the service in any manner is deficient or unsatisfactory.
- 19.4. The Bank shall not in any way be responsible for merchandise, merchandise warranty of the goods purchased or services availed of by the Cardholder from such third parties including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder.
- 20. ABILITY TO REFUSE PAYMENT:**
- 20.1. Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, levy, lien, information or notice which the Bank in good faith believes and which calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder to transact on the Card, the Bank may, at its discretion and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain or withdraw any portion of his Credit Limit, and take any other steps required to recover the outstandings (if any) from the Cardholder.
- 21. ADDITION TO AND WITHDRAWAL OF FACILITIES:**
- 21.1. The Bank may, at its discretion, make available to the Cardholder, more ATMs, EDC-POS, and/or other devices through shared networks for his convenience and use (hereinafter referred to as "Devices"). All fees, charges related to Transactions carried out by the Cardholder at these Devices, as determined by the bank from time to time will be recovered by a debit to the Card Account(s). The Cardholder understands and agrees that such shared networks may provide different functionality, service offerings and different charges for different services availed and/or locations.
- 21.2. The Bank shall, in its sole discretion, at any time, without prior notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it, at an ATM/other Devices within/outside India on the Card Account(s) and the Bank shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination. The Bank shall notify the Cardholder after the withdrawal, discontinuation, cancellation, suspension or termination of the facility. No institution other than the Bank shall have
- any liability or responsibility to the Cardholder with respect to the use of the Card to conduct Transactions on his Card Account(s).
- 21.3. Maintenance: While advance notice of maintenance work likely to affect the availability of services, shall be given on a best effort basis, the Bank reserves the right to suspend, without any notice, access to ATM/EDC or other similar device or the provision of all or any of the services, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.
- 22. RESIDENTS:**
- 22.1. As per RBI guidelines, the Cardholder need not submit documentary evidence like invoice/bills for the use of the Card for the permitted purposes as per the exchange control regulations, if the remittance involved is less than the permissible limit or its equivalent and prima facie meets the exchange control regulations.
- 22.2. As per RBI guidelines, in case the amount on account of use of the Card during visits abroad exceeds the Cardholder's foreign exchange entitlements, the Cardholder should provide documentary evidence for the usage of foreign exchange utilized. The Bank is authorized to report the matter to the regional office of the exchange control department giving full details As per foreign exchange regulations, the Cardholder is not required to get his passport endorsed for every foreign currency transaction, however, should the regulations change, the Cardholder acknowledges that it is his sole responsibility to comply with such new regulations. The Bank however is not obliged to fill up or submit any documents on the behalf of the Cardholder and shall not be responsible or liable for any consequences for non-compliance of the same by the Cardholder.
- 23. EXCLUSION OF LIABILITY:**
- 23.1. The Cardholder acknowledges that the Bank shall be under no liability whatsoever to the Cardholder, in respect of any loss or damage arising directly or indirectly out of:
- 23.1.1. Any defect in goods or services supplied by the PME;
- 23.1.2. Refusal by any other bank or PME to honour or accept the Card;
- 23.1.3. Effecting Transaction instructions other than by a Cardholder, or misuse of Card due to the Cardholder's negligence, mistake, dishonesty, misconduct, fraud or handing over the Card to any person;
- 23.1.4. Non-functioning / malfunction of the PA/Terminal, the Bank's network or other bank's network due to machine/mechanical errors/failures, technical breakdown, etc.;
- 23.1.5. The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender made and/or procured by the Bank or by any person appointed by the Bank or through any ATM/EDC machine;
- 23.1.6. The exercise by the Bank of its right to terminate any Card or Card Account;
- 23.1.7. Any injury to the credit standing 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 PME or Electronic Media to honour or accept the Card or seizure of all or any purchases made on the Card or the refusal of any service establishment / mail order establishment to honour or accept the Card;
- 23.1.8. Decline of a charge because of exceeding foreign exchange entitlement as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his entitlement;
- 23.1.9. Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank or its agents or representatives;
- 23.1.10. Malfunction of any communication or other equipments resulting in the inability of the Cardholder to withdraw cash at any ATM;
- 23.1.11. Decline of any Transaction due to any reason at an ATM/PME.
- 23.2. The Bank accepts no responsibility and shall not be liable for any loss or damage for any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by the Bank on third party products or interdependencies including but not limited to, electricity or telecommunications. The Bank accepts no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.
- 23.3. The Bank shall not be responsible for any loss or damage caused to the Cardholder by reason of any failure to comply with the Cardholder's instructions, when such failure is caused due to reasons beyond the control of the Bank; the opinion of the Bank in this regard being final.
- 23.4. By applying for and availing the Card facility, the Cardholder grants express authority to the Bank for carrying out the Transactions performed by Cardholder. The Bank shall have no obligation to verify the authenticity of a Transaction made other than by means of the PIN.
- 23.5. The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether 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 or nature whatsoever and whether sustained by the Cardholder or any other person.
- 23.6. In the event a demand or claim for settlement of outstanding dues from the Cardholder is made whether by the Bank or any person acting on behalf of the Bank, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner and the Cardholder absolves the Bank and its employees and officers of all liabilities in this regard.
- 24. INDEMNITY:**
- 24.1. The Cardholder shall indemnify and hold the Bank harmless against any loss or damages and expenses suffered by the Bank, its customers or a third party or any claim or action brought by a third party in relation to the use of the Card by the Cardholder(s) or any of their agents, employees and associates.
- 24.2. The Cardholder agrees to indemnify the Bank for all liabilities, losses, damages and expenses, which the Bank may sustain or incur either directly or indirectly as a result of:
- 24.2.1. Negligence/mistake or misrepresentation or misconduct of the Cardholder.
- 24.2.2. Breach or non-compliance of the rules/terms and conditions relating to the Card and the Card Account.
- 24.2.3. Fraud or dishonesty relating to any transaction by the Cardholder or his employees / agents.
- 24.2.4. ATMs/EDC and similar electronic terminals or machines and errors that could occur while in operation. The Cardholder agrees to indemnify the Bank for any such

- machine/mechanical errors/failures.
- 24.3. The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with the Exchange Control Regulations of the RBI or any other applicable laws, rules and regulations.
- 24.4. The Bank will not be liable for any failure to provide the Card or to comply with the terms and conditions for any cause that is beyond the Bank's control. In consideration of the Bank providing the Cardholder with the facility of the Card, the Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever 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 acting in good faith taking or refusing to take or omitting to take action on the Cardholder's instructions.
- 24.5. The Cardholder hereby 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. In the event of Lost / Stolen Card which is reported, the Cardholder shall be liable to the Bank and hereby agrees to indemnify the Bank fully against any Civil or Criminal liability, cost, expenses or damages arising due to Lost / Stolen Card.
- 25. TERMINATION :**
- 25.1. The Cardholder may choose to terminate his Credit Card facility at any time by way of a written request or by calling the Bank's Customer Contact Centre with a request to terminate all facilities and benefits thereto associated with the Credit Card. However the request for termination would not be taken if there is any outstanding on the Cardholder's account. The Cardholder needs to pay off all the dues outstanding on his/her account before requesting for a termination.
- 25.2. The Primary Cardholder can cancel the use of Add-On Card(s) by notifying the Bank in writing or through the Customer Contact Centre of the same but, notwithstanding the same, the Primary Cardholder will remain liable for all charges/fees incurred by use of the Add-On Card.
- 25.3. Post Cancellation/termination of the Card, Cardholder is liable to cut the Card diagonally across the magnetic stripe and destroy it. The Bank may suspend or terminate the Credit Card facility immediately at any time at its discretion or may at any time restrict the use of the Credit Card facility without prior notice if the Bank reasonably believes it necessary for business or security reasons. In the event of Bank terminating the Credit Card facility, all amounts outstanding on the Card Account (including Charges or Cash advances not yet debited) will become due and payable immediately. In such case, the Bank has the Cardholder's express authority to debit the Card Account for all withdrawals / transfers affected by the use of Credit Card / PIN as per the Bank's records, which shall be conclusive and binding.
- 25.4. In the event that the Cardholder changes the employment / profession or address or is transferred from their present posting or change the respective salary account/main bank account etc. (as the case may be), the Bank at its sole discretion shall have the right to discontinue the Card facility.
- 25.5. The Cardholder specifically acknowledges that once the Card account is cancelled / closed and privileges (including all benefits and services) of the Card stand withdrawn, reinstatement of the same is not automatic and will take place solely at the discretion of the Bank.
- 25.6. On cancellation of the Card/termination to this Agreement (for any reason whatsoever), the Cardholder:
- 25.6.1. Must not use the Card;
- 25.6.2. Must cut the Card into half diagonally across the magnetic stripe and destroy it;
- 25.6.3. Must make payments to the Bank in accordance with these Terms and Conditions.
- 25.7. Such termination shall also be deemed a termination of all facilities accorded by the Bank to a Cardholder. In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable for the charges incurred on the Card, whether or not the same are the result of misuse and whether or not the Bank has been intimated of the destruction of the Card.
- 25.8. The Dhanalakshmi Bank Ltd may terminate or suspend the use of the card holder account at any time without prior notice if the Dhanalakshmi Bank Ltd reasonably believe's it necessary for business or security reasons. The Dhanalakshmi Bank Ltd can suspend the facility on the credit card, if the card holder defaults on the payment due or exceeds the credit limit extended. The card must not be used after the agreement ends or while use of card account is suspended. In such a situation, the card holder must immediately pay to the Bank the total outstanding balance due to the bank on the card. The card holder's account will not be considered as closed until the card holder has paid all such due amounts.
- 26. CHANGES IN TERMS AND CONDITIONS:**
- 26.1. 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 Cardholder of any such alterations in any manner it thinks appropriate. The Cardholder will be bound by such alterations unless the Card is cancelled before the date upon which any alteration is to have effect.
- 26.2. The Bank could make changes including (but not limited to) the purposes/reasons listed below:
- 26.2.1. Impose or increase fees, interest charges, taxes or charges relating solely to the use of the Card and PIN, or the use of an Add-On or replacement Card.
- 26.2.2. Increase the Cardholder's liability for losses relating to transactions with his Card.
- 26.2.3. Adjust the Creditor Cash Limits applying to the Card Account.
- 26.2.4. The Bank may make a change without notice, if such change is necessary to maintain or restore the security of the electronic system or equipment used for the Card Transactions. The Cardholder will be notified if such a change is made, unless disclosure would jeopardise the security of the electronic system or equipment.
- 26.3. Notification of these and any other changes may be given by the Bank by delivering it to the Cardholder personally or by posting it to his latest mailing address or through electronic-mail registered / recorded with the Bank. The Cardholder must notify the Bank of any change to his address promptly. Proof of posting to such last notified mailing address or electronic-mail shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered. The Bank may also give the Cardholder notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/ branch/ office or by a press advertisement or by a message in the monthly Statement or on its Internet website (www.dhanbank.com).
- 26.4. These Terms and Conditions shall
- 26.4.1. Prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and
- 26.4.2. Apply in addition to the Bank's general Terms and Conditions and Rules for Accounts and Services and any other of the Bank's Terms and Conditions otherwise applicable. However, in case of conflict, these Terms and Conditions for Credit Card Facility shall prevail as regards transactions under the Credit Card Facility.
- 27. DISCLOSURE :**
- 27.1. The Cardholder hereby expressly authorizes the Bank for the purposes of credit verification or reference checks, protection of its interests etc., to disclose all/any information/documents relating to the Cardholder/the Cardholder Agreement and/or any other agreements or upon default committed by the Cardholder, to the Reserve Bank of India, Income Tax Authorities, tribunals, courts, judicial bodies, other banks, credit bureau, financial institutions or any other third party in conformity with the disclosure norms as applicable from time to time and as per the Credit Information Companies (Regulation) Act, 2005.
- 27.2. The Cardholder hereby agrees that the information furnished by the Cardholder in the application or otherwise may be further used by the Bank for marketing purposes to sell Card related offers, including but not limited to balance transfer, EMI offers, cash-related offers, insurance products, etc. from time to time. Further, the Bank may use this information to market other products of the Bank from time to time in conformity with the disclosure norms as applicable.
- 27.3. The Bank may also use the information provided by the Cardholder for marketing their products via telemarketing channels / calls or direct mail or any other channel of communication deemed fit by the Bank.
- 27.4. The Cardholder acknowledges that, as per the business practices and applicable provisions, the Bank is authorized to share Cardholder information with any existing or future credit bureaus as determined by the Bank from time to time. The Cardholder further acknowledges that the Bank is entitled to share such information without providing prior notice to the Cardholder, and that such information may pertain to positive or negative performance / default by the Cardholder. The Credit Information Bureau of India Limited (CIBIL) is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system. This is in line with RBI's efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling Cardholders to avail of better credit terms from various institutions.
- 27.5. All banks and financial institutions participating in this initiative are required to share Cardholder data with CIBIL. In view of the above, the Bank wishes to inform the Cardholders that the Bank shall be reporting the data pertaining to the Cardholders' Account with them to CIBIL. This data will be updated on a regular basis for all its Cardholders.
- 27.6. The Cardholder expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under the Cardholder Agreement relating to operations and administration of the Credit Card including the right and authority to collect and receive on behalf of the Bank from the Cardholder any payments and other amounts due from the Cardholder under the Cardholder Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Cardholder, receiving cash / cheques / drafts / mandates from the Cardholder and giving valid and effectual receipts and discharge to the Cardholder. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank.
- 27.7. Notwithstanding the above, in the event of any default by the Cardholder, the Cardholder expressly accepts and authorizes the Bank (and/or any such third party as the Bank may select) to contact third parties (including the family members of the Cardholder) and disclose all necessary or relevant information pertaining to the Cardholder and the Credit Card and the Cardholder hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select).
- 28. JURISDICTION FOR DISPUTE AND SETTLEMENT :**
- 28.1. The Bank accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the laws of India. The mere fact that the Card can be accessed by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these Terms and Conditions and/or the operations in the Card Account(s) of the Customer and/or the use of the Card. Any dispute, difference and/or claims arising out of in connection with or in relation to this Agreement, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a sole arbitrator to be appointed by the Bank. Any arbitration award/ direction passed shall be final and binding on the Parties. The venue of such arbitration shall be Thrissur.
- 28.2. Subject to the provisions of Clause 28.1 above, the Courts of Trichur/Cochin shall have exclusive jurisdiction in relation to this Agreement and all matters arising in connection herewith, irrespective of whether any other Court may have concurrent jurisdiction in the matter. This clause 28 shall survive termination of the Cardholder Agreement.
- 29. ADDITIONAL TERMS AND CONDITIONS FOR SERVICES AVAILED THROUGH ALTERNATE CHANNELS :**
- 29.1. The Cardholder agrees that availing of Services through Alternate Channels is subject to the following terms and conditions as well as the general business conditions of the Bank and the rules for conduct of Accounts as may be issued by the Bank from time to time as well as the rules and regulations introduced or amended from time to time by RBI or any other authority. In case of conflicting terms and conditions, the terms and conditions for these Services through Alternate Channels shall be relevant.
- 29.2. Definitions: "Alternate Channels" / "Electronic Banking" includes Phone Banking, Internet Banking, and Statement by Email, Mobile Banking, and Mobile Alerts available to Primary Cardholder. "Alerts" means the customized messages in response to the Triggers sent as Short Messaging Service ("SMS") to the Cardholder over his mobile phone or as an e-mail to his specified e-mail address. "Business Hours" means the time period for which the Bank is open for business on working days and the Business Hours may vary for each branch/office of the Bank, as may be notified from time to time.

29.3.	"CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Mobile Banking Facility. "Triggers" means the customized triggers to be set or placed by the Primary Cardholder with the Bank with respect to specific event/Transactions relating to his Account to enable the Bank to send the corresponding Alerts to the Cardholder.	29.9.4.	Alternate Channels until new Passwords/ PIN have been set up. Any Transaction done prior to such a notification shall be entirely at Cardholder's risk and cost. Loss of Password/ PIN/ User Id: If the Cardholder forgets or loses the Password/ PIN he shall inform the Bank in the manner prescribed by the Bank, who shall at its sole discretion arrange to regenerate and send a new Password/PIN to the Cardholder.
29.4.	Services through Alternate Channels are provided by the Bank at its discretion and only as a convenience to the Customer. The Cardholder may avail the Service at his own risk. In addition to these Terms and Conditions, Cardholder shall comply with the guidelines for the use, access and operation of the Services through Alternate Channels as may be issued by the Bank from time to time. ("Services")	29.10. 29.10.1.	Liability of the Cardholder/Rights of the Bank: The Bank may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to the Services through Alternate Channels. The Bank shall endeavor to use the best technology, but the Cardholder understands that due to the nature of technology, it may not be possible to keep the system fool proof and tamper proof at all times.
29.5. 29.5.1.	Cardholder Identification and Authentication: Electronic Banking is permitted only after authentication of the Cardholder by means of Password/ PIN/ User ID or other identifiers of the Cardholder as stipulated by the Bank. The Cardholder hereby grants express authority to the Bank for carrying out any Transaction received by the Bank through Alternate Channels (using his Password/ PIN/ User ID), post authentication and the same will be deemed to have emanated from such Cardholder. The Bank shall have no obligation to verify the authenticity of any Transaction request received through Alternate Channels or purporting to have been sent by the Cardholder other than by means of verification of the Password/PIN /User ID. The Bank will not be liable for acting in good faith on such instructions.	29.10.2.	The Cardholder acknowledges and unconditionally accepts and agrees that in no way shall the Bank be held responsible if the Cardholder incurs a loss as a result of misuse / unauthorized use of the Services through Alternate Channels and/or Passwords/ PIN or as a result of information being disclosed by the Bank regarding his Card(s) or Card Account(s) to any person or carrying out the Transaction or instruction received through Alternate Channels by use of Passwords/PIN. If the Cardholder fails to observe the security and confidentiality requirements he may incur liability for unauthorized use. The Bank does not assume any responsibility on this behalf under any circumstances.
29.5.2.	If the Bank believes that an instruction over Alternate Channels may not have been properly authorized by Cardholder, the Bank may after making reasonable efforts to check whether it was properly authorized, refuse to carry out such instruction or to take steps to reverse any action taken on the basis of that instruction. The Bank may at its sole discretion decide not to carry out any instruction/s through Alternate Channels where the Bank has reason to believe that the instruction/s are not genuine or otherwise improper or unclear or raise a doubt. The Bank will not be responsible for any loss to Cardholder / third party that results from such refusal to carry out instructions or reversal.	29.11. 29.11.1.	Processing of Transactions: Time for processing of Transactions through the Alternate Channels may vary depending on whether they are processed manually or electronically or whether they can be updated immediately or whether they are processed after the close of Business Hours. For card blocking requests, and other urgent/important request, the Cardholder should follow up with the Bank and ensure that the same are physically recorded/ carried out by the Bank.
29.6. 29.6.1.	Communication to the Cardholder via Fax: At the Cardholder's request, the Bank may send the Cardholder by facsimile ("Fax") (of a fax number given by the Cardholder) information (sought by the Cardholder) regarding the Cardholder's Card(s) / Card Account(s) which may be of a private and confidential nature and the Cardholder shall not hold the Bank liable in any manner whatsoever, should such information come to the knowledge of any third party.	29.11.2. 29.11.3.	Once the Cardholder has given an instruction through Alternate Channels, Cardholder will not be able to reverse it. The Bank is under no obligation to reverse an instruction Cardholder has given; or to accept an instruction that is conditional or reversible or which requires Bank to pay a third party sooner than it would have been able to pay following normal banking practices. Bank may at its discretion try to reverse any entry to the extent that this is possible under the rules and practices of the banking system at a cost to the Cardholder. Cardholder hereby confirms and acknowledges that payments through electronic transfer of funds are subject to Section 40A of the Income Tax Act, 1961. The financial information available by means of the Service through Alternate Channels is for reference purposes only. Information available through this Service will not reflect transactions that may be in the Bank's hands but which have not been processed or which still have to be verified for payment. The Bank shall not be liable for any loss incurred or damage suffered by the Cardholder or third party by reason or in consequence of any such financial information. The Bank shall endeavor to effect fund transfer and payment transactions received through the Alternate Channels provided there are Credit/ Cash limits available and the Bank shall not be liable for any omission to make any of these payments or for late payments due to circumstances beyond the reasonable control of the Bank.
29.7. 29.7.1.	Record of Transactions: Only the Bank's own record of Transactions over Alternate Channels maintained through computer systems or otherwise shall be accepted by the Bank as conclusive and shall be binding on the Bank and the Cardholder for all purposes and the Cardholder recognizes, undertakes and agrees to accept such record of the Bank without demur or protest. Due to inherent features of some of Alternate Channels, the Cardholder may be able to take out a print of the Transaction attempted to be effected by the Cardholder over Alternate Channels. However, only the record maintained by the Bank shall prevail. The Cardholder unconditionally acknowledges and agrees not to contest any Transaction carried out or not carried out by the Bank upon requesting for the same over Alternate Channels.	29.12. 29.12.1.	Limits: The Bank will, at its sole option, set and reset minimum and maximum limits for any Transaction that may be carried out by the Cardholder over Alternate Channels. These limits may be lower than the overall Credit Limit assigned to the Cardholder. Such limits may be based on parameters as may be prescribed by the Bank from time to time.
29.8. 29.8.1.	Password(s)/ Pin / User ID: The Cardholder will be allotted Passwords/ PIN/ Card and/or User ID by the Bank to avail of any of the Services through Alternate Channels. The Primary Cardholder shall receive the same in a tamper proof sealed envelope ("Mailer"). The Primary Cardholder shall ensure that the Mailer is received without any tampering, and if not, the Primary Cardholder shall forthwith inform the Bank immediately in writing or by phone.	29.12.2.	Minimum / maximum Transaction limits shall apply to all ATMs and may vary between different ATMs belonging to different banks' networks, country to country and from time to time. The Bank would not be responsible for any loss or inconvenience that the Cardholder may suffer due to lack of uniformity in these limits for Transactions through different ATMs / networks.
29.8.2.	Cardholder's access to Services through Electronic Banking will be disabled if wrong Password/ PIN is entered successively 3 (three) times (or such number of attempts as decided by the Bank from time to time). In such event the Bank may, at its sole discretion, automatically reactivate access after a specified interval.	29.13. 29.13.1.	Access to Services through Alternate Channels: Access to Services through Alternate Channels shall be made available at the Cardholder's request and at the Bank's discretion. All Accounts linked to the Cardholder's Card(s) or Card Account(s) may be accessible through Alternate Channels, subject to these Terms and Conditions. However, the nature of Transactions available on each Card or Card Account that is accessible will depend on the operating mandate on those Card(s)/Card Account(s).
29.8.3.	The Bank may decide to disable Password/ PIN/ User Id in case the Services are not used for a continuous period as specified by the Bank. The Cardholder may also request for temporary disabling of access. To reactivate access to services through Alternate Channels, the Cardholder must intimate the Bank by way of phone or such other mode as may be prescribed by the Bank, providing certain details as may be required or prescribed by the Bank and the information so sent shall be deemed to be correct.	29.14. 29.14.1.	Sufficiency of Limits: The onus of ensuring adequate and available Credit Limits is entirely on the Cardholder. In the event any attempt is made to violate the limit the Bank may withdraw the Services through Alternate Channels to the Cardholder or take such other steps as the Bank may deem fit.
29.9. 29.9.1.	Security and Confidentiality of Password/PIN/ User ID Cardholder agrees and acknowledges that he shall be solely responsible for maintaining secrecy of his Card details and Passwords/ PIN. Cardholder must comply with any other requirements designed to protect the security of his use of the Alternate Channels, which are set out in the guidelines or notified to Cardholder from time to time.	29.15. 29.15.1.	Software and Hardware: The Cardholder shall at its cost, procure, maintain and update / upgrade all such software and computer and communication systems, as applicable, from time to time, to avail and use the Services through Alternate Channels which are compatible with the Bank's system. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems of the Cardholder and that the same shall be the sole responsibility of the Cardholder.
29.9.2.	To ensure that the Primary Cardholder alone is able to access and give instructions through Alternate Channels, he must at all times comply with the following security procedures:	29.16. 29.16.1.	Intellectual Property: The Cardholder acknowledges and agrees that all the intellectual property rights in the software underlying any of the Services as well as other software which is required for availing Services accessing the Card through Alternate Channels are the legal property of the Bank or the respective vendors. The permission given by the Bank to access the Card/ Card Account(s) and utilize the Services shall not convey any proprietary or ownership rights in the intellectual property of the software. The Cardholder shall not attempt to modify, translate, disassemble, de-compile or reverse engineer the above-mentioned software or copy the source code of the software or create any derivative product based on the software.
29.9.2.1.	Cardholder shall change his Password/ PIN regularly or if so required by the Bank;	29.17. 29.17.1.	Protecting Against Viruses: The Cardholder must take all reasonably practicable measures to ensure that Cardholder's system or any computer or other equipment or device from which Cardholder accesses the Internet banking is free of any computer virus or similar software/device including, without limitation, devices commonly known as software bombs, Trojan horses and worms ("Virus") and that the same is adequately maintained and secured in every way. Though the Bank will take steps to prevent introduction of
29.9.2.2.	Not choose a Password/ PIN, which he has used before or which is likely to be guessed by anyone;		
29.9.2.3.	To safeguard his Passwords/ PIN at all times and not to disclose any details of his Password/PIN to any one else (including to the Add-On Cardholder or a member of the Bank staff);		
29.9.2.4.	Not record Passwords/ PIN in a way whereby it will be legible or accessible to any third party		
29.9.2.5.	Preferably memorize Passwords/ PIN and then destroy any record of it;		
29.9.2.6.	Not allow anyone to operate the Services through Alternate Channels on his behalf;		
29.9.2.7.	Not leave any system unattended while he is logged on to the Alternate Channels and each time he goes away from such system to log-out from Alternate Channels;		
29.9.2.8.	Not access the Alternate Channels from any equipment or device connected to a local area network (or LAN), such as an office environment, without first ensuring that no one else is able to observe or copy his Passwords/ PIN. The Cardholder shall indemnify the Bank if any loss is suffered by the Bank due to any failure on his part to comply with the above security procedures.		
29.9.3.	If Cardholder discovers or suspects that his Password/ PIN or any part of them are known to someone else, he must immediately change the Password/ PIN himself through the Alternate Channels. If this is not possible, Cardholder must notify the Bank immediately through the phone. The Bank may suspend use of the Services through		

	<p>29.19.14.3. Payment Due Date Alert with Total Amount Due & Payment Due Date</p> <p>29.19.14.4. Transaction Alert for any debit or credit above Rs. 2000</p> <p>29.19.14.5. Change of Address or Contact Details</p> <p>29.20. Phone Banking Services:</p> <p>29.20.1. The Bank may offer, from time to time, various facilities under this service either through staff assistance or by dialing in choices on an automated phone banking system. The Cardholder accepts that the Bank directly or through its appointed representatives has agreed to provide him the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written Standing Instructions now given or that may hereafter be given. The telephonic instructions given may also include instructions to change demographic details of a Cardholder such as residence and/or mailing address, residence and/or office telephone number, mobile phone number or any other personal details of the Cardholder as decided by the Bank from time to time.</p>
29.18.	<p>Limitation of Liability for Services through Alternate Channels:</p> <p>29.18.1. The Bank will not be liable for any loss or damage, whether direct, indirect, consequential, remote or special, that may be suffered by the Cardholder as a result of making / not making the Internet Banking Service available to Cardholder. Following are the illustrative list (but not exhaustive) of circumstances in which Bank shall NOT be liable to Cardholder</p>
29.18.1.1.	When such loss or damage arises out of Force Majeure or Technical Snags;
29.18.1.2.	Any incompatibility between Cardholder's system and the Bank's system;
29.18.1.3.	Any misuse of Cardholder's system by Cardholder or anyone else;
29.18.1.4.	Any access to information about Cardholder's Card / Card Account(s) which is obtained by a third party as a result of Cardholder using the Internet Banking.
29.18.1.5.	Use by any third party of Cardholder's Password/PIN;
29.18.1.6.	Loss/distortion/corruption/delay of any data, information or message during transmission or otherwise;
29.18.1.7.	Any loss/delay, interruption in any such data, information or message, or if access to the Accounts is not available in the desired manner due to circumstances beyond Bank's control;
29.18.1.8.	Unavailability of Alternate Channels Services during the Business Hours.
29.19.	<p>Mobile Banking and Alerts:</p> <p>29.19.1. The Bank may offer the facility of Mobile Banking or Alerts on mobile or email to Primary Cardholders for information only and may discontinue the same at its own discretion. The Bank on best effort basis may display certain pre-defined Alerts. However, the Bank shall not be responsible or liable for the timeliness, completeness, accuracy and successful delivery or receipt of the Alerts.</p> <p>29.19.2. The Cardholder accepts that the Mobile Banking/ mobile Alert facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs. The Cardholder understands that unless he is a subscriber of the specific CSPs, Alert or Mobile Banking facility will not be available to him.</p> <p>29.19.3. The mobile Alerts will be sent to the Cardholder only if the Cardholder is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs. The Cardholder acknowledges that to receive Alerts, his mobile phone must be in 'on' mode. If the Cardholder's mobile phone is kept 'off' for a continuous period of 48 (forty-eight) hours from the time of delivery of an Alert message by the Bank, that particular message would not be received by the Cardholder.</p> <p>29.19.4. Instructions/Triggers will be processed by the Bank after receipt and the processing time will be decided by the Bank, at its discretion. The Cardholder acknowledges that there will be a certain time lag taken by the Bank to process the Triggers and send the Alerts.</p> <p>29.19.5. The Cardholder acknowledges that the facilities are dependent on the infrastructure; connectivity and services provided by the CSPs and other service providers engaged by the Bank and will depend on factors affecting the CSPs and other service providers.</p> <p>29.19.6. The Bank shall endeavour to provide the facility on a best effort basis and the Cardholder shall not hold the Bank liable for non-availability of the facility or non-delivery of alerts or non-performance by any CSPs or other service providers or any loss or damage caused to the Cardholder as a result of use of the facility (including relying on the Alerts for the Cardholder's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Cardholder in connection with the use of the facilities.</p> <p>29.19.7. The Cardholder accepts that each Alert may contain certain information relating to the Cardholder. The Cardholder authorises the Bank to send all Card(s) related information, though not specifically requested, if the Bank deems that the same is relevant.</p> <p>29.19.8. The Bank may, if feasible, extend the facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time to time.</p> <p>29.19.9. The Cardholder is responsible to acquaint himself with the detailed process for using Mobile banking or the Alert facility and the Bank is not responsible for any error by the Cardholder in conducting any Transaction.</p> <p>29.19.10. Alerts will be sent over either the Cardholder's mobile phone number or email registered with the Bank. The Cardholder acknowledges that Alert facility will be implemented in a phased manner and all facilities or Triggers may not be available immediately. The Bank will attempt to expand the available Triggers or Alerts to meet Cardholder requirements. The Bank may, from time to time, change the features of any Trigger or Alert.</p> <p>29.19.11. The Cardholder acknowledges that the Bank may, from time to time, send him information or promotional mail that will be useful to him over his mobile phone or through e-mail and that he can unsubscribe from this service at any point in time as desired by him. The Cardholder gives his consent to receive such information or mail.</p> <p>29.19.12. The Cardholder is required to use only the mobile number advised by him to the Bank or as subsequently changed by him by advising the Bank through oral or written instructions. The Cardholder acknowledges that the Bank may (but is not obliged to) verify his mobile number/default phone number along with his Card/ Card Account details prior to processing any instructions. The Cardholder is responsible for intimating to the Bank any change in his mobile number or email address or Account details and the Bank will not be liable for sending Alerts or other information over the Cardholder's mobile phone number/email address/fax number recorded with the Bank.</p> <p>29.19.13. The Mobile Banking facility will be used by the Cardholder only for the purpose of communication of instructions to the Bank and for receiving the Alerts and for no other purposes.</p> <p>29.19.14. The Bank may, in its discretion, not give effect to any instructions or Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the Cardholder) that the instructions or Triggers are not genuine or otherwise improper or unclear or raise doubt or in case any instructions or Triggers are illegal or cannot be put in to effect for any reasons whatsoever. The following alerts will be offered to the cardholders; the same can be changed at the sole discretion of the bank without any notice to the customer:</p> <p>29.19.14.1. Dispatch of Credit Card</p> <p>29.19.14.2. Dispatch of Statement with Total Amount Due & Payment Due Date</p>
29.20.2.	The Cardholder is aware that in connection with such telephonic facility, he is required to provide to the Bank or its appointed representatives over the telephone his Account number details and Telephonic Personal Identification Number ("T-PIN") as originally selected by him or as advised by the Bank to him or as subsequently changed by oral instructions or otherwise. The Cardholder is also advised not to voice his T-PIN, if he is calling from a tone-enabled telephone. Instead the Cardholder may dial in his T-PIN, on the Interactive Voice Response System.
29.20.3.	In the event of the Cardholder calling from a telephone not supporting tone, the Cardholder may need to voice his T-PIN, after which the Cardholder would need to change his T-PIN immediately. This telephonic facility shall cover and be applicable to all Accounts of the Cardholder now existing or which may hereafter be opened by him. The facility shall also cover and apply to all other facilities, offerings, transactions of functionalities being offered by the Bank currently or which may be introduced by the Bank from time to time. This T-PIN assigned to him (or selected or changed by him) for Credit Cards products held by him currently or which may be opened by him in the future will be used to provide access to his other connected accounts. This will be applicable for transactions or queries on the automated or manual option. The Cardholder is also aware that he will not voice his T-PIN while calling from a touch-tone telephone, but instead is required to dial his T-PIN on the dial pad of the telephone. In the event of the Cardholder opting to voice his T-PIN, the Cardholder agrees that he shall change his T-PIN immediately, thereafter.
29.20.4.	The Cardholder unconditionally agrees that
29.20.4.1.	He shall not hold the Bank liable on account of the Bank acting in good faith on instructions for any misuse or fraudulent use of his T-PIN to access Credit Cards now existing and held by him currently or which may be opened by him in the future;
29.20.4.2.	In following such instructions, the Bank will be doing so on a best effort basis and he will not hold the Bank liable on account of delay or inability on the part of the Bank to act immediately or at all on any of his instructions;
29.20.4.3.	The Bank may in its discretion charge for (with due intimation to the Cardholder) or withdraw or suspend the facility wholly or in part at any time;
29.20.4.4.	The Bank may in its discretion decide not to carry out any such instructions where the Bank has reason to believe (which decision of the Bank the Cardholder shall not question or dispute) that the instructions are not genuine or otherwise improper or unclear or raise a doubt;
29.20.5.	In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank in any of the Accounts, the Cardholder shall be obliged to intimate the Bank in writing the relevant discrepancy within thirty (30) days of receipt of the Statement falling which the transaction shall be deemed to be correct and accepted by the Cardholder. In consideration of the Bank providing the Cardholder the said facility, the Cardholder agrees to indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever 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 or by reason of the Bank in good faith taking or refusing to take or omitting to take action on the Cardholder's instructions. The Cardholder agrees that all conditions of the above indemnity will hold good when the Bank executes his instructions for his convenience if he is unable to provide his T-PIN, and that the Bank may, at its sole discretion, perform such other reasonable checks as it considers appropriate prior to such execution.
29.20.6.	For security purposes and to protect Cardholders and its staff and also to help resolve disputes, if any, the Bank may at its discretion tape or record telephonic conversations between the Cardholder and the Bank, keep record of it, as also Cardholder instructions and listen to the same, and Cardholder accords his consent for the above.
29.21.	Internet Banking Service:
29.21.1.	The Bank will take reasonably practicable steps to ensure that systems used by it for providing Internet banking Services contain adequate security safeguards; control and manage the risks in operating such systems, taking into account any applicable law, rules, regulations, guidelines, circulars, codes of conduct and also prevailing market practices. The Cardholder is aware of the risks, responsibilities and liabilities involved in Internet Banking and has after due consideration availed of the same. The Cardholder represents and warrants that he has a complete working knowledge of computers/ electronic machinery, e-mail and the Internet, which will enable Cardholder to avail the Internet Banking. The cardholder acknowledges that he had accepted the terms & conditions for net banking usage that are displayed in the website under verified by VISA.
29.21.2.	The Primary Cardholder has the facility of using Internet Banking and e-Commerce facilities. The Cardholder acknowledges that at his request, the Bank has agreed to provide the Cardholder with the facility of carrying out Credit Card Transactions through the Bank website (www.dhanbank.com).
29.21.3.	The Cardholder agrees to be bound by and comply with all applicable laws of India and any other applicable jurisdiction, which may apply to the use by him of Internet Banking. The Cardholder is cautioned that any Transaction on the Internet resulting in any outflow of foreign exchange must be made strictly in accordance with the Exchange Control Regulations of the RBI and that in the event of failure to do so; the Cardholder may be liable for penal action under the Foreign Exchange Management Act, 1999. With a view to protect the interest of Cardholders, the Bank reserves the right to decline at its sole discretion, certain Internet Transactions, depending on the origin and nature of purchase. This is done with a view to protecting the Cardholders from unauthorized or fraudulent usage of account information by person/parties.

29.21.4.	The Cardholder confirms that he would from time to time be identifying web-sites where he could use this additional feature of making acquisitions/purchases of products and services and making payments for the same through his Card by giving instructions for such payment through the Internet. The Cardholder agrees and confirms that the Bank is merely providing a facility for making payments for the orders placed by the Cardholder on such web sites and is not in any manner associated with or part of the actual Transaction of the sale of the products and services.	Credit Cards Division, Dhanalakshmi Bank Ltd Credit Card Division, 1st Floor, Buhari Towers, M.G. Road, West Fort, Thrissur – 680 004, Kerala., India or by E-Mail to nodalofficercards@dhanbank.co.in. If your complaint is not resolved within 30 days after it is addressed to the Nodal Officer, Credit Cards Division, then the said complaint can be escalated to Banking Ombudsman.
29.21.5.	The Bank will send the PIN / password to the Cardholder for availing the Internet Banking Services only upon receiving a request either online or over the phone for the same.	
29.22.	Statement on Email:	
29.22.1.	The Cardholder agrees to the Bank, sending his monthly Card Account Statement via e-mail, to the e-mail address registered by the Cardholder with the Bank and the monthly Card Account Statement would be deemed to have been delivered. Should the Cardholder experience any difficulty in accessing the electronically delivered statement, he should promptly inform the Bank of the same, to enable the Bank to make the delivery through alternate means. Failure to inform the Bank, of such difficulty within 10 (ten) days from the date of the Card Account Statement shall serve as an affirmation regarding the acceptance of the Card Account Statement.	29.26. ASSIGNMENT 29.26.1. The Bank shall be entitled to sell, assign, securitise or transfer Bank's right and obligation under this Agreement in favour of any third person in whole or in part and in such manner and on such terms and conditions as the Bank may deem fit. Any such sale, assignment, securitisation or transfer shall conclusively bind the Cardholder.
29.22.2.	The Cardholder is fully aware of all security risks including possible third party interception of his Statement and agrees not to hold the Bank, responsible for the same.	29.26.2. The Cardholder shall not be entitled to transfer or assign any of his rights and obligations under this Agreement.
29.22.3.	The Cardholder acknowledges that he shall remain fully liable for any obligations to the Bank, irrespective of receipt or non-receipt, of intimation of, or his Statement. Under no circumstances, including negligence, shall the Bank be liable for any direct, indirect, incidental, special or consequential damages that may result from the use of or inability to use the service or out of breach of any warranty.	29.26.3. The Bank shall duly notify the Cardholder of any such change by way of a written communication. The Cardholder there on shall be obligated to pay all outstanding amounts to the third person and will be relieved of obligations to the Bank.
29.23.	ADDITIONAL DISCLOSURE:	30. OTHER FEATURES :
29.23.1.	The Bank may at its discretion, videotape or record on camera the Cardholder's access / presence/ use of the Bank's facilities at its premises/ machines/ equipments and record all instructions received, conversation made on phone and the Bank may rely on footage of such clippings/recording as evidence in any proceedings.	30.1. These facilities are offered to only select cardholders & may be withdrawn at the sole discretion of the bank with due notice.
29.23.2.	The use of the Card at ATM/Touch Access Banking Terminal/ EDC-POS/other devices shall constitute the Cardholder's express consent;	30.2. No Preset Spending Limit:
29.23.2.1.	To the collection, storage, communication and processing of, identifying and Account balance information by any means necessary for the Bank to maintain appropriate Transaction and Account records;	30.2.1. The revolve limit of the customer will be dynamic & will change with the cardholder's usage, payment pattern and any change in the cardholder's credit history.
29.23.2.2.	To the release and transmission to participants and processors in the Bank ATM network/ other networks of details of the Cardholder's Account and Transaction information and other data necessary to enable the Card to be used at an ATM / other device;	30.2.2. The bank reserves the right to accept or decline a particular transaction carried by the cardholder at a PME.
29.23.2.3.	To the retention of such information and data by the said participants and processors in the Bank/other networks;	30.2.3. Every NPSL account will have a revolve limit which will be equivalent to a credit limit as defined in section 2.11.
29.23.2.4.	To the compliance by the said participants and processors in the Bank ATM network/ other networks with laws and regulations governing disclosure of information to which such participants and processors are subject;	30.2.4. The sum of all transaction value in a month 1st to Last date of any particular month will be the total amount due for the particular month.
29.23.2.5.	To the disclosure of information to third parties about the Cardholder's Bank Account(s) or the Transactions done through the use of the Card or personal particulars where it is so necessary for completing Transactions; and/or when necessary to comply with law or government agency or court orders or legal proceedings; and/or when necessary to resolve errors or question the Cardholder has raised; and/or in order to satisfy the Bank's internal data processing requirements;	30.2.5. Minimum Amount Due will be calculated as follows: 30.2.5.1. Sum of % of Total Amount Due, Spends over revolve Limit, Fees, Charges, & any overdue outstanding from previous month.
29.23.2.6.	The Cardholder agrees to provide the Bank all such information that the Bank requires from the Cardholder by law or regulation, or any other appropriate information that the Bank may reasonably request from time to time;	30.2.5.2. All transactions above the revolve limit will be payable on due date. Cardholders should intimate the bank prior to any transaction or transactions which are over & above the normal transactions to avoid any possible transaction approval declines.
29.24.	DO NOT CALL REGISTRY	30.3. Pay By Transaction
29.24.1.	The "Do Not Call" registry is open to the existing customers of the Bank and also to customers who have no existing relationship with the Bank.	30.3.1. There are two payment methods available to customers: 30.3.1.1. Pay by Billing Cycle: The customer will be billed on a defined billing cycle as per the bank & the cardholder will be required to make payment of Minimum Amount Due or Total Amount Due by the payment due date as per the billing statement.
29.24.2.	Registration for "Do Not Call" is applicable only for telemarketing offers limited to products and services offered by Bank, made by calling on the mobile/landline phone of the customer.	30.3.1.2. Pay by transaction: The cardholder will be billed for every transaction & will be required to make a payment for Total Amount Due as per the date defined by the customer.
29.24.3.	The Cardholder can register for "Do Not Call" by calling up the Bank's Phone Banking number or by registering on the Bank's website (www.dhanbank.com).	30.3.2. This facility cannot be availed alongside normal billing; cardholder's opting for Pay by transaction will not have the option of normal billing.
29.24.4.	In case the Customer changes his mobile number, the same should be informed to the Bank through a re-registration.	30.3.3. Cardholders have to clear all outstanding prior to any change in the payment method. 30.3.4. Cardholder has to define the payment due date for every transaction made by the customer within 7 days subject to restrictions on the time period as set by the bank from time to time.
29.24.5.	Registration for "Do Not Call" will not include or limit calls from the Bank regarding Account or Card maintenances, Alerts on Transactions, Account or Card dues recovery calls.	30.3.5. The cardholder can define the payment due date either by calling the customer care centre or by confirming the payment due date by logging in to internet banking website of the bank.
29.24.6.	It will take 60 (sixty) working days for the "Do Not Call" registration to take effect.	30.3.6. The payment due date once fixed cannot be changed.
29.24.7.	This service is provided on a best effort basis only.	30.3.7. The default payment due date has to be selected at the time of application between 1 – 75 days from the date of transaction.
29.25.	CONTACT DETAILS AND GRIEVANCE	30.3.8. The interest free credit period ,total credit period for a transaction & time to define payment due date from the date of transaction will be determined by the bank and the bank may change the same at its own discretion from time to time with proper communication to the cardholder.
29.25.1.	CUSTOMER CONTACT CENTRE: You may contact the Bank in any of the following ways:	30.3.9. If the cardholder does not select any payment due date for a transaction by either calling the customer care centre or through internet banking, the payment due date will be set as the default payment due date.
29.25.1.1.	24-Hour Customer Contact Centre. The list of numbers is provided on the bank's website (www.dhanbank.com).	30.3.10. For all transactions where the payment due date is greater than 45 days from the transaction date then interest will be charged on such excess period/days. It will be calculated on a daily accrual basis (as illustrated in MITC) on the transaction amount as payable at applicable interest rates.
29.25.1.2.	By writing to Manager Customer Service, The Dhanalakshmi Bank Ltd., Credit Card Division, 1st Floor, Buhari Towers, M.G. Road, West Fort, Thrissur – 680 004, Kerala.	30.3.11. All cardholders using pay by transaction facility have to activate email statement mandatorily.
29.25.1.3.	Send an email by logging on your internet banking account on our website. In all your communication with us, please indicate your 16-digit Credit Card number.	30.3.12. No separate physical statements will be sent to such cardholder's.
29.25.2.	Billing disputes resolution: In the event you disagree with a charge indicated in your statement, the same should be communicated to the Bank within 30 (thirty) days of the statement date, failing which it would be construed that all charges indicated in the statement are in order and acceptable to you. On receipt of such complaint, the Bank may reverse the charge on a temporary basis pending investigation. All complaints regarding billing disputes may be sent in writing at the above mentioned address. Please note that in case you have a dispute in relation to an international transaction, you must provide us with a copy of your passport.	30.3.13. Irrespective of the customer selecting a payment due date; the cardholder has to ensure payment by due date of the total transaction value.
29.25.3.	Grievances Redressal / Complaints/ Escalation : In the unlikely event that you are not satisfied with our services, you may register your grievance by:	30.3.14. Payments apportion logic as given under the terms & conditions document will be applicable for part payments or excess payments made by cardholders.
29.25.3.1.	Sending an email by logging on to your internet banking account on our website.	30.3.15. All full payments will be adjusted against the most immediate payment due date.
29.25.3.2.	Calling our 24-hour Customer Contact Centre.	30.3.16. Overdue, Default & NPA reporting/categorisation will be done from the payment due date determined for the particular transaction.
29.25.3.3.	Write to : Manager Customer Service, The Dhanalakshmi Bank Ltd., Credit Card Division, 1st Floor, Buhari Towers, M.G. Road, West Fort, Thrissur – 680 004, Kerala.	30.3.17. Even if one transaction payment is delayed the whole account will be treated as overdue. The available to buy limit will be equal to Credit Limit/Revolve Limit - (Sum of total outstanding + Unsettled Transactions + Fees + Charges).
29.25.3.4.	If you are not satisfied with the response received on your grievance or if there are any unresolved complaints or grievances for more than 10 days, you can address the grievance to higher authorities at the Bank by writing to Mr. Narayana N, Nodal Officer-	30.3.18. The revolve limit will be calculated for a period of one calendar month. I.e. January, February etc., emPower - Online Financial Planning Tool (EFT) 30.4. EFT facility is only an edit & view facility. 30.4.1. This facility will only display inputs as provided by the cardholder manually or through transactions done on his credit card. 30.4.2. Dhanalakshmi Bank does not guarantee or claim any authenticity of the data except as furnished by the cardholder.
		30.5. Priority Pass 30.5.1. The Cardholder agrees and understands that he/she has been granted a Priority Pass membership card by virtue of being a Dhanalakshmi Bank Customer which entitles the Cardholder and his/her accompanying guests to entry to the lounges which are a part of Priority Pass Lounge Programme only subject to the terms and conditions set out hereunder.
		30.5.2. The Priority Pass card is not transferable and may not be used by any person other than the Cardholder.
		30.5.3. The Priority Pass Card is valid only from the date it has been signed by the Cardholder to

	its date of expiry.		lounge at the behest of the Cardholder, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.
30.5.4.	The Priority Pass card cannot be used to make payments and it is also not proof of creditworthiness and any attempt to use it as such could constitute fraud.	30.5.26.	The Bank shall not be responsible or liable in any manner whatsoever for any claims or disputes that the Cardholder may incur or suffer in connection with Priority Pass Lounge Access Facility.
30.5.5.	Admittance to the lounges is conditional upon presentation of a valid card.		
30.5.6.	Priority Pass card only. No other card will be accepted as a substitute for the Priority Pass card.	30.5.27.	The Bank may at any time in its sole discretion modify or withdraw the Priority Pass Lounge Access Facility without any prior notice and shall not be liable in any manner whatsoever to the Cardholder in this regard.
30.5.7.	Lounge visits charges are subject to per person per visit charge. Where applicable (dependent upon membership plan), all such visits, including those by accompanying guests, shall be debited to the Cardholder's Credit Card Account by (the Bank) as per the rates and terms notified by the Bank to the Cardholder in respect of his/her Priority Pass membership.	30.5.28.	No refund of the annual fee/enrollment fee (whichever is applicable) will be made in such cases.
30.5.8.	When presenting the Priority Pass card on entering the lounge, lounge staff will take an imprint of the card and issue a 'Record of Visit' voucher to the Cardholder or make a log entry. Some lounges have electronic card readers, which will take the Cardholder's details off the magnetic strip on the reverse side of the Priority Pass card.	30.5.29.	In the unlikely event that you have any dispute or complaint in relation to the above you may contact the Bank's Customer Contact Centre.
30.5.9.	Where applicable, the Cardholder must sign the 'Record of Visit' voucher, which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the Cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/log submitted by the lounge operator to the Bank.	30.5.30.	All disputes, if any, arising out of or in connection with or as a result of this Facility or otherwise relating hereto shall be subject to the exclusive jurisdiction of the Courts/Tribunals in Thrissur only.
30.5.10.	While it is the responsibility of the lounge staff to ensure a voucher imprint/log is made of the Priority Pass card, the Cardholder is responsible for ensuring the 'Record of Visit' voucher/log correctly reflects his own usage and that of any guests at the time of using the lounge. Where applicable, the Cardholder is responsible for retaining the 'Cardholder's' copy of the 'Record of Visit' voucher presented to him at the lounge.	30.6.	Plan your rewards
30.5.11.	All participating lounges are owned and operated by third party organizations. The Cardholder and accompanying guests must abide by the rules and policies of each participating lounge/club. Access may be restricted due to space constraints but this will be wholly at the discretion of each individual lounge operator.	30.6.1.	This facility will enable/facilitate the cardholder to plan his rewards.
30.5.12.	The Priority Pass group of companies and the Bank has no control over the facilities offered, the opening/closing times or the personnel employed by the lounges.	30.6.2.	The customer may set up no more than 5 plans. The same may be increased or decreased at the sole discretion of the bank without any notice.
30.5.13.	The administrators of Priority Pass will on a best efforts basis try to ensure the benefits and facilities are available as advertised, but the Priority Pass group of companies or the Bank does not warrant nor guarantee in any way that the said benefits and facilities will be available at the time of the Cardholder's visit. Neither the Priority Pass group of companies nor the Bank is liable for any loss to the Cardholder, or any accompanying guests, arising from the provision or non-provision whether in whole or in part) of any of the advertised benefits and facilities.	30.6.3.	This facility is available only through Internet Banking; Bank may decide on any other medium for the same in addition to Internet Banking.
30.5.14.	All accompanying children (where permitted) will be subject to the full guest fee unless otherwise stated in the lounge rules.	30.6.4.	The bank does not guarantee the gift chosen for redemption. The bank will not be liable for any unavailability of the gift chosen either before starting the plan or after starting the plan.
30.5.15.	Participating lounges may reserve the right to enforce a maximum stay policy (usually 3-4 hours) or may restrict the number of guests accompanying a Cardholder to prevent overcrowding. This is at the discretion of the individual lounge operator who may impose a charge for extended stays.	30.6.5.	If a particular gift is out of stock the customer may choose to avail any other gift as available at that point in time subject to available for required reward points for redemption.
30.5.16.	Participating lounges have no contractual obligation to announce flights and the Priority Pass group of companies or the Bank shall not be held liable for any direct or indirect loss resulting out of any Cardholder and/or accompanying guests failing to board their flight(s).	30.7.	Concierge
30.5.17.	The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited. In such cases the Cardholder is responsible for paying any charges for additional consumption directly to the lounge staff. (See individual lounge descriptions for details available at the Priority Pass Website)	30.7.1.	The concierge service is offered to cardholders as a product facility through VISA.
30.5.18.	Telephone facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage is normally limited to local calls only. Fax, Shower, Internet and Wi-Fi charges (where applicable) are at the discretion of each lounge operator and the Cardholder is responsible for paying these directly to the lounge staff.	30.7.2.	The cardholder agrees & confirms that he shall not hold Dhanalakshmi Bank liable for any facilities enjoyed through the concierge service.
30.5.19.	Admittance to lounges is strictly subject to Cardholders and any guests being in possession of a valid flight ticket for the same day of travel. Airline, airport and other travel industry employees traveling on reduced rate tickets may not be eligible for access. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if members are traveling between Schengen countries. (Austria, Belgium, Denmark, Finland, France, Germany, Greece, the Netherlands, Iceland, Italy, Luxembourg, Norway, Portugal, Spain and Sweden).	30.7.3.	The concierge facility may be chargeable; cardholder is duly advised to check with the concierge staff prior to making any service requests with them.
30.5.20.	Admittance to lounges is subject to members and any guests (including children) behaving and dressing (no shorts allowed outside of the USA) in an orderly and correct manner. Any infants or children who create a disturbance or cause discomfort to lounge guests may be asked to vacate the lounge facilities at the sole discretion of the lounge staff. The Priority Pass group of companies or the Bank is not liable for any loss suffered by the Cardholder and any guests where a lounge operator has refused admission because the member and/or guests have not complied with these conditions.	30.7.4.	Visa will, through a third party supplier, provide certain travel and entertainment assistance services ("Concierge Services"). The Concierge Services are available through toll-free customer contact numbers, and available in a number of languages. From time to time, Visa may modify the Concierge Services. In such event, bank will notify the cardholder of the relevant changes.
30.5.21.	Lost, stolen or damaged Priority Pass cards are to be notified immediately to the Bank's Customer Contact Centre.	30.7.5.	A Cardholder is responsible for the costs, charges and expenses incurred for the goods and services arranged by the Concierge Services staff at the Cardholder's request.
30.5.22.	In the event of the Cardholder canceling or not renewing his Credit Card with the Bank, the Priority Pass card shall be invalid effective from the cancellation/expiry date of his Credit Card. Any lounge visits made by Cardholder using an invalid card, including any guests, shall be charged to the Cardholder and the Cardholder shall not raise any claim against the Bank in this regard.	30.7.6.	Availability of Concierge Services
30.5.23.	Priority Pass Ltd., under its policy, has the right to refuse membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security.	30.7.7.	The Concierge Services are available 7 days a week, 24 hours per day. Concierge Services staff will respond to assistance requests from Cardholders within 2 hours of receipt of such request, subject to time-zone and geographical restrictions.
30.5.24.	The Priority Pass group of companies or the Bank shall not be held responsible for any disputes that may occur between the Cardholder and/or any guests and a lounge operator.	30.7.8.	Responses include informing the Cardholder that his requested item or service may or may not be fulfilled.
30.5.25.	The Cardholder agrees that he will defend and indemnify Priority Pass and the Bank, its directors, officers, employees and agents (collectively "the indemnified parties") against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable attorney's fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the Cardholder or any guests or any person in the said	30.7.9.	Limitation of Concierge Services
		30.7.10.	Cardholder acknowledges that the purpose of the Concierge Services is to provide assistance and support for Cardholder's travel, entertainment and business needs.
		30.7.11.	Concierge Services staff may at their discretion refuse to entertain any Cardholder request which: (a) is in contravention of local laws of the country in which a service is being requested; (b) relates to child prostitution or child pornography; (c) is too vague or general in nature; or (d) does not clearly provide some recreational benefit to the Cardholder. The concierge staff may decline the request of the card holder to provide any facility which is not authorized by law. The card holder shall not hold the bank responsible of any such denial or make any claim against the bank for the same.
		30.7.12.	Limitation of Liability
		30.7.13.	Cardholder acknowledges that Visa and its Concierge Services service providers do not make any representations and warranties (express or implied) as to: (a) the accuracy or veracity of any information assembled; (b) the merchantability or fitness for purpose of any item obtained; or (c) the merchantability, fitness for purpose, or adequacy of standards of service of the services booked or reserved by the Concierge Services staff on request of a Cardholder.
		30.7.14.	If a Cardholder's Visa card details are required to secure the booking or reservation of any goods or services which the Cardholder has requested the Concierge Services staff to obtain, Visa and its Concierge Services service providers are not liable for any costs, charges or expenses incurred by the Cardholder (including reservation fees, cancellation or "failure to appear" charges) as a result of such booking or reservation.
		30.7.15.	Insurance
		30.8.	Dhanalakshmi Bank will not be liable for any claims raised against the insurance cover provided to the cardholders.
		30.8.1.	All claims & disputes must be raised with the insurance service provider as informed by the bank from time to time.
		30.8.2.	The bank may at any point of time without due notice withdraw insurance cover offered to cardholders as part of the credit card offering.
		30.8.3.	DHANALAKSHMI BANK REWARDS PROGRAM:
		30.9.	The Bank may offer Reward Program(s) ("the Program") to the Cardholder depending upon the type of Card. This Program would enable a Cardholder to earn reward points on valid charges incurred on his Card by domestic/ international purchase of goods and services on the Card and any other charges as may be included by the Bank from time to time for the purpose of the Program. The Program will be subject to additional terms and conditions which will be communicated to Cardholders separately.
		30.9.1.	The program may be withdrawn without notice to the cardholder.
		30.9.2.	The reward points accumulated under the program can be redeemed against gifts as per the catalogue shared by the Bank.
		30.9.3.	If the cardholder cancels his credit card; all the reward points will be purged and will not be available for redemption.
		30.9.4.	Cardholder will be eligible for Reward Points only against retail transactions.
		30.9.5.	The value of each reward point will be as per the determination of the bank & may change time to time without any due notice to the cardholder.
		30.9.6.	Cardholders with overdue amounts will not earn any rewards. All reward points on such accounts will be purged 30 days from the account overdue status.
		30.9.7.	Cardholders in overdue status will not be eligible to redeem reward points
		30.9.8.	

	accumulated on their accounts.		
30.9.9.	Rewards can be redeemed only through internet banking; Bank may from time to time add any other mode for redeeming his or her reward points. Reward points will have a validity period of 2 years only.	30.11.16.	in connection with the Cash Back facility. The cardholder will not be eligible for reward points where cash back is credited for any transaction. No reward points will be credited against such transactions.
30.9.10.	Reward points can be redeemed only by the primary cardholder.	30.12.	BALANCE TRANSFER FACILITY
30.9.11.	Reward Points cannot be transferred to another cardholder. Dhanalakshmi Bank reserves the right to wholly or partly modify the rewards program including levying of any fees with respect to reward points redemption or accumulation.	30.12.1.	The Balance Transfer Facility ("BT Facility") is an optional facility provided to the cardholder at the discretion of the bank.
30.9.12.	No reward points will be credited for cash back transactions.	30.12.2.	The Balance Transfer facility offers a promotional rate of interest for the period as opted by the Primary Cardholder as per the available schemes offered by Dhanalakshmi Bank. No request from an Add on Cardholder will be entertained in this regard.
30.10.	EMI FACILITY:	30.12.3.	The BT Facility can only be availed in respect of the outstanding balance transferred from other credit card accounts.
30.10.1.	Under the EMI facility the Credit Limit on the Credit Card will be blocked for the amount which gets converted to EMI) at the time the Cardholder's request is processed. The Credit Limit will be released as and when the EMI amount is billed and paid for in subsequent months.	30.12.4.	This facility cannot be availed of to transfer balance from another Dhanalakshmi Bank Credit Card.
30.10.2.	Retail transaction/s transferred to EMI will not earn any reward points.	30.12.5.	For existing Cardholders of the Bank, the final approval of the transfer of balance is subject to the performance on Card at the time the request is received.
30.10.3.	On availing the EMI facility the reward points if any that have been accrued on the original transaction shall be reversed.	30.12.6.	Balance Transfer requests will not be processed for amounts less than Rs. 5,000/- & greater than 40% of the Credit Limit.
30.10.4.	No request will be entertained to change/modify the EMI plan, once opted for by the Cardholder.	30.12.7.	Under the Balance Transfer offer the Credit Limit on the Card will be blocked for the amount, which has been transferred.
30.10.5.	The payment made by a Cardholder is allocated as per the apportion logic mentioned in this Agreement.	30.12.8.	During the promotion period, any amount paid in excess of the Total Amount Due for the billing cycle shall be adjusted against the outstanding balance transfer amount and the Credit Limit will be released to such extent.
30.10.6.	Monthly installment is calculated as (Principal Amount + Interest charge if any)/Tenure. The Bank's calculation of the monthly installment amount, which is reflected in the monthly Card Account Statement, is final. Under no circumstance can the computation of the monthly installment amount be challenged / questioned by the Cardholder.	30.12.9.	The Bank will send the Demand Draft (DD) favouring the other credit card (other than the Cardholder's Dhanalakshmi credit Card) for the Approved Transfer Amount to the Cardholder's mailing address to be deposited in the Cardholder's other credit card account and till such time the Cardholder should continue to make payments into his other credit card account.
30.10.7.	100% of the processing fees and EMI amount will be included as part of the MAD appearing on the Card Account Statement.	30.12.10.	The Bank will not be held liable for Service Charges or Late Payment Charges debited to the Cardholder's other credit card account for any reason whatsoever.
30.10.8.	EMI schedule will begin from the date of conversion of retail transaction and will continue over the EMI tenure.	30.12.11.	The amount of the balance transferred from the Cardholder's other credit card account will not earn any rewards points that may be applicable.
30.10.9.	First EMI monthly installment would reflect in the Card Account Statement subsequent to conversion of retail transaction to EMI.	30.12.12.	The Cardholder shall be charged interest at such rate as may be prescribed by the Bank on the balance transfer amount.
30.10.10.	Nonpayment or under payment of MAD would attract normal late payment fees and an applicable interest rate on the unpaid billed EMI as per MITC.	30.12.13.	The payment made by the Cardholder is allocated as per the apportion logic mentioned in this Agreement.
30.10.11.	The EMI will be cancelled / terminated when the Credit Card becomes delinquent/ Overdue or blocked before all the installments have been charged.	30.12.14.	The Bank reserves the right to modify the interest rates on the BT facility in accordance with the guidelines issued by RBI from time to time.
30.10.12.	The outstanding principal amount will be moved back to the Cardholder's retail balance and would call for interest rate to be charged on the unpaid billed principal & unpaid billed monthly installments.	30.12.15.	A one-time processing fee will be charged for every Balance Transfer. This processing fee along with applicable service tax will be billed in the monthly Card Account Statement.
30.10.13.	The Cardholder may make the request for cancellation of EMI in writing or may call up the Bank's Customer Contact Centre before 7 working days from the payment due date of the first EMI monthly installment.	30.12.16.	Balance Transfer shall not be permitted from credit card accounts which have an overdue status or where the credit limit has been exceeded.
30.10.14.	On receipt of this request, the outstanding EMI principal amount is moved back to Cardholder's retail balance and Cardholder would be required to make the payment of MAD to not become delinquent.	30.12.17.	The Bank may in its sole discretion refuse the Cardholder's request for a Balance Transfer without assigning any reason whatsoever.
30.10.15.	Booking an EMI on phone through the Bank's Customer Contact Centre will be deemed as acceptance of the terms and conditions of this EMI facility.	30.12.18.	Balance Transfer request once approved and processed cannot be cancelled. Cardholder may request for transfer from multiple credit card accounts (provided the same are from banks other than Dhanalakshmi Bank).
30.10.16.	Cardholders are not bound in any way to avail this facility.	30.12.19.	Cardholder has to request for all such balance transfers at the same time (which
30.10.17.	Service tax shall be levied on all fees, interest charges etc. as applicable.		
30.10.18.	The Bank reserves the right to accept or reject any EMI request without assigning any reasons whatsoever.		
30.10.19.	The Cardholder shall be liable to pay prepayment charges @4% on the outstanding principal. The Bank reserves the right to revise the prepayment charges at its discretion.		
30.10.20.	The Bank reserves the right at any time, without previous notice, to add, modify or amend or any of these terms and conditions or to withdraw this facility altogether.		
30.10.21.	The Bank shall not be responsible for, or liable to any actions, claims, demands, losses, damages, costs, charges or expenses, which a cardholder may suffer, sustain or incur in connection with the EMI facility.		
30.11.	Cashback		
30.11.1.	Cash Back means the credit, in accordance with these terms and conditions, of certain amounts to the Card Account of the Cardholder.		
30.11.2.	The bank at its sole discretion may include or exclude any variant i.e. Gold, Platinum Signature etc under the cashback scheme.		
30.11.3.	5% Cash Back is offered to the Cardholders on transactions undertaken through their Gold Credit Card at only those Merchant Establishments which are classified under the 'Supermarkets and Departmental Stores' Merchant Category Code (MCC) as defined by VISA.		
30.11.4.	5% Cash Back is offered to the Cardholders on transactions undertaken through their Platinum Credit Card at only those Merchant Establishments which are classified under the 'Supermarkets and Departmental Stores' & 'Cinema' Merchant Category Code (MCC) as defined by VISA.		
30.11.5.	The total amount of Cash Back that may be received by a Cardholder in one month cannot exceed Rs. 50/-		
30.11.6.	Cash Back would appear in the Cardholders Card Account Statement following the transaction date.		
30.11.7.	The Cardholder would be billed the complete transaction amount and the Cash Back would appear as a credit entry.		
30.11.8.	If any Merchant Establishment has not mapped its MID (Merchant ID) under the correct MCC as defined by VISA then the Cardholder would not be entitled to any Cash Back.		
30.11.9.	The Cash Back facility will only be valid till such time as the Bank may notify from time to time.		
30.11.10.	Cash Back will be reversed if the Cardholder's Account turns delinquent and will also not be offered on any new purchases unless the Cardholder makes complete payment of his Total Amount Due.		
30.11.11.	All applicable taxes, duties, levies of whatsoever nature in connection with the Cash Back facility shall be borne solely by the Cardholder.		
30.11.12.	The Bank shall be entitled, at its sole discretion, to reverse any Cash Back inadvertently credited to the Card Account without any prior intimation whatsoever.		
30.11.13.	In all matters relating to this Cash Back facility, the decision of the Bank shall be final and binding in all respects on the Cardholder.		
30.11.14.	The Bank reserves the right at anytime, without previous notice, to add, modify or amend all or any of the terms and conditions or to withdraw this facility altogether.		
30.11.15.	The Bank shall not be responsible for, or liable to any actions, claims, demands, losses, damages, costs, charges or expenses, which a Cardholder may suffer, sustain or incur		