

YES BANK TERMS AND CONDITIONS

Before you use the enclosed YES BANK Multicurrency Travel Card, please read the Terms and Conditions thoroughly. The following terms and conditions (“**Terms and Conditions**”) apply to the Cardholder and usage of the Card. If you use the Card, you will be deemed to have accepted these Terms and Conditions and they will govern your use of the Card.

1. DEFINITIONS

- a. In these Terms and Conditions, the following words have the meanings set out hereunder, unless the context indicates otherwise: “ATM” means an automatic teller machine/ terminal/ cash dispenser or like installed outside India, Nepal and Bhutan displaying MasterCard logos for effecting cash withdrawals, at which, *inter alia*, the Card may be used for the purpose of withdrawing Travel Funds.
- b. “Account” means the pre-paid account associated with the card(s) carrying the cardholder’s name and, loaded with one more currency wallets that have access to prepaid payment functions and available balance. An Account may hold multiple currency wallets.
- c. “Bank” means YES BANK Limited.
- d. “Card” means YES BANK - Multicurrency Travel Card issued to the Cardholder.
- e. “Cardholder” “you” and “your” means person to whom the card has been issued and who is authorized to use the Card.
- f. “Currency Wallet” means the portion of the Account that holds the total of each of the Supported Currencies which are loaded onto the Account. Whenever a Currency Wallet has insufficient balance, funds will be automatically transferred from another Currency Wallet(s) at the Conversion Rate to allow the transaction to be completed. The transactions or fees are applied to the Account in the currency order defined by the Cardholder when more than one Currency Wallet is loaded on the Account.
- g. “Conversion Rate” means the foreign currency exchange rate applicable to inter wallet transfers from within a range of Supported Currency exchange rates available prevailing at the time of processing of the Transaction.
- h. “EDC” terminal means the Point Of Sale machine capable of handling card transaction i.e. Electronic Draft Capture (EDC) terminal, printers, other peripherals and accessories, including PIN (defined hereunder) pads and necessary software to run the devices and which processes the transaction at the merchant establishments abroad (except India, Nepal & Bhutan).
- i. “International Transactions” means to the Transactions done by the Cardholder using his Card outside India, Nepal, and Bhutan.
- j. “MasterCard ATM Network” means ATM’s wherever located displaying the MasterCard symbol and which honor the MASTERCARD card.
- k. “MasterCard” means MasterCard International.
- l. “Merchant” means any person who owns or manages or operates a Merchant Establishment.
- m. “Merchant Establishment” means establishments wherever located which honors a MasterCard and shall include among others, stores, shops, restaurants, hotels, airlines advertised as honoring MasterCard card.

- n. "Personal Identification Number" (PIN) means the PIN as provided to the Cardholder by Bank, for use with and in relation to the Card in terms hereof.
- o. "POS Terminal" means point of sale electronic terminals at Merchant Establishments
- p. "Shared ATM Network" means ATMs which may not be owned by Bank but which honour Cards issued by Bank.
- q. "Supported Currency" means USD, EUR, GBP, AED, SGD, HKD, AUD, CAD, JPY, CHF and other such foreign currencies as notified by Bank from time to time.
- r. "Travel Funds" means the amount of currency purchased and loaded onto the Card in respect of which the Card has been issued and any additional currency that may subsequently be purchased by the Cardholder and loaded onto the Card (not including any sales commission or fees paid to the Bank), less any amounts debited from the Card pursuant to any charges and/or fee and these Terms and Conditions.
- s. "Transaction" means cash withdrawals from any ATM and/or any purchase made at any Merchant Establishment through the use of the Card.
- t. "RBI" means Reserve Bank of India.
- u. "AMC" shall mean Authorized Money Changers who are authorized by RBI under Section 10 of the Foreign Exchange Management Act, 1999. An AMC is a Full Fledged Money Changer (FFMC) authorised by RBI to deal in foreign exchange for specified purposes.

1.2 Clause headings are inserted for convenience of reference only and shall not affect the interpretation of these Terms and Conditions. Words importing the plural shall except where the context otherwise requires, include the singular and vice versa; references to the masculine gender shall include the feminine or neuter genders and vice versa; and references to persons shall be construed as references to an individual, firm, company, body corporate, statutory board, government body, incorporated body of persons, association or trust as the context may require.

2. CONDITIONS OF THE ISSUE OF THE CARD

- a. Any resident of India (the "Applicant") may apply for the purchase of the Card.
- b. The issuance and use of the Card is subject to compliance by the Applicant of the provisions of applicable laws including but not limited to (Foreign Exchange Management Act, 1999), rules, regulations and directions as issued by the Reserve Bank of India and/or other appropriate authority under any law in force or any amendments thereto from time to time. The Card cannot be used for making payment towards foreign currency transaction in India, Nepal, and Bhutan. The Bank will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned merchant would be entitled to pick up a cancelled card on presentation.
- c. The Card may be used, within the foreign entitlements as stipulated by RBI from time to time, by Cardholders going abroad for personal or business expenses, provided the total exchange drawn during the trip abroad does not exceed the entitlement. Import of goods so purchased abroad into India, would be governed by the baggage

rules/EXIM policy in force. The Card cannot be used for effecting remittances for which the release of exchange is not permissible under the extant regulations.

- d. The Applicant for the Card will be required to complete and submit a duly signed application form as required by Bank and further to submit all such supporting documents and additional information as may be required by the Bank from time to time.
 - a. The validity period of the Card shall be as displayed on the Card. The Card cannot be used beyond the validity period. The Card shall be activated within a period of 2 working days subject to receipt of funds and relevant documents from the Cardholder by the Bank. Prior to expiration, the Cardholder can ask the Bank to close the Account at any time. The Card(s) cannot be used at merchants or ATMs after the expiry date.
 - e. Subject to all the conditions specified by the Bank being satisfied, the Card shall be issued as prescribed by the Bank to the Cardholder.
 - f. No individual should obtain or possess multiple live cards.
 - g. Upon receiving the Card, the Cardholder shall sign on the reverse of the Card.
 - h. The Cardholder shall at all time ensure that the Card is kept at a safe place. The Cardholder shall under no circumstances whatsoever allow the Card to be used by any other individual.
 - i. Upon issuance of the Card, the Cardholder is deemed to accept and agree to these Terms and Conditions and any modifications thereto. The Bank reserves the right to revise policies, features and benefits offered on the Card, alter these Terms and Conditions from time to time and may notify the Cardholder of any such alterations in any manner it thinks is suitable.
 - j. The Card is and shall be at all times the absolute property of Bank and is not transferable and shall be returned to the Bank unconditionally and immediately upon request. The Cardholder shall ensure that the identity of YES BANK's officer/representatives is established before handing over the Card. The Card is not transferable or non-assignable to any other person by the Cardholder under any circumstances.
 - k. The Cardholder, hereby agrees and acknowledges that, any or all the instructions or communications given to the Bank directly or indirectly, via telephone, mobile phone, facsimile, untested telexes and faxes, telegraph, cable, e-mail or any other form of electronic communication, for any purpose related to the Card, funds, statement, etc. involves inherent risks and at times the said instructions or communication may not be clear, complete, visible, readable and as such Cardholder hereby agrees and confirms that the Bank shall not be held liable for and shall be indemnified from, any losses or damages including legal fees arising upon acting on, or failure to act on such

instructions or communications, wholly or in part in accordance with the said instructions or communications so received.

3. USE OF THE CARD

- a. The Card may be used to access Travel Funds at any ATM which accepts the Card except in India, Nepal and Bhutan subject to the condition that Bank and Shared ATM Network, as applicable, reserve the right at any time to refuse to permit the use of the Card at any ATM for any reason whatsoever. The Cardholder hereby agrees and undertakes not to use the Card in India, Nepal and Bhutan.
- b. The Cardholder may also use the Card to pay for charges incurred at any Merchant Establishment through POS terminals subject to the condition that the Bank and Merchant Establishments reserve the right at any time to refuse to permit the use of the Card at any Merchant Establishment for any reason whatsoever provided however that this facility shall not be used or availed in India, Nepal and Bhutan.
- c. The Card is acceptable at any institution belonging to the MASTERCARD network abroad. The Bank will not accept responsibility for any dealings the Cardholder may have with the other institutions including but not limited to any such services.
- d. The amount of each Transaction shall be debited from the Card immediately.
- e. In the event there are insufficient Travel Funds stored in the Card to honour a requested transaction, the transaction will not be honoured.
- f. The Cardholder can't withdraw funds by using the card at a POS terminal at any Merchant Establishment.
- g. For a refund of the Travel Funds, the Cardholder shall apply at any Bank Branch or AMC as applicable at any time during the validity of the Card. The refund shall be made in Indian rupees (INR) only after deduction of charges as applicable from time to time.
- h. The Cardholder undertakes and agrees not to use the Card for making payment for any illegal purchases i.e purchase of items/services not permitted by RBI as per the relevant regulations, rules, and guidelines.
- i. Use of the Card at any unauthorized location or for any purpose other than as stated under these Terms and Conditions is strictly prohibited and may result in cancellation of the Card and initiation of legal action by Bank.
- j. Bank will not be liable for any loss, direct or indirect, that may be suffered by the Cardholder as a result of any unauthorised use or cancellation of the Card for any reason whatsoever.

- k. The Cardholder shall be responsible for all the charges incurred on the Card whether or not the same is result of misuse or fraudulent use.
- l. The Cardholder must promptly notify the Bank or its authorized representatives via customer services if:
 - (i) the account is misused;
 - (ii) the Card is lost or stolen;
 - (iii) the Card is damaged or not working properly;
 - (iv) The Card is retained by an ATM, by reporting it as a lost card;
 - (v) The security of his PINs or passwords is compromised in any way.
- m. If there is a delay by the Cardholder in giving the Bank the notifications as stated above, the Cardholder is responsible for the losses occurring as a result of the delay, and the transactions performed may stand, resulting in the available balance being reduced accordingly.
- n. The Cardholder must block the Card through the customer care centre immediately if he believes that any of his Cards, Account details or PINs or password has been lost, stolen, compromised, or misused. The Bank upon adequate verification will permanently block the Card and will not be liable for any inconvenience caused to the Cardholder on this Account. The Bank will block / cancel the Card during working hours on a working day following the receipts of such intimation. The Cardholder will be liable for all the charges incurred on the Card until the Card is blocked.
- o. A replacement card may be issued by the Bank at such rate as may be prescribed by the Bank, provided that the Cardholder has complied with all the terms and conditions pertaining to the same. The cardholder should receive the replacement card and new PIN in a sealed pack. In case the Cardholder finds that the Card pack has been tampered with, the Cardholder should not use it, and should immediately inform the customer care centre or such other number as Bank may specify from time to time. Upon receipt of such intimation from the Cardholder, the Bank shall block the PIN and regenerate a new PIN and mail the same to the Cardholder.
- p. After blocking of Card, the Card cannot be used by the Cardholder again, even if the Cardholder subsequently finds the same. After blocking the Card, no refund shall be allowed on the Card, however it is provided that upon replacement of the Card, the Cardholder may request the Bank to refund the balance on the Card subject to other provisions hereof.
- q. In case of an unsigned Card, the Cardholder is liable for all charges incurred on it.
- r. The Cardholder shall be liable for all losses, including any consequential losses suffered by third parties, resulting from acting fraudulently, either alone or together with any other persons. The Cardholder may be liable for some or all losses arising

from any unauthorised access, whether occurring before or after notification, if the Cardholder have caused or contributed to such loss.

- s. 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.
- t. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safe keeping thereof. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with the Cardholder.
- u. The Bank shall not be liable for non-availability of the funds credited to the Card due to restrictions on convertibility or transferability, requisitions, involuntary transfers acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible thereof.

4. FEES AND CHARGES

- a. Without prejudice to the generality of the rights that the Bank has under the Contract Act, 1872 or any other statutory legislation, the Cardholder hereby acknowledges and understands that fees and/or charges in connection with the Card and the facilities would be levied from time to time. Details of the current applicable fees/charges will be displayed on Website of the Bank. Any government charges, or debts, or tax payable as a result of the use of the Card shall be Cardholder's responsibility.
- b. The Cardholder authorizes the Bank to deduct from the balance on his Card, and agrees to indemnify the Bank against any 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).
- c. Amount due and payable by the Cardholder, if not paid separately, be recovered by the Bank from the balance available in the Travel Funds or to the debit of any other account with the Bank of the Cardholder if any.

5. LIMITATION ON USAGE OF THE CARD

- b. The Bank reserves the right to limit or reduce the amount of Travel Funds that may be used for effecting any Transaction through the use of the Card per day or over a specified period at any time.

- c. ATMs or Merchant Establishments may also limit or restrict the number or value of Transactions that may be effected through use of the Card at any time. These limitations will vary for each ATM and Merchant Establishment. Bank shall not be responsible for either ascertaining or notifying the Cardholder as to such limits or restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions and limitations.
- d. The Bank shall not be responsible/liable for failure of any ATM to dispense cash or if the Cardholder is unable to withdraw cash for any reason whatsoever or if unable to avail the facility.
- e. When requested by the Bank or its authorized representatives, the Cardholder shall provide any information, records or certificates relating to any matters that the Bank deems necessary. The Cardholder shall allow or authorise the Bank to verify the veracity of the information furnished whatever means or from whichever sources deemed necessary. If the data is not provided or if it is incorrect, the Bank may at its discretion suspend/block/cancel the Card.
- f. The Card is for electronic use only and will be acceptable only at Merchant Establishments, which have an EDC terminal. Any usage of the card other than electronic use will be considered as unauthorized and the Cardholder will be solely responsible for such transactions. Electronic usage is construed when the charge slip/transaction slip printed electronically from the EDC terminal.
- g. Transactions are deemed authorized and completed and are binding on the Cardholder once the EDC terminal generates a charge slip. The amount of the transaction is debited from the primary account linked to the Card immediately for every purchase.
- h. The Bank will not accept responsibility for any dealings the Cardholder may have with the Merchant Establishment including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning the Merchant Establishment he should resolve it with the Merchant Establishment, and failure to do so will not relieve him from any obligations to the Bank. However the Cardholder should notify the Bank of this complaint immediately.
- i. The Bank shall not be in any way responsible for quality of merchandise, warranty or services purchased or availed of by Cardholder from Merchant Establishments including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods from the order placed by the Cardholder. 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 or delivery of the goods or services, and any dispute must be resolved by Cardholder with Merchant Establishment.
- j. The Bank accepts no responsibility for any surcharge/any other charge/fees levied by any Merchant Establishment and debited to the Card.

- k. Any charges or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition, was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card except where the Card has been lost, stolen or fraudulently missed, the burden of proof for which shall be on the Cardholder.
- l. In case, a Merchant wishes to cancel a completed Transaction due to an error or on account of merchandise return, the earlier sales receipt must be retained in his possession. Refunds of debits due to such transaction will be processed manually and the cancelled charge slip needs to be produced, if called for.
- m. All refunds and adjustments due to any Merchant/device error or communication link will be processed manually and the account will be credited after due verification and in accordance with MASTERCARD rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored only based on the available balance in the Account without considering this refund. The Cardholder also indemnifies the Bank from such acts of dishonoring the payment instructions.
- n. The Card should not be used at the hotels during check-in for a pre-authorisation and also at other locations where paying arrangements is done before completion of the purchase transaction or service.
- o. The Card should not be used for any mail order/ phone order purchases and any such usage will be considered as unauthorized and the Cardholder will be solely responsible. The Card can be used to make online purchases from merchants outside India. However, the additional security layer of second factor authentication (MASTERCARD securecode) is not mandated in many countries and the Cardholder will be fully responsible for online purchases made from merchants in such countries without using MASTERCARD secure code password.
- p. In the event of an Account being overdrawn due to card transactions, the Bank reserves the right to set off this amount against any credit lying in any of the Cardholder's other accounts. Nothing in these Terms and Conditions shall affect Bank's right of set-off transfer and application of monies within limits of prevalent laws
- q. The Bank will debit the Card Account for the value of all purchases of goods or services, cash, fees, charges and payments effected by the use of the Cards. In the situation that the Card Account does not have sufficient funds to deduct such services charges, the Bank reserves the right to decline such transactions and the decision of the Bank shall be binding on the Cardholder.
- r. The Cardholder agrees that the Bank's record of Transaction pertaining to his Card(s) is authentic and conclusive.

- s. The Cardholder is advised to retain a record of Transactions generated by the ATM/EDC terminal at Merchant Establishment with him.
- t. The Cardholder agrees not to attempt to withdraw/purchase using the card unless sufficient funds are available in the account. The onus of ensuring adequate card balance is entirely on him.
- u. The Card(s) cannot be used at merchants or ATMs after the expiry date. If, after a period of six months after the expiry date of the Card, the Bank cannot locate the Cardholder using his last recorded address, the available balance on the Card will be held by the Bank in accordance with applicable law and may be converted in other Supported Currency at the then applicable Conversion Rate.
- v. The Cardholder can contact customer services or visit any of the Banks branch or AMC as applicable to close the card. The available balance can be returned to the Cardholder in INR at an exchange rate applicable on the closing date via cheque or cash after deducting all applicable fees and unsettled/outstanding/disputed transactions. The Cardholder must destroy or return the Card(s) to the Bank.
- w. If the Cardholder transacts in a currency other than the currencies available in the account of the Cardholder, a conversion fee of 2.75% plus applicable service tax (or such higher/other fee as Bank may specify from time to time) will apply. The details of the latest conversion fee are available in the schedule of charges section on the website.
- x. Any statutory levy including duties or taxes payable as a result of the use of the Card shall be Cardholder's responsibility and if imposed on/recovered/sought to be recovered from the Bank (either directly or indirectly), such statutory levy shall be deducted from the available balance and/or recovered directly from the Cardholder and/or from any accounts maintained by the Cardholder with Bank.
- y. In case of loss or theft or unauthorized usage of the Card, the Cardholder shall advise any of our branches/ contact Customer Care Centre, as promptly as possible in writing or over phone, of the loss of the Card, however occurring. The Cardholder shall however be responsible and liable for all transactions effected with respect of the Account until it is confiscated or cancelled by the Bank.

z. Withdrawal and purchase limit(in respective currencies) on the card is as follows

Currency	Daily Withdrawal Limit	Daily Purchase limit (POS Transactions)
USD	5,000	10,000
GBP	4,000	8,000
EUR	4,500	9,000
CAD	6,500	13,000
AUD	6,500	13,000
CHF	5,000	10,000
JPY	5,00,000	10,00,000
SGD	3,500	12,000
AED	10,000	40,000
HKD	40,000	80,000

6. TRAVEL FUNDS

- a. The Cardholder may withdraw Travel Funds from ATMs up to such limit as may be determined by Bank and as may be in effect at any ATM from time to time, whether or not such limit is notified to the Cardholder.
- b. Cash withdrawn at an ATM with the Card shall be in a currency as permitted by the entity which owns or operates such ATM.
- c. If the Transaction is not made in the Supported Currency, MasterCard shall convert the Transaction in the Supported Currency using the MasterCard exchange rate. The exchange rate MasterCard uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate MasterCard itself receives), or the government-mandated rate relevant to the country of the unsupported currency being transacted, in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the Transaction occurred. The Bank will charge a currency conversion fee on the Transaction amount (which rate may be revised from time to time) and any other charges/fee as may be specified. The currency conversion fee will be calculated on the transaction amount

provided to the Bank by MasterCard. The same process and charges may apply if any Transaction is reversed. The converted amount, together with any additional processing charges, conversion fees or any other charges/fees, shall be debited by Bank from the Card immediately.

- d. The Card enables the Cardholder to obtain or ascertain information as to the balance of Travel Funds stored in the Card at ATMs by visiting the Bank's website. Some ATM operators may also charge a separate fee for ATM balance enquiries, which will be deducted from the available balance in the account. The Card can be used only if the account has a positive Available Balance. If the Cardholder makes or attempts to make any transactions that exceed the Available Balance in his Account, then he will be liable to the Bank for any negative balance plus any applicable fees, along with any costs incurred in recovering or attempting to recover the amount the Cardholder owes
- e. No interest/compensation or any benefit/bonus is payable by the Bank to the Cardholder and the Travel Funds do not constitute to be a deposit with the Bank, nor do they entitle the Cardholder to any overdraft / credit facility from the Bank.
- f. Notwithstanding anything contained herein, Bank may, at any time, without giving notice or reason, suspend or terminate all or any of services under the Card or their use by the Cardholder. All provisions of these Terms and Conditions which in order to give effect to their meaning will survive the suspension or termination of the services and/or the use of the services by the Cardholder. Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these Terms and Conditions to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.
- g. The period for which and the amount of Travel Funds the Cardholder may retain on the Card on his return to India is subject to limits and other conditions imposed by applicable law (Foreign Exchange Management Act, 1999), rules and regulations and the Cardholder shall comply with such limits and conditions at all times (including, without limitation, making the required declarations at the time of leaving and/or entering India).

7. RE-LOADING THE CARD

- a. The Cardholder may reload Travel Funds into the Card subject to the compliance with all applicable laws, rules and regulations in force from time to time as also providing all relevant details and paying the applicable fee as stated in Fees and Charges section above.
- b. In the event the Cardholder wishes to reload the Card, Bank reserves the right to:
 - i. limit the amount of Travel Funds that can be reloaded onto the Card.
 - ii. Limit the number of times funds can be reloaded onto the Card.
 - iii. Decline a reload transaction, at its sole discretion.

- c. If the Cardholder has received funds in excess of the Travel Funds, the Cardholder agrees to promptly repay the Bank any such funds upon such terms and conditions as Bank may specify.
- d. For the purpose of reloading the Card, Cardholder shall be required to complete any prescribed documentation and provide certain information pertaining to the Cardholder or the Card, as may be required by Bank.
- e. The Card shall be reloaded with value denominated in Supported Currency as requested by the Cardholder only. Amount of re-load shall be in strict compliance with the limits specified by the applicable laws, rules and regulations from time to time. The cardholder will be expressly responsible to adhere to such limits from time to time.

8. PERSONAL IDENTIFICATION NUMBER

- a. To enable the Cardholder to use the Card a PIN will be provided to the Cardholder by Bank in the Card welcome pack. In case of re-dispatch request of PIN, unless otherwise determined by Bank as to the mode of delivery of the PIN, the PIN shall be emailed to the Cardholder's on the email ID registered with the Bank.
- b. . The Bank bears no liability for unauthorized use of the Card. It is the Cardholder's responsibility to ensure that the knowledge of the PIN does not fall into any other person's hands.
- c. The security of the PIN is very important and breach of any of the above requirement shall amount to unauthorized use.
 - a. Bank is entitled at its absolute discretion to change or terminate the use of the PIN at any time without giving any reason and without any prior notice thereof.
 - b. The PIN may be used at any of the authorised ATM, and may be changed by the Cardholder by calling the customer care centre
 - d. The PIN (*whether as originally provided or subsequently changed*) by its usage together with the Card, or independently, and the transactions or instructions issued pursuant thereto, are deemed to be Transactions conducted, or instructions given, by the Cardholder. The Cardholder is liable for all Card Transactions effected by the use of the Card using the PIN, whether with or without his knowledge or authority.

9. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- a. Utilization and/or possession of the Card by the Cardholder is required to be in accordance with the applicable laws (including the exchange control/ Foreign exchange management Act of India, 1999), rules, regulations and directions as issued by the Reserve Bank of India and/or other appropriate authority under any law in

force from time to time in India and in the countries in which the Card is used by the Cardholder.

- b. The Card shall only be used outside of India, Nepal and Bhutan.
- c. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time.
- d. The Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.
- e. The Cardholder hereby indemnifies and agrees to keep Bank (and its service providers and sub-contractor) indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.
- f. The Bank reserves the right to cancel the Card.
- g. The Bank reserves the right to disclose the Cardholder information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.

10. EXCLUSION FROM LIABILITY

- a. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:
 - (i) Any defect in goods or services supplied.
 - (ii) The refusal of any person to honour or accept the Card.
 - (iii) Any statement made by any person requesting the return of the Card or any act performed by any other person in conjunction.
 - (iv) The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face whether such demand and surrender made and/or procured by the Bank or any person or computer terminal.
 - (v) The exercise by the Bank of its right to terminate any Card.
 - (vi) Any injury to the credit character and/or reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or any request for its return or the refusal of any Merchant Establishment to honour or accept the Card.
 - (vii) Any mis-statement, mis-representation, error or omission in any details disclosed to the Bank. Decline of transaction due to any reason at a Merchant location ATM.
 - (viii) Decline of a transaction because of excess foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his entitlements

- (ix) Refusal by a MASTERCARD member to allow a cash withdrawal at their ATMs
- b. The Bank accepts no responsibility and will 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 system or equipment failure or due to reliance by the Bank on third party, products or interdependencies including but not limited to electricity or telecommunication.
- c. 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.
- d. The Bank shall not be responsible/liable for failure of any ATM to dispense cash or if the cardholder is unable to withdraw cash for any reason whatsoever or if unable to avail the facility.
- e. The Bank shall not be responsible for any loss or damage caused to the Cardholder by (i) reason of any failure to comply with the Cardholder's instructions, when such failure is caused due to reason beyond the control of the Bank, the opinion of the Bank being final in this regard. (ii) The Bank acting reasonably in accordance with Cardholder's instructions.
- f. By applying for and availing the Card facility, the Cardholder grants express authority to the Bank or carrying out the Transactions performed by use of the Card. The Bank shall have no obligation to verify the authenticity of a Transaction made other than by means of the PIN.
- g. 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.

11. INDEMNITY

- a. The Cardholder agrees to and shall indemnify and hold the Bank and each of the employee agents, consultants, contractors, content providers or representatives of the Bank harmless against all actions, claims, liabilities, demands, proceedings, losses, damages, costs, charges and expenses including reasonable attorney's fees and court/adjudicating body costs 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:
 - (i) breach of the Cardholder's representations and warranties; or
 - (ii) the improper use of the Card by the Cardholder or any other person with/without the consent of the Cardholder; or
 - (iii) the breach by Cardholder or any other person with/without the consent of the Cardholder of any of the provisions of these Terms or any other agreement with the Bank by the Cardholder or any applicable laws/rules/regulations; or,

- (iv) fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents; or
- (v) by reason of the Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the Cardholder due to acts or omissions of the Cardholder, including but not limiting to : (a) Failure to intimate/inform the Bank when he/it suspects or knows that his/its passwords are known to third parties or when third parties use his/its passwords for carrying out unauthorized or illegal transactions; (b) Failure to keep confidential and secure the PIN from third parties; (c) Failure to inform the Bank regarding any changes in his/its personal information; (d) Failure to comply with the applicable law/rules/regulations; (e) Failure to comply with the usage guidelines issued by the Bank in respect of the Card as may be applicable at the relevant time; (f) Failure to comply with these Terms and Conditions.
- (vi) misplacement by the courier or loss-in-transit of the Card and/ or PIN

12. CHANGES TO THESE TERMS AND CONDITIONS

The Bank reserves the right to modify these Terms and Conditions mentioned herein from time to time. Without being bound to do so, the Bank may endeavour to provide you with notice of any such amendment. You would be required to keep yourself updated with the changes in the Terms and Conditions applicable to facility. Your continued use of the Card/ facility after any amendment of the Terms and Conditions mentioned herein shall constitute an acceptance of all such amendments and you will be bound by such amended terms and conditions. The Bank will not be liable to provide you any notice of any amendments to the terms mentioned herein, electronically or otherwise and it is your sole responsibility to be updated of any such amendments. You can review the most current version of this terms and conditions at any time by clicking Terms & Conditions on the login page of the YES BANK Limited website. The Bank reserves the right to change or discontinue, temporarily or permanently, the facility at any time without notice. In order to maintain the security and integrity of the facility, the Bank may also suspend your access to the service at any time without notice. You agree that Bank will not be liable to or any third party for any modification or discontinuance of the facility.

13. NOTICES

The Cardholder understands and acknowledges that notices in respect of the Account, the in connection with the Account may be given by the Bank either through email, post or fax, or posting a letter to the Cardholder's address or through any other mode. The Bank may also give any notice by posting the notice on their website and the same will be deemed to have been received by the Cardholder upon its publication on the website. The Bank may also publish notices of general nature, which are applicable to all customers in a newspaper. Such notices will have the same effect as a notice served individually to each Cardholder. Notice and instructions shall be deemed to be served in due course of post or upon receipt in the case of hand delivery, cable, telex or facsimile.

Any notice/communication sent by the Cardholder to the Bank shall consider as delivered only upon receipt of the same by the Bank.

14. GOVERNING LAW AND JURISDICTION

- a. Any legal questions concerning these Terms and Conditions, the agreement between the Bank and the Cardholder (which is governed by these Terms and Conditions) will be decided under the laws of India and the Cardholder agree to submit to the exclusive jurisdiction of the courts located in Bangalore , India as regards to any claims or matters arising under these Terms and Conditions and the mere fact that the Card can be used by a customer in a country outside India will not alter this jurisdiction.
- b. The Cardholder acknowledges and accepts that all transaction disputes will be governed by MASTERCARD dispute management rules. In case the Cardholder raises a Transaction dispute which is not admissible/representable as per MASTERCARD rules, the Cardholder shall be solely liable for the same without any liability to the Bank.

15. CONTACT US FOR QUERIES OR COMPLAINS AND GRIEVANCE REDRESSAL

In case of any complaints/queries in connection with the Card, the Cardholder may contact us through the Customer Care Centre, or Bank's branches.

16. OTHER TERMS AND CONDITIONS

- a. In case the Cardholder has any dispute in respect of any charge indicated in the statement provided by the Bank, the Cardholder shall advice details to the Bank within 30 days of the statement date failing which, it will be construed that all charges are acceptable and are in order. The Bank at its sole discretion may not accept any disputes on charges older than 30 days. A charge slip of the Transaction together with the card number noted thereon shall be conclusive evidence between Bank and the Cardholder as required to ensure that the Cardholder has duly receive the goods purchased /to be purchased or has duly received the service availed or to be availed to the Cardholder's satisfaction.
- b. The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with applicable charge indicated in the statement within two months of 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 along with details including a copy of the charge slip or payment requisition.
- c. The Cardholder should retain all vouchers and transaction records received from merchants and electronic equipment. Payment to the Merchant can't be stopped after the transaction has been completed. The Merchant must issue a valid refund voucher to make a refund to you. The Bank can credit Cardholder's account with the refund when it receives the voucher from the Merchant's bank. In case of a transaction dispute, the Cardholder should always first communicate directly with the Merchant to resolve the dispute. If it cannot be resolved, the Cardholder may contact the Bank to report it within

30 days of the transaction date in question. Proof of the purchase transaction and a written summary of relevant information along with the dispute form must be submitted by the Cardholder to enable the Bank to investigate the transaction which may take up to 60 days (except for unusual circumstances where it can take more time) from the time the Bank receives all the necessary information. The Bank will correct the error if it is our fault. If on reasonable grounds the Bank decides it is not our fault, we will notify you in writing as soon as this decision is made.

- d. Refunds or reversals, whether directly from a Merchant or in the form of a disputed Transaction that was transacted in a Supported Currency, will be returned in that Supported Currency in the same amount and credited to that Currency Wallet in Cardholder's account. If at the time of refund or reversal, Cardholder no longer has the applicable Currency Wallet and has the maximum number of Currency Wallets; an equivalent amount will be returned using the Conversion Rate as at the time of refund or reversal. Refunds or reversals of an amount that was transacted in an unsupported currency will be converted at the applicable Conversion Rate and returned to the Cardholder. Amounts returned for unsupported currencies and currency conversion fees may differ from the amount deducted from Cardholder's available funds at the time of the original transaction due to exchange rate fluctuations.
- e. The Bank reserves the right to terminate/block/decline the usage of the Card/access to the Available Balance, temporarily or permanently, upon the occurrence of any of the following events: (i) failure to adhere to or comply with Terms and Conditions herein; (ii) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings or proceedings of a similar nature; (iv) demise of the Cardholder, (v) when it becomes necessary to determine whether any person is rightfully entitled to use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.
- f. The Cardholder acknowledges that the information on his/her usage of the Card facilities is exchanged amongst financial institutions that provide such facilities. Acceptance of an application for a Card is based on no adverse reports of the Cardholder's credit worthiness. The Bank may report to other financial institutions any delinquencies on the Card or withdrawal of the Cardholder's Card facility. On receipt of adverse reports (relating to credit worthiness of the Cardholder or his/ her family members), the Bank may cancel the Card, whereupon the entire outstanding balance in connection with the Card as well as any further charges incurred by use of the Card, though not yet billed to the Card, shall be immediately payable by the Cardholder. The Bank shall not be obliged to disclose to the Cardholder the name of the financial institution, from where it received or to which it disclosed information
- g. The Cardholder may discontinue this facility any time by getting the Card blocked. The Bank shall be entitled to discontinue the product at any time by cancelling the card by giving 30 days of notice to the Cardholder. The Bank may also restrict, terminate or suspend the use of the Card at any time without prior notice if it reasonably believes it to be necessary for the business or security reasons.

- h. The Cardholder acknowledges that the Bank may assign, transfer or convey any or all its right and obligations in respect of the Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the Cardholder.
- i. Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or other further exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of other rights and remedies provided by law.

17. MISCELLANEOUS

The Cardholder is hereby informed that our Bank is covered under the Banking Ombudsman Scheme, 2006 of the Reserve Bank of India. Under this scheme, any grievance against the Bank, if not addressed within 30 days can be addressed to the Banking Ombudsman of the concerned city. Please follow the below link for contact details: https://www.rbi.org.in/Scripts/bs_viewcontent.aspx?Id=164