

Most Important "Terms and Conditions" for YES BANK Prepaid Instruments

1. Definitions:

Prepaid Instrument (PPIs): PPIs (Card/wallet) are payment instruments that facilitate purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments.

Know your Customer (KYC): The guidelines adopted by the Bank to identify the customer and verify the identity of the customer.

Personal Identification Number (PIN): PIN is a numeric password which is part of the kit handed over to customer by the bank while issuing the PPI.

Holder: Individuals/Organizations who obtain/purchase PPIs from Bank and use the same for purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments.

2. Obligation of the Prepaid Customer who purchases Prepaid Instrument from the Bank:

- a. Prepaid Instrument (PPI) shall be issued to a Customer at the sole discretion of the Bank post complying with "Know Your Customer" guidelines.
- b. The Bank shall levy fees for issuance/usage of the Prepaid Instrument as per Schedule of Charges displayed on Bank/Partner website and available on website "Terms & Conditions".
- c. The Bank shall issue a PIN to Customer for operating the PPI. The Customer shall take reasonable precaution to prevent misuse of the PIN. The Customer shall be solely responsible for any consequences arising directly or indirectly out of the disclosure of the PIN and/or unauthorized use of PPI as a result of any misuse for want of reasonable care and precaution. The Customer disclaims liability of the Bank for any unauthorized use of Prepaid Instrument and for any loss or damage incurred directly or indirectly as a result of such misuse.
- d. The Customer shall be responsible for safe custody of the Prepaid Instrument. In case of loss or theft of the Prepaid Instrument or misuse of the Instrument, the Customer shall immediately inform any of the branches /contact center of Bank. Customer shall be responsible and liable for all unauthorized transactions till the customer reports the unauthorized transaction to the Bank. A new Instrument shall be issued to the Customer, in lieu of lost/stolen PPI upon request in writing and payment of applicable fee as per the Schedule of Charges.
- e. The PPI can be used at any of the YES BANK ATMs or network ATMs for permitted transactions depending on the type and features of the PPI. The charge slip dispensed by the ATM during usage of the PPI shall not be construed as an evidence of the transaction. The records of transactions maintained by the Bank shall be conclusive and binding for all purpose.
- f. The Bank shall not pay any interest on the balance outstanding in the Prepaid Instrument at any point in time.
- g. The Bank will intimate the Customer through a SMS on the regd. mobile number, 45 days prior to expiry of validity period of the PPI. Customer needs to utilize the balance amount prior to expiry of the instrument. In case Customer does not utilize the balance amount within the validity period, the Customer can approach the bank for refund/transfer of outstanding balance. In case the Customer does not approach the bank within a specified period as prescribed by regulator, the outstanding balance will be transferred to a fund in compliance with the regulatory guidelines.
- h. Any claim for compensation made by the customer shall be settled purely as per the provisions of the Compensation Policy of the Bank.
- i. All card holders will be covered under Customer liability policy of YES BANK. For more details on customer liability policy please refer to Bank's website at www.yesbank.in

3. **Confidentiality:** The Customer hereto shall keep strictly confidential all information including but not limited to that which may be disclosed or confided to it by the other in the course of the performance of the obligations under this "Terms and Conditions". Neither the Customer nor YES BANK shall disclose the same to any third party without prior approval of the other party. This clause shall survive the termination of PPI issued by YES BANK. The following are the exceptions to this clause:

- a. information already in public domain;
- b. such information as is required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum.

4. **Change in information:** The Customer shall also inform YES BANK/Partner of any change in the Customers mailing address. Further, the Customer shall also inform YES BANK about any change in the details such as name, telephone number, or mobile number.

5. **Prohibition against assignment:** The functions, rights or obligations under these "Terms and Conditions" shall not be assigned or delegated to any party or person by the Customer without the express prior written consent of YES BANK. Any purported assignment or delegation in contravention of the terms of the "Terms and Conditions" shall be null and void.

6. **Suspension or Termination or Cancellation or discontinuance of the PPI:** YES BANK may, if it is satisfied that it is necessary so to do, at any time and on such conditions as it thinks fit, suspend or deny or terminate the PPI under the following circumstances:
 - (i) In the event of the Customer being declared insolvent or in the event YES BANK receives any notice/intimation about the death of the Customer;
 - (ii) In the event of the Customer committing breach of any of the terms, conditions, stipulations or its obligations under these “Terms and Conditions”
 - (iii) In the event of any restriction imposed on the Customer by an order issued by any regulatory authority or a Court in India or any investigating agency.
7. **Indemnity:** The Customer shall indemnify and keep YES BANK, its directors, officers, employees and agents indemnified of, from and against any cost, expenses, charges, which YES BANK is required to incur or has incurred to defend any such claim, suit, demand, prosecution, proceedings, due to any act of omission or commission, fraud, negligence or default on the part of the Customer as a holder of the PPI.
8. **Force Majeure:** Notwithstanding anything contained herein, YES BANK shall not be liable to the Customer for any harm, loss, damage or injury caused due to causes beyond its control such as tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labor action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, hacking, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.
9. **Service of Notice:** Any notice or communication required to be given under this “Terms and Conditions” shall not be binding unless the same is in writing and shall have been served by hand delivery against acknowledgement or by registered post at the Registered Office address of YES BANK Limited (in case a notice is to be served to YES BANK) and to address recorded with YES BANK in case notice is to be served to the Customer.
10. **Contact Centre details:** In case of any queries, please call toll free number 1800 1200. You can also write to vestouch@yesbank.in. Details can be found on www.yesbank.in
11. **Grievance Redressal:** Any complaint, dispute, grievance would be addressed to YES BANK in accordance with the Banks Grievance Redressal policy.
 - In case resolution provided does not meet your expectations, user can approach Grievance Redressal Officer at head.grievanceredressal@yesbank.in. If resolution provided by Grievance Redressal Officer is not satisfactory user can approach Principal Nodal Officer at principal.nodalofficer@yesbank.in For more details on Grievance Redressal policy, please refer to YES BANK website - https://www.yesbank.in/pdf/grievanceredressal_pdf
 - The User is hereby informed that YES 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
12. **Governing Language:** All deeds, documents and writings that may be executed and all correspondence that may be exchanged between the Customer and YES BANK hereto in relation to the subject matter of this “Terms and Conditions” shall be in English language, which shall be the governing language between the Customer and YES BANK hereto.
13. **Governing Law and Jurisdiction:** The use of PPI by the Customer shall be governed in all respects by the laws in force in India. The Customer agrees to submit to the exclusive jurisdiction of the courts in Mumbai. These “Terms and Conditions” shall be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by YES BANK and rules, regulations, bye Laws, Operating Instructions and circulars/communiqués/notices issued by the regulator.
14. **Change of “Terms and Conditions”:** YES BANK reserves the right, in its sole and absolute discretion to amend, delete, modify, vary, or supplement any of the “Terms and Conditions” at any time and will endeavor to give prior notice of seven days for such changes.
15. Please refer exhaustive “Terms and Conditions” displayed on website of YES BANK for the latest comprehensive applicable “Terms and Conditions”. The customer shall be deemed to have read and understood the exhaustive “Terms and Conditions” while dealing with YES BANK.