



# **CARDMEMBER AGREEMENT**



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**IMPORTANT:** Before using the enclosed YES BANK Credit Card, Cardmember is urged to read the Cardmember Agreement. The Cardmember shall be deemed to have unconditionally agreed to the Cardmember Agreement by acknowledging receipt of the Card or by signing on the reverse of the Card or by transacting on the Card. In such an event, this Agreement shall be deemed to have come into effect and shall be binding on the Cardmember and / or Add-on Cardmember(s). In case the Cardmember does not agree to the terms and condition expressed in the Cardmember Agreement, then he/she is urged to cancel the Card by cutting the Card across the magnetic stripe and the EMV Chip and sending it along with the Card closure request on the address given at the last of this Cardmember Agreement.

## 1. Definitions

- 1.1 'Applicant' shall mean person(s) who has / have applied for a Credit Card with YES BANK.
- 1.2 'Application' shall mean an application for a Credit Card made by the Applicant or Cardmember with YES BANK through various modes, including but not limited to, physical card application form or electronic medium (Internet/email) or telephonic application.
- 1.3 'Authorised Dealer' will have the same definition as mentioned in the Foreign Exchange Management Act, 1999, as amended time to time.
- 1.4 'Balance Transfer on EMI' shall have the same meaning as mentioned in clause 20 herein.
- 1.5 'Card' or 'Credit Card' or 'YES BANK Credit Card' shall mean a MasterCard/Visa Card or any other card, issued by YES BANK to Cardmember on his/her request
- 1.6 'Card Account' shall, depending on the context used, mean any Credit Card account opened in the name of the Cardmember and maintained by YES BANK for the purpose of usage of the Credit Card as per the terms and conditions contained herein.
- 1.7 'Cardmember' shall mean and include the Applicant and/or authorised Cardmember and/or Additional Cardmember.
- 1.8 'Cash Limit' or 'Cash Advance Limit' means the maximum amount of cash or equivalent of cash as defined or prescribed by YES BANK, that the Cardmember can use on his/her Card Account. Cash Limit is part of the Cardmember's Credit Limit.
- 1.9 'Charges' shall mean all such charges as detailed in Schedule of Charges annexed to Most Important Terms and Conditions (MITC).
- 1.10 'EMI on Call' shall have the same meaning as mentioned in clause 21 herein.

- 1.11 'FD' shall mean Fixed Deposit held by the Cardmember with YES BANK
- 1.12 'Instant EMI' shall have the same meaning as mentioned in clause 23 herein
- 1.13 'International Transactions' mean the transactions entered into by the Cardmember on his internationally valid Credit Card outside of India, Nepal and Bhutan.
- 1.14 'Limit' or 'Credit Limit' means the maximum debit balance permitted on the Card Account as notified by Bank to the Cardmember, which may vary from time to time.
- 1.15 'Merchant Partner' or 'Merchant Establishment' shall mean establishments wherever located which honour the Card and shall include among others, stores, shops, restaurants, hotels, airlines, online shopping and mail order advertisers (whether retailers, distributors or manufacturers) including mail order outlets (whether wholesalers, retailers, distributors or manufacturers) advertised as honouring a Credit Card.
- 1.16 'Minimum Amount Due' or 'MAD' means the minimum amount, which needs to be paid on payment due date as stated in the Statement.
- 1.17 Non-Resident Indian (NRI)' shall mean a person resident outside India who is a citizen of India
- 1.18 NRE (Non Resident Rupee) or NRO (Non Resident Ordinary Rupee) account, for this purpose, shall mean account which is opened by an NRI individual with YES BANK
- 1.19 'Payment Due Date' means the relevant date of every month, on which the payment in respect of the charges incurred by usage of the Card by the Cardmember falls due as communicated through the Statement.
- 1.20 'Person' means any individual, corporation, firm, company, institution, or other natural or legal person.
- 1.21 'PIN' or 'Personal Identification Number' means number allocated to the Cardmember by YES BANK or chosen by the Cardmember from time to time, in relation to the Card, to enable the Card to be used by the Cardmember for Transaction Instructions.
- 1.22 'Primary Cardmember' shall mean and include the Applicant and/or authorized Cardmember
- 1.23 'QuickCash on EMI' shall have the same meaning as mentioned in clause 22 herein.
- 1.24 'Reserve Bank of India/RBI' means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.
- 1.25 'Rewards Programme' shall have the same meaning as mentioned in clause 19 herein
- 1.26 'Statement' shall mean the monthly statement of Card Account as sent by YES BANK to the Cardmember at periodic intervals indicating the payments credited, the transactions debited to the Cardmember's Card Account and charges as applicable (if any)

along with payment required to be made by the payment due date as applicable.

- 1.27 'Supplementary Card' or 'Add-on Card' or 'Additional Credit Card' shall mean Credit Card issued by YES BANK to family member(s) of Primary Cardmember upon specific request by the Primary Cardmember, whereas liability on the Credit Card is shared by Primary Cardmember.
- 1.28 'Supplementary Cardmember' or 'Add-on Cardmember' or 'Additional Cardmember' shall mean family member(s) of Primary Cardmember, in whose name, Add-on Card is issued upon specific request from Primary Cardmember.
- 1.29 'Terms and Conditions' shall mean the Terms and Conditions as contained herein and any amendments thereto and / or as agreed by the Cardmember vide / through the Application and/ or such Terms and Conditions as may be issued or intimated by the Bank from time to time.
- 1.30 'Total Amount Due' or 'TAD' means the total amount outstanding as on the date of statement as mentioned in the Statement.
- 1.31 'Transaction Instruction' shall mean any instruction given by a Cardmember directly or indirectly to YES BANK to effect a transactions
- 1.32 'YES BANK' or 'YBL' or 'Bank' shall mean YES BANK Limited, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of the Companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Registered Office at YES BANK Limited, YES BANK Tower, IFC – 2, 15th Floor, Senapati Bapat Marg, Elphinstone (W), Mumbai - 400 013, having offices / branches throughout India and who is the proprietor of the Credit Card.
- 1.33 'YES PayNow' shall have the same meaning as mentioned in clause 24 herein
- 1.34 Use of the terms 'him', 'he', 'his' or similar pronouns shall, where the context so admits mean the 'Cardmember' and the masculine gender shall, where the context admits, include the feminine gender

## **2. Card Services**

- 2.1 The Card is the property of YES BANK. The Card is not transferable and its usage is subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by YES BANK from time to time. The Cardmember shall sign on the reverse of the Card immediately on receipt of the same. It will be honoured only when it is properly signed on the reverse and presented to a Merchant Partner by the Cardmember provided sufficient Credit Limit is available and the Credit Card is still valid and not cancelled or suspended. YES

BANK reserves the right to (1) ascertain the credit worthiness of the Applicant by obtaining report from Credit Information Bureau of India Limited (CIBIL) and such other reports as it may deem necessary and (2) decline to issue a Card to any Applicant at its sole discretion.

- 2.2 The Cardmember understands that the acceptance of the application by the Bank and/or signing on the reverse of the Card and/or use of the Card constitutes acceptance of the Terms and Conditions.

### **3. Use of the Card**

- 3.1 In case of an internationally accepted Card, the Card is valid world-wide except as provided in Clause 3.8 herein below. In case of other Cards the use is restricted at only the Merchant Establishments accepting MasterCard in India. However, YES BANK and the Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever. The Credit Card may be used only for bonafide personal or official purposes and its use is not permitted to be exploited by the Cardmember. In the event any charge for the purchase or availing other facility, is levied by the Merchant Establishment, on the charges incurred by the Cardmember, the same shall be settled with the Merchant Establishment and YES BANK shall in no manner be held liable for the same. On usage of the Card at the Merchant Establishment, the Cardmember must collect the copy of the charge-slips post transaction. YES BANK shall not provide copies of the charge slips to the Cardmember. YES BANK may, at its sole discretion agree to provide the Cardmember with the facility of effecting mail order or telephone order purchases. The Cardmember is aware that in case of mail order or telephone order or mobile purchases, the charge slips will not be signed by the Cardmember at the time of the purchase. Accordingly, the Cardmember accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Cardmember shall make payment to YES BANK of all out standings due.
- 3.2 All disputes related to purchase shall be a matter between Cardmember and the Merchant Establishment and will be settled by the Cardmember directly with the concerned Merchant Establishment. YES BANK shall not be liable, in any manner whatsoever, for the same.
- 3.3 The Card may be used: (i) Within the Credit-Limit notified by YES BANK to the Cardmember; and (ii) till the last date of the month embossed on its face as validity period.
- 3.4 The Cardmember's right to use the Card shall be determined forthwith: (i) In the event of termination pursuant to Clause 11 below; or (ii) in the event of loss /misuse or theft of Card; or (iii) in the event of damage to the Card.

- 3.5 By usage of the Card, Cardmember is deemed to have made a standing request that renewal of the Card and/ or replacement of Card be issued to each Cardmember until such time as the 24x7 YES TOUCH Customer Care Centre is notified otherwise by the Cardmember, and such renewal and/or replacement shall be subject to the sole discretion of YES BANK.
- 3.6 In the event of closure of relevant Credit Card variant or at the time of renewal of Credit Card, YES BANK at its sole discretion reserves the right to provide a Card type that is different from the existing Card type held by the Cardmember. The Credit Limits and Cash Limits on any Credit Card at any point in time are as per sole discretion of YES BANK.
- 3.7 The Cardmember shall act in good faith at all times in relation to all dealings with the Card and YES BANK.
- 3.8 The internationally valid Card issued to the Cardmember is valid world-wide except for payment in foreign exchange at Merchant Establishments in Nepal & Bhutan. In respect of Cards, the use of which is restricted only in India / Nepal / Bhutan, use outside India / Nepal / Bhutan is a breach of the "Foreign Exchange Management Act" (FEMA) or any other corresponding law. The Cardmember accepts full responsibility for wrongful use in contravention to these conditions and undertakes and agrees to indemnify YES BANK to make good any loss, damage, interest, conversion, any other financial charge that YES BANK may incur and / or suffer as a result of the Cardmember committing violations of the provisions thereof.
- 3.9 Internationally valid Card can be used for online transactions on internet for any purpose for which exchange can be purchased from an Authorised Dealer in India.
- 3.10 Internationally valid Card and all other Cards cannot be used for online transactions on internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc.
- 3.11 YES BANK reserves the absolute discretion and liberty to decline or honour the authorization requests on the Card without assigning any reason. In certain cases, subject to its sole discretion, YES BANK may require the Cardmember to contact the 24x7 YES TOUCH Customer Care Centre to authenticate the transaction before approving it and charging to the Card Account.
- 3.12 The Cardmember agrees that he/she will not use the Card as payment for any illegal/unlawful purchase/purposes.

## 4.Consent

- 4.1 The Cardmember authorises YES BANK, in addition to any other right enjoyed by the Bank, that the Bank shall be entitled, subject to applicable laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the RBI and/or any other relevant statutory authority from time to time, to disclose and disseminate to RBI or to a court of law or any other competent authority, as the case may be, the demographic, account or credit information (as required) of the Cardmember in its possession.
- 4.2 The Cardmember 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 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 Cardmember any payments and other amounts due by the Cardmember under the Terms and Conditions and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Cardmember or otherwise contacting the Cardmember (or any authorized signatory(ies)/representative(s) of the Cardmember) receiving cash/cheques/drafts/mandates from the Cardmember (or any authorized signatory(ies)/representative(s) of the Cardmember) and giving valid and effectual receipts and discharge to the Cardmember. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties (or any authorized signatory(ies)/representative(s) of the Cardmember) all necessary or relevant information pertaining to the Cardmember and the Credit Card and the Cardmember hereby consents to such disclosure by the Bank. Notwithstanding the above, in the event of any default by the Cardmember, the Cardmember expressly accepts and authorizes the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including any authorized signatory(ies)/representative(s) of the Cardmember, adult family members, accountants, secretary, etc. of the Cardmember) and disclose all necessary or relevant information pertaining to the Cardmember and the Credit Card and the Cardmember hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select). The Cardmember further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including any authorized signatory(ies)/representative(s) of the Cardmember, adult family members, accountants, secretary, etc. of the Cardmember) towards discharge of any amounts due on the Card.



- 4.3 Cardmember agrees that he/she would at all times keep his/her contact information including but not limited to full name, mailing and non mailing address, mobile and landline numbers and email address updated.

## **5. Credit Limit**

- 5.1 The welcome letter enclosing the Credit Card will show the initial Credit Limit applicable to Cardmember's Card Account. The Credit Limit applicable on Cardmember's Card Account is inclusive of all the Add-on Cards. Cardmember's Credit Limit will also be shown on his/her Credit Card monthly statement together with the amount of available credit at the statement generation date. On card cancellation, Credit Limit on the Card Account gets cancelled.
- 5.2 If Credit Card's total outstanding exceeds the Credit Limit, Cardmember must make immediate payment of any excess amount above the Credit Limit. A Charge as applicable from time to time will be levied to Cardmember's Card Account if he/she exceeds his/her Credit Limit irrespective of the amount by which he/she exceeds Credit Limit.
- 5.3 Depending on the nature of the purchase and profile of Cardmember, the Cardmember will be permitted purchases up to or above the 'available Credit Limit' or up to or above the 'available Cash Limit' as YES BANK may determine in its absolute discretion.
- 5.4 The Cardmember shall not be entitled to claim any interest on credit balances on Credit Card Account.
- 5.5 YES BANK will review Credit Limit on the Card Account periodically and will reserve the right to decrease or unconditionally cancel the Credit Limit without any prior notice to the Cardmember. In such instance, Bank will immediately inform Cardmember about the limit reduction by SMS, followed by written letter.
- 5.6 Any request to increase the Credit Limit by Cardmember post the approval of the application will be reviewed by the Bank only after the Bank receives a request from the Cardmember and relevant documents that may be asked for. The Bank basis an internal review reserves the right to accept or decline the request without providing any reason whatsoever.

## **6. Additional/Add-on Cards**

- 6.1 The holder of any additional Credit Card and the Primary Cardmember authorising its issuance are jointly and severally bound by the Terms and Conditions and the Primary Cardmember though primarily responsible, assumes joint and several liability for all Charges incurred by the Additional

Cardmember.

- 6.2 The Cardmember agrees and acknowledges that the facility of an Additional Card being a special facility made available to him/her at a concessional fee/rate.
- 6.3 The facility of an Additional Card will stand terminated in case of termination of Cardmembership of the Primary Cardmember. The liability of the Additional Cardmember for payments to the Bank is joint and several with the Primary Cardmember.
- 6.4 It is the responsibility of the Primary Cardmember to ensure that all information and /or document required as per the relevant regulations and policies and as may be prescribed by the Bank pertaining to the Additional Cardmember(s) are furnished to the Bank in a timely manner.
- 6.5 Without prejudice to the joint & several repayment obligations of the outstanding dues on the Credit Card by the Primary Credit Cardmember and/or Additional Cardmember, it is acknowledged and accepted that there shall be no commingling in usage of Credit Card facility i.e.: (i) Primary Cardmember shall not assign/transfer or permit usage of the Credit Card standing in his/her name to the additional Cardmember or to any other person/third party and (ii) the Additional Cardmember shall not assign/transfer or permit usage of the Credit Card standing in his/her name to the Primary Cardmember or to any other person/third party. In the event of any breach committed by the Primary/Additional Cardmember, such contrary actions would constitute the same to be misuse of the Credit Card at the sole / joint risk & peril of the Primary/Additional Cardmember(s) and the Bank shall not be liable for the same.

## **7. Liability**

- 7.1 Primary Cardmember is liable to the Bank for all Charges on the Primary Credit Card and all Add-on Credit Cards issued at Cardmember's request; and Primary Cardmember agrees that all Add-on Cards will be used in a manner consistent with these Terms and Conditions.
- 7.2 All Add-on Credit Cardmember agree to use each Add-on Credit Card bearing respective Add-on Cardmember's name in a manner consistent with these Terms and Conditions.
- 7.3 All communications sent or given to the Primary Credit Cardmember or the Add-on Credit Cardmember shall be deemed to have been sent or given to both.

## **8. Personal Identification Number(PIN)**

To enable the Cardmember to use the Card, a Personal Identification Number (PIN) will be issued to him/her. The PIN shall be mailed to him/her and in the event the same is not received in a sealed envelope,

the Cardmember shall contact the 24x7 YES TOUCH Customer Care Centre for reissuance of PIN. This PIN may subsequently, be changed by the Cardmember, at his own risk, on YES BANK website by login into Net Banking facility. Cardmember may also create a new PIN by visiting YES BANK's Net Banking facility (Subject to availability).

The PIN provides access to the Card Account and required for carrying out transactions on POS Within India or outside (wherever applicable). The Cardmember accepts the sole responsibility for use, confidentiality and protection of the PIN. He/she shall not record and/or verbally narrate the PIN in any form to any person including Bank's staff so as to facilitate the PIN coming to the knowledge of a third party. YES BANK is authorised by the Cardmember for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. YES BANK has no obligation to verify the authenticity of the Transaction Instruction sent or purported to have been sent from the Cardmember other than by means of verification of the Cardmember's PIN. The Cardmember shall at all times take all necessary steps, including those as mentioned herein, to maintain the security of the PIN. YES BANK may, in its absolute discretion, issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by YES BANK from time to time, the Cardmember will not hold YES BANK liable in case of any improper/ fraudulent/unauthorized/ duplicate/ erroneous use of the Card and/or the PIN. YES BANK will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Card Account, the Cardmember shall be responsible and shall indemnify YES BANK against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise.

## **9. Applicability of laws**

- 9.1 The Cardmember understands and acknowledges that it is the Cardmember's duty to be in compliance with all relevant laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the RBI and/or any other relevant statutory authority, including without limitation the exchange control rules and the relevant RBI regulations in relation to the use of the Card.
- 9.2 Utilization of an internationally valid Card will be strictly in accordance with the Exchange Control Regulations and that in the event of failure on the part of the Cardmember to comply with the relevant regulations, he would be liable for action under the provisions of the Foreign Exchange Management Act, 1999. The Cardmember may be debarred from holding the internationally valid Credit Card, either at the instance of the Bank or the RBI.
- 9.3 The Credit Card (International Transactions enabled) cannot be

used for making payment towards foreign currency transactions in Nepal and Bhutan i.e. while using the Card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian Rupees. The Credit Card is valid for use both in India as well as outside India and would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan." In case a Credit Card is cancelled, whether on account of non-compliance with the Exchange Control Regulations or otherwise, the Bank will not be responsible for any attempted usage of the Credit Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned Merchant Partner would be entitled to 'pick-up' a cancelled Card on presentation. The Cardmember should consult his Authorized Dealer regarding his foreign exchange entitlement.

- 9.4 A resident Cardmember going abroad for employment or emigration should necessarily inform YES BANK of the change in his/her residential status and apply for closure of his/her Credit Card. If any payment towards Credit Card dues is outstanding, after the residential status change of the Cardmember, Cardmember would need to make all payments due on his Card in inward remittances/ from his Non Resident Bank a/c (NRE/NRO/FCNR a/c). The Cardmember agrees and hereby authorises the Bank to convert such remittances to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time. It is the Cardmember's responsibility to inform the Bank about the change in his/her residential status. If the Cardmember attains the Non-Resident Indian (NRI) status, then he/she should ensure that all payment(s) towards his/her Credit Card Account from his/her Non-resident banking account. The Cardmember agrees and confirms that the Cardmember will not make any alternative payments through cash, cheque and fund-transfers and if the Cardmember fails to comply with requirements as stated above, YES BANK has the sole right to block or close the Credit Card forthwith and, without notice to that effect to the Cardmember.
- 9.5 The Cardmember accepts full responsibility for wrongful use in contravention of the Terms and Conditions including the violation of relevant laws, rules, regulations issued by RBI and unconditionally undertakes and agrees to indemnify the Bank and keep the Bank indemnified and harmless against any loss, damage, interest, conversion or any other financial charge or any other liability whatsoever that the Bank may incur and/or suffer on account of the Cardmember committing violation of the Terms and Conditions and/or all the relevant laws, rules, regulations, circulars, guidelines, notifications and instructions issued by the RBI and/or the Government of India and/or any other statutory body in respect thereof from time to time. This Clause shall survive the termination of the Terms and Conditions.

- 9.6 A foreign national or expatriates holding YES BANK Credit Card will ensure that valid VISA for stay in India is furnished to the Bank. In absence of valid visa, Bank has the right to forthwith block/cancel or close the Credit Card.
- 9.7 The Terms and Conditions are to be read in conjunction with the applicable laws of India, rules, regulations and guidelines published by RBI and other statutory authorities/regulators from time to time.

## 10. Goods and Services Tax

Goods and Services Tax as determined by the Government of India from time to time is applicable on all fees, interest and other charges as per relevant and prevailing regulations of the Government of India. The Cardmember will be bound to pay for the same.

## 11. Breach, Card closure or Termination/Withdrawal

### 11.1 Breach

In the event of breach of any of the Terms and Conditions by any Cardmember:

(i) notwithstanding any other provision of the Terms and Conditions, the Cardmember shall remain liable for any loss directly or indirectly resulting from such a breach

(ii) The Cardmember shall be liable to pay YES BANK, upon demand, all amounts outstanding from the Cardmember to YES BANK, whether due and payable to YES BANK at the date of such demand or not.

### 11.2 Card Closure

YES BANK Limited, One India Bulls Park, No 14, 3rd Main Road, Ambattur Industrial Estate, Ambattur, Chennai - 600058, request for closure of the Card Account.

The aforesaid notice will not take effect till the Card has been defaced by cutting off both the Chip and magnetic stripe and has been received by YES BANK. Save as aforesaid, neither the Card Account nor any Card may be closed.

In the event the Charges are incurred on the Card after the Cardmember claims to have destroyed the Card, but the Card has not been received by YES BANK, the Cardmember shall be entirely liable for charges incurred on the Card, whether or not the same are the result of the misuse and whether or not YES BANK has been intimated of the destruction of the Card.

### 11.3 Termination/Withdrawal

YES BANK may at any time, with or without notice, as to the circumstances in YES BANK's absolute discretion, close the Card Account. The Cardmember expressly acknowledges and accepts that if the Cardmember holds two or more Card Account

with YES BANK, being governed under these Terms and Conditions and defaults in making payments due to YES BANK under one of the Card Account, YES BANK is authorized to block the Credit Limit as made available to the Cardmember under all other YES BANK's Card Account/s as well as withdraw such privileges / benefits as made available under all such Card Account/s , till such time the defaulting Card Account is regularized by the Cardmember. The Cardmember also agrees and acknowledges that YES BANK shall not be required to provide any additional notice for the above.

On termination or closure of the Card Account and notwithstanding any prior agreement between YES BANK and the Cardmember, the total of all the Charges then outstanding, whether or not already reflected in the Statement shall become forthwith due and payable by the Cardmember as though they had been so reflected, and interest will accrue thereon from the date such charges have been incurred, as applicable from time to time.

YES BANK, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Card and/or cancel the Card at any time without giving any notice or assigning any reason therefore. In case of a temporary withdrawal, the privileges may be reinstated by YES BANK at its sole discretion. In case of a permanent withdrawal, YES BANK has a right to refuse membership to the Cardmember permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such temporary or permanent withdrawal, the Cardmember shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by YES BANK.

Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card. The Cardmember agrees to surrender the Card to YES BANK, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Cardmember to all possible legal actions under the law.

## **12.Fee & Charges**

### **12.1 Annual Membership Fee**

Annual membership fee is applicable on the Primary and Add-on Credit Card(s). This fee may vary depending on the relevant offer under which YES BANK Credit Card has been availed of by the Cardmember. The same is communicated to the Cardmember at the time of Credit Card application. This fees, including fees for any Add-on Cardmember, as applicable, are

billed to the Cardmember's Card Account on issuance / renewal and the same would be reflected in the monthly Statement of the month in which it is billed. No refund of fees will be applicable on closure of the Credit Card.

## 12.2 Cash Advance Fees

The Cardmember can use the Card to access cash round the clock from any ATMs in India or abroad. A transaction fee of 2.5% (Minimum Rs.300) would be levied on the amount withdrawn and would be billed to the Cardmember in the next monthly statement. The transaction fee is subject to change at the sole discretion of YES BANK. All cash advance transactions carry a finance charge equal to the charge on revolving credit (please refer schedule of charges) from the date of withdrawal until the date of full payment. Applicable finance charge is subject to change at the sole discretion of YES BANK.

## 12.3 Other Charges

Fees and charges, as may be applicable from time to time, are payable by Cardmember for specific services provided by YES BANK to the Cardmember or for defaults committed by the Cardmember with reference to his / her card account. For list of charges, please go through Schedule of Charges as available on MITC on YES BANK Website.

## 12.4 Finance Charges

- Finance charges are payable at the monthly percentage rate on all transactions from the date of transaction in the event of the Cardmember choosing not to pay his balance in full, and on all Cash Advances taken by the Cardmember, till they are paid back. Finance charges, if payable, are debited to Cardmember's account till the outstanding on the Card is paid in full.
- Finance charges on Cash Advances are applicable from the date of transaction until the payment is made in full.
- When the Cardmember carries forward any outstanding amount or avails of Cash Advance, a finance charge calculated by average daily balance method, will apply to balances carried forward and to fresh billings, till such time the previous outstanding amounts are repaid in full.
- Please note that the Finance charges and other charges are subject to change at the discretion of YES BANK.

12.5 YES BANK retains the right to alter any fees or charges from time to time or to introduce new fees or charges, as it may deem appropriate. Such changes will be made with prospective effect giving notice of at least one month.

## 13.Cash Withdrawal

The Cardmember can use the Card to access emergency cash from Automated Teller Machines (ATMs) of select YES BANK locations or correspondent banks/other locations as decided periodically by YES BANK and as specified by YES BANK to Cardmember from time to

time. The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as specified by YES BANK for each Cardmember. The Cardmember shall be required to retain the record of the transaction, generated by the ATM, with him. A transaction fee would be levied on all cash withdrawals and would be billed to the Cardmember in the Statement communicated thereafter. In addition, all cash withdrawals will also attract an interest calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by YES BANK. Please refer Schedule of Charges for applicable interest rates on cash withdrawals.

## 14. Billing and Payments

### 14.1 Billing and Statements of Account

- YES BANK will send the Cardmember a Statement on a monthly basis to the mailing address specified by the Cardmember to the Bank, billing him for all charges incurred by use of the Card plus all charges provided for in the Terms and Conditions. In case of charges in foreign currency, all such charges will be billed in the Statement in Indian Rupees only. The Cardmember hereby agrees and authorises MasterCard to convert charges incurred in foreign currency to the Indian Rupee equivalent thereof at the then prevailing exchange rate as on the date of transaction settlement with the card issuing bank and not the actual transaction date. Applicable rates would be as notified by MasterCard from time to time and including such charges as mentioned in the MITC. The foreign currency mark-up charge is towards facilitating international purchases on your card and covers the cost of currency conversion. Foreign currency (Non-U.S. Dollar) transactions on Credit Card are converted into U.S. Dollars (which is the currency denomination used by MasterCard, for settlement of international transactions) and then the U.S. Dollar amount is converted into Indian Rupees. U.S. Dollar transactions are converted directly into Indian Rupees. Charges incurred in Indian Rupees or local currencies of Nepal/Bhutan shall be billed under the head 'Domestic Transactions', while charges incurred in all currencies other than Indian Rupees or the local currencies of Nepal/Bhutan on the Card shall be billed under a separate head 'International Transactions'. Statement copy requests for Statements beyond Six (6) months would attract a charge.
- Please also refer to the Schedule of Charges published in the MITC and the YES BANK website for charge details. Please note that these Charges are liable to change at YES BANK's sole discretion from time to time with notice.
- A Cardmember may request to receive the Statement on e-mail if he subscribes to YES BANK's online statement facility. YES BANK will send the Statement in an electronic format each month to the e-mail ID specified by the Cardmember. A Cardmember may also view the Statement on YES BANK Net Banking Site.



- The Cardmember understand and accepts that he may not be sent a regular monthly Statement if there have been no transactions on the Cardmember Account, and the outstanding on Cardmember's Card Account is less than Rs 100/- debit balance or if the Cardmember's Card Account has a credit balance..

## 14.2 Payments

- The Cardmember will owe and make payment to YES BANK of all charges incurred by the use of the Card, plus all charges provided for in the Terms and Conditions as per Statement on or before due date. The Cardmember may opt to pay minimum amount due/total amount due or part of the total amount due. If there are any outstandings (whether billed or not) remaining unpaid as on Payment Due Date then such outstanding shall bear and carry such charges as specified in schedule of charges.
- YES BANK shall render Statements on the basis of transactions and other debits on the Card Account and the Cardmember shall make payments towards the same, so as to reach YES BANK on or before the 'Payment Due Date' indicated in the Statement. YES BANK sends the monthly statements to the registered address or to the e-mail ID(whenever opted) of the Cardmember and/or would be intimating the total outstanding by way of SMS. In case of non-receipt of statement or SMS, Cardmember should contact 24\*7 YES BANK Customer Care Number. A mere non-receipt of the physical statement and /or sms intimations cannot be a ground for non-payment of the total or minimum amount due on or before the due date for such payment.
- Outstation cheques, i.e. cheques payable at cities other than certain specific cities (such specific cities as are decided by YES BANK from time to time and available on request) will attract an outstation cheque processing fee.
- Payments received against outstanding dues on the Card will be adjusted in the following order:
  - (i) Taxes,
  - (ii) Interest
  - (iii) Fees and other charges,
  - (iv) Other principals e.g. EMI principal, retail transactions and Cash Advances

It is expressly understood that YES BANK will apply all payments made by the Cardmember in the aforesaid manner and any returned payments will be adjusted in the reverse order.

- YES BANK has the sole discretion to vary the interest rate from time to time and any such variation in the interest rate shall be intimated to the Cardmember.
- The Cardmember shall reimburse or pay to the Bank, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency, whether in India or abroad, on

account of any interest tax or other tax, levies, charges etc. levied by such Government authority or agency on the interest or any other amount/service(s) (and/or other charges) payable to the Bank.

- Payments towards the Card Account may inter alia be made in any of the following ways:

**Online:** Pay your outstanding dues on the Card online through YES BANK NetBanking from your YES BANK Saving and/or Current Accounts.

**Auto Debit :** Payments against the outstanding dues on the Card can be made by Auto Debit facility, where funds will be automatically transferred from your YES BANK Account to your Card account on Payment due date. Auto Debit can be set for Total Amount Due or Minimum Amount Due.

**NEFT Payment:** Now you can also pay your Credit Card bills through NEFT. Please use IFSC Code YESB0CMSNOC for this payment and mention your card number as the beneficiary.

**Cheque Payment:** You can make your YES BANK Credit Card payment by cheque, quoting your 16-digit Credit Card Number, and drop the cheque at any of our drop boxes in your city. Please mention your name and mobile number on the back of the cheque.

**Cash Payment:** You can also make payment through Cash at YES BANK Branches. Please refer to the Schedule of Charges in the Most Important Terms and Conditions for charges applicable for cash payments.

**Payment through Other Bank's Account Via BillDesk Payment facility:**

Cardmember can pay the Credit Card dues from their non YES BANK account through BillDesk Payment facility. Please visit [www.yesbank.in](http://www.yesbank.in) to know more.

- Cardmembers are not permitted to make excess payment into their Credit Card and artificially enhance their sanctioned Credit Limit for honouring high value transactions. Cardmembers are advised to approach Bank for enhancement of Credit Limit if such need arises.

The Cardmember declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Cardmember shall promptly cut the Card in 4 pieces and return the same to YES BANK for cancellation. The Cardmember is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused. In the event that YES BANK determines that the Cardmember has failed to take the steps as mentioned above in case of loss / theft /destruction of the card and the same are questionable, financial liability on the lost, stolen or damaged card would rest with the Cardmember and could even result in cancellation of the Card Account.

Cardmember will be liable for any charge incurred on the Card Account prior to the reporting of loss of card to YES BANK. No liability will be attached to the Cardmember for any unauthorized transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon YES BANK having suspended the Card Account. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Card, post reporting of the said Card as being lost/ stolen/ misused, YES BANK shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction Instruction.

YES BANK reserves the right to block the Credit Card on suspected risk of compromise in order to protect the interest of the Cardmember and to avoid misuse in any manner on the Card Account. The Cardmember shall not be able to use the blocked Card for any transaction/s and shall receive a replacement Card within 7 (seven) working days. In the event, the Cardmember, after being informed by YES BANK of the probable fraud risk, still requests to unblock the Card, YES BANK shall not be held liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.

### **15. Interest Free Period**

Cardmember can avail interest free credit period of upto 50 days subject to the scheme applicable on the specific Credit Card (please refer to the Schedule of Charges). However, Interest free period is not applicable if the previous month's statement balance has not been cleared in full on or before the due date. The same will also not be applicable if the Cardmember has withdrawn cash from ATM.

### **16. Returned Payments**

In case the cheque, Auto Debit instruction or any other payment instrument or instruction given by the Cardmember, towards payment of his Card dues, is not honoured, or must be returned to the Cardmember because it cannot be processed, YES BANK reserves the right to initiate legal proceedings against the Cardmember and will levy fee at its sole discretion and/or temporarily/permanently cancel the Card. The Cardmember will also be liable to pay the cheque return charges and late payment charges or any other charges as may be decided by YES BANK at its discretion.

### **17. Lost, Stolen or Misused Credit Cards**

If a Card is lost or stolen, it must be reported immediately to YES TOUCH 24 Hour Customer Care. However, in case of loss of Card due to theft, the Cardmember must also file a report with the local police station and should be able to produce a copy of the same upon request by YES BANK. YES BANK will, upon adequate verification, suspend the Card Account and terminate all facilities and/or privileges in

relation thereto and will not be liable for any inconvenience caused to the Cardmember.

The Cardmember declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Cardmember shall promptly cut the Card in 4 pieces and return the same to YES BANK for cancellation. The Cardmember is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused. In the event that YES BANK determines that the Cardmember has failed to take the steps as mentioned above in case of loss / theft /destruction of the card and the same are questionable, financial liability on the lost, stolen or damaged card would rest with the Cardmember and could even result in cancellation of the Card Account.

Cardmember will be liable for any charge incurred on the Card Account prior to the reporting of loss of card to YES BANK . No liability shall attach to the Cardmember for any unauthorized transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon YES BANK having suspended the Card Account.. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Card, post reporting of the said Card as being lost/ stolen/ misused, YES BANK shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction Instruction.

YES BANK reserves the right to block the Credit Card on suspected risk of compromise in order to protect the interest of the Cardmember and to avoid misuse in any manner on the Card Account. The Cardmember shall not be able to use the blocked Card for any transaction/s and shall receive a replacement Card within 7 (seven) working days. In the event, the Cardmember, after being informed by YES BANK of the probable fraud risk, still requests to unblock the Card, YES BANK shall not be held liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.

## **18. Insurance Benefits**

The Cardmember may be offered various insurance benefits from time to time by YES BANK through a tie up with an insurance company. In addition to terms and conditions as may be stipulated by the concerned insurance company providing insurance cover/facilities, for the purpose of these Terms and Conditions, the following additional terms and conditions shall govern such insurance cover:

- 18.1 Insurance cover may vary from Card to Card. The Cardmember understands that he/she is required to check and understand

the specific complimentary insurance cover provided to the Cardmember under the specific YES BANK Credit Card.

- 18.2 Insurance cover is not provided by YES BANK. Exclusions/limitations and claim process are applicable as per policies issued by the concerned insurance company. The Cardmember specifically acknowledges that YES BANK will not be liable in any manner whatsoever by virtue of any insurance cover provided, whether or not the premium for such insurance cover is paid by the Cardmember. The Cardmember acknowledges that the concerned insurance company will be solely liable, for all such insurance related claims/matters and the Cardmember shall not hold YES BANK responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the concerned insurance company and to the exclusion of YES BANK and no communication in this regard will be entertained by YES BANK
- 18.3 The Cardmember acknowledges that the insurance cover so provided will be available to the Cardmember only as per the terms of the relevant insurance policy in force, and only so long as the Cardmember is and remains a Cardmember of YES BANK with his Card Account being maintained in good standing (Cardmembership in open status) and on the Card membership being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of Cardmembership. Further, the Cardmember also agrees that even during the continuation of his Cardmembership, YES BANK may at any time with prior notice (in its sole discretion and /or without assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on YES BANK to continue this benefit.

## 19. Rewards Programme

Select YES BANK Credit Cards have feature of accruing Reward Points. Cardmember can accrue Reward Points against his/her retail spends as per the feature of the specific Credit Card (Please refer to usage guide for knowing the Reward Point Feature on your Credit Card). The Reward Points can be viewed in a Cardmember's monthly Credit Card statements or through NetBanking.

### **Terms and Conditions specific to Rewards Programme:**

1. Reward Points will be offered only for purchases made on the Credit Card. Cash Advances, spends on fuel/petrol any other fees/charges and disputed transactions will not

accrue Reward Points.

2. Reward Points earned by the Cardmember do not have an expiry period. A Cardmember can, therefore spend more, accumulate and enjoy the reward for his/her loyalty on the YES BANK Credit Card. YES BANK however reserves the right to introduce in future an expiry period for all earned Rewards points. Cardmembers will be duly communicated of the same through SMS/Email with a minimum of 30 days notice period.
3. A Cardmember is eligible for the Rewards Programme only as long as his/her Card Account and all linked accounts are valid and in good standing i.e. there are no amounts overdue.
4. Purchases on the Add-on Credit Cards will also accrue Reward Points. However, these Reward Points can be redeemed only by the Primary Cardmember .
5. A Cardmember cannot transfer his/her Reward Points to another Cardmember or to another Credit Card.
6. Reward Points can be redeemed by visiting [www.yesrewardz.com/creditcard](http://www.yesrewardz.com/creditcard) or by calling YES Rewardz 24-Hour Customer Care Centre by the Primary Cardmember only.
7. Any redemption request for Reward Points received by YES BANK will be fulfilled in approximately 3 (three) weeks time from the date of receipt.
8. YES BANK reserves the right to wholly or partly modify the Rewards Programme. YES BANK also reserves the right to change the reward redemption points, withdraw reward points, products and services in the rewards catalogue depending on availability or vary any of the terms and conditions therein, in its absolute discretion and without prior notice to the Cardmember .
9. The delivery of the products will be made only at the address or email registered with YES BANK against written acknowledgement of receipt of goods by any occupant at the physical address. YES BANK will not be responsible for wrong delivery or non-delivery where the address or an incorrect email id available on Bank records has not been updated by the Cardmember with YES BANK.
10. A reward redemption fee as communicated in the schedule of charges will debited from the Card Account for handling charges of all goods and services.
11. In the event of the Credit Card being voluntarily closed by a Cardmember, the Reward Points that are accumulated in the Card Account can be redeemed within 30 days from the date, the instructions have been provided to YES BANK. In case the Cardmember fails to redeem these points within 30 days of Card closure, the Reward Points will automatically lapse.

12. Any disputes arising out of vouchers/gift card issued against redemption of Reward Points that are defective or deficient in number must be addressed by calling the 24x7 YES TOUCH Customer Care Number within 7 days of receipt of such any goods or services. Claims made after 7 days shall not be entertained and the Cardmember shall be deemed to be satisfied with the redemption options.
13. Specific terms and conditions stated herein do not amount to commitment or representation by YES BANK to conduct such Reward Programmes.
14. For updated terms and conditions pertaining to the Rewards Programme at any point of time as applicable kindly refer to the Rewards Programme section on [www.yesbank.in](http://www.yesbank.in). Usage of the Rewards Programme will be deemed as automatic acceptance of the said terms and conditions.

## **20. Balance Transfer on EMI**

YES BANK Credit Card provides Cardmembers with an easy way to transfer his/her outstanding amounts with other bank's Credit Card (of a minimum of INR 2,500) at a lower interest rate of 12% p.a to 15% p.a in a tenure of a Cardmember's choice. The Balance Transfer on EMI Facility is only available to select Cardmembers. To check your eligibility please call the 24x7 YES TOUCH Customer Care Centre. The EMI for the transferred balance will be charged to Cardmember's monthly statement.

### **Terms and conditions specific to Balance Transfer on EMI:**

The Balance Transfer-on-EMI facility allows a Cardmember to avail of the Balance Transfer facility on his/her Credit Card and repay the same in Equated Monthly Instalments (EMI) for the tenure of the Balance Transfer plan.

1. The facility is offered only to select Cardmembers. To check eligibility, please contact the 24x7 YES TOUCH Customer Care Centre. The minimum amount that can be transferred from any other bank Credit Card account to the Cardmember's Credit Card is INR 2,500.
2. To avail the Balance Transfer facility, YES BANK may request the Cardmember to submit a copy of his/her latest other Credit Card statement of other bank from where the balance has to be transferred.
3. YES BANK shall send the demand draft favouring the other Credit Card account for the approved transfer amount to the Cardmember's mailing address.
4. The Equated Monthly Installment (EMI) amount will be billed to the Credit Card every month in the Statement on the billing date. A Balance Transfer transaction will block the available Credit Limit on the Cardmember's Credit Card

upto the amount of Balance Transfer on-EMI availed including applicable charges and service tax.

5. The maximum amount that can be transferred from the Credit Cards of other banks to the Cardmember's Credit Card is subject to pre-approval from YES BANK which will be communicated to the Cardmember at the time of consenting for the facility. Any transactions made post the consent will result in reduction of the processed amount and /or cancellation of the facility.
6. YES BANK reserves the right to decline or reduce the amount of any Balance Transfer request.
7. During the Balance Transfer term, the EMI per month will also be included for computing the minimum amount due, as mentioned in the monthly statement.
8. If the Cardmember closes his/her Credit Card before all installments have been posted, the outstanding amount will be debited to the Card Account as one consolidated amount and interest will be charged as per regular rate applicable, as communicated to the Cardmember from time to time. The entire balance outstanding on the Credit Card (including any balances transferred) will become payable immediately upon closure of the Credit Card whether such closure is initiated by YES BANK or by the Cardmember.
9. Cardmember can transfer outstanding balance from one or more other bank Credit Cards under different Balance Transfer options, within this limit.
10. The Credit Card of other bank from which the balance is to be transferred to the YES BANK Credit Card must be non-delinquent and current. YES BANK may conduct a 'dummy' 'authorization' on the Credit Card of other bank. If the authorisation is successful, Balance Transfer transaction will be approved subject to regular Balance Transfer approval conditions.
11. The Cardmember should continue to make payments on the Cardmember's Credit Card of other bank until the Cardmember receives confirmation in a subsequent YES BANK Credit Card statement that the account with the other issuer has been credited or upon receipt of the demand draft. The Cardmember can also call the 24x7 YES TOUCH Customer Care Number to check the status of his Balance Transfer facility.
12. YES BANK shall not be held liable for the service charges or late payment charges debited to the Cardmember's Credit Card account with other bank due to decline or delay in execution of Cardmember's Balance Transfer request.
13. This facility cannot be availed by a Cardmember to transfer balance from another YES BANK Credit Card.
14. YES BANK reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these



terms and conditions or to replace, wholly or in part, this facility by another facility, whether similar to this scheme or not, or to withdraw it altogether. YES BANK may at its discretion discontinue the Balance Transfer facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.

15. In case Cardmember opts for the NEFT mode for the Balance Transfer facility, the funds will be directly credited to the other Credit Card issuing bank .
16. All funds transferred through NEFT cannot be reversed once the request has been processed and the amount has been credited to the other Credit Card issuing bank by use of this facility. The Cardmember using NEFT facility accordingly confirms and agrees to this condition while opting for and choosing NEFT facility for Balance Transfer.
17. A foreclosure fee of 2% of the outstanding amount being foreclosed subject to a Minimum of INR 150/- will be charged to the Cardmember. YES BANK reserves the right to modify this fee from time to time and will be communicated to the Cardmember at the time of receipt of the foreclosure request.
18. YES BANK reserves the right to foreclose the loan and debit the entire outstanding amount if the earlier payments are overdue.
19. Payments made in excess of the card outstanding will not automatically be adjusted against un-billed EMIs to foreclose the Balance Transfer on-EMI facility, the Cardmember should contact the 24x7 YES TOUCH Customer Care Centre. No request for changes in the billing cycle shall be entertained during the entire loan period. The loan period is defined as the loan tenure selected by the Cardmember at the time of request.

## 21.EMI on Call

YES BANK Credit Card provides a Cardmember with an easy way to pay for his/her dream holiday, a brand new mobile phone or a television with the exciting new EMI on Call. It allows a Cardmember to pay for his/her purchases (of a minimum of INR 2,500) on his/her Card in convenient monthly instalments for tenure of his/her choice. EMIs will be calculated at a low interest rate range of 12% p.a to 15% p.a on a monthly reducing balance. This facility is available to select Cardmembers. To check your eligibility please call the 24x7 YES TOUCH Customer Care Number within 15 days of making the purchase.

### **Terms and Conditions specific to EMI on Call**

1. The EMI-on-Call facility allows a Cardmember to make purchases on the YES BANK Credit Card and then convert the purchase amount into Equated Monthly Instalments

(EMI) either billed or unbilled by request.

2. The EMI-on-Call offer is applicable only to select Cardmembers. To check your eligibility, please contact the 24x7 YES TOUCH Customer Care Centre. The EMI-on-Call will not get processed if there has been a reversal of the transaction or a chargeback dispute towards the said purchase transaction.
3. The EMI-on-Call facility can be offered only within 15 days from the date of the purchase transaction.
4. The minimum amount that can be availed under this facility is INR 2,500.
5. All other debit transactions like cash withdrawals, Card fees and other charges will not be eligible for this facility. The EMI amount will be billed to the Credit Card every month on the same date as the first installment date.
6. The Equated Monthly Installment (EMI) amount will be billed to the Credit Card every month in the Statement on the billing date. The EMI-on-Call facility will block the available Credit Limit on the Cardmember's Credit Card upto the amount of the facility availed including applicable charges and service tax.
7. A foreclosure fee of 2% of the outstanding amount being foreclosed subject to a Minimum of INR 150/- will be charged to the Cardmember. YES BANK reserves the right to modify this fee from time to time and will be communicated to the Cardmember at the time of receipt of the foreclosure request.
8. If the Cardmember defaults on payment of any of the EMIs, YES BANK reserves the right to foreclose the EMI-on-Call outstanding and debit the entire outstanding amount. The outstanding amount will be debited to the Card Account as one consolidated amount as part of the Credit Card outstanding and interest will be charged as per regular rate applicable, as communicated to the Cardmember from time to time.
9. If the Cardmember closes his YES BANK Credit Card before all installments have been posted, the outstanding amount will be debited to the Card Account as one consolidated amount and interest will be charged as per regular rate applicable, as communicated to the Cardmember from time to time. The entire balance outstanding on the Credit Card will become payable immediately upon closure of the Credit Card whether such closure is initiated by YES BANK or by the Cardmember .
10. YES BANK reserves the right to foreclose the loan and debit the entire outstanding amount, if the earlier payments are overdue.
11. Any EMI-ON-CALL requests by Add-on Cardmember will not be entertained and if availed by the Primary

Cardmember will be billed to the Primary Credit Card.

12. No request for changes in the billing cycle shall be entertained during the entire loan period. The loan period is defined as the loan tenure selected by the Cardmember at the time of request.
13. YES BANK reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these terms and conditions or to replace, wholly or in part, this facility by another facility, whether similar to this facility or not, or to withdraw it altogether. YES BANK may at its discretion discontinue the EMI-on-Call facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.
14. The Cardmember will not hold YES BANK responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that a Cardmember may suffer, sustain or incur by way the purchase of goods and services for which payment has been made on the YES BANK Credit Card and converted into EMI-on-Call facility.

## **22. QuickCash-on-EMI**

YES BANK Credit Card provides a Cardmember with an option to avail of the cash advance facility, which he/she can repay in Equated Monthly Installments (EMI). The amount for this facility will be provided as a percentage of your current available balance or total Credit Limit whichever is lower. This facility is available to select Cardmembers only. To check your eligibility please call the 24x7 YES TOUCH Customer Care Centre. The EMI for the facility will be charged to the Cardmember's statement.

### **Terms and Conditions specific to QuickCash-on-EMI:**

1. The Quick Cash-on-EMI facility allows a Cardmember to avail of the cash advance facility on his/her Credit Card (Card) and repay the same in Equated Monthly Installments (EMI).
2. This facility will be available to select Cardmembers. To check eligibility, please contact the 24x7 YES TOUCH Customer Care Centre.
3. The minimum amount that can be availed on a Cardmember's Credit Card is INR 2,500/-
4. The Quick Cash-on-EMI amount will be provided in the form of a Demand Draft in Indian Rupees issued in favour of the Cardmember or by transfer of funds via National Electronic Funds Transfer (NEFT) facility crediting the Cardmember's YES BANK savings account or other bank savings account as per the details provided by the Cardmember.
5. All funds transferred through NEFT cannot be reversed

once the request has been processed and the amount has been credited to the other bank savings account. The Cardmember using NEFT facility accordingly confirms and agrees to this condition while opting for and choosing NEFT facility for QuickCash-on-EMI

6. The demand draft issued for Cash-on-EMI are valid for the period mentioned on the demand draft and will have to be presented for encashment. If the demand draft issued is not presented for encashment within the said period, the same will be cancelled. It is the sole responsibility of the Cardmember to provide an accurate and valid YES BANK/ other bank account number accordingly.
7. The Equated Monthly Installment (EMI) amount will be billed to the Credit Card every month in the Statement on the billing date. A QuickCash-on-EMI will block the available Credit Limit on the Cardmember's Credit Card upto the amount of QuickCash-on-EMI availed including applicable charges and service tax.
8. The maximum amount that can be provided under the QuickCash-on-EMI facility is subject to pre-approval from YES BANK which will be communicated to the Cardmember at the time of consenting for the facility. Any transactions made post the consent will result in reduction of the processed amount and / or cancellation of the facility.
9. The proceeds of the QuickCash-on-EMI facility cannot however be used for the purpose of investment in equity shares, convertible bonds, debentures and units of equity oriented mutual funds.
10. YES BANK reserves the right to decline or reduce the amount of any QuickCash-on-EMI request.
11. During the QuickCash-on-EMI term, the EMI per month will also be included for computing the minimum amount due, as mentioned in the Statement.
12. If the Cardmember closes his/her Credit Card before all instalments have been posted, the outstanding amount will be debited to the Card Account as one consolidated amount and interest will be charged as per regular rate applicable, as communicated to the Cardmember from time to time. The entire balance outstanding on the Credit Card (including any balances transferred) will become payable immediately upon closure of the Credit Card whether such closure is initiated by YES BANK or by the Cardmember.
13. The QuickCash-on-EMI tenure applicable is mentioned on the payment advice sent to you as a physical statement or email.
14. YES BANK reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these terms and conditions or to replace, wholly or in part, this facility by another facility, whether similar to this facility or not, or to withdraw it altogether, at any time without any prior

notice. YES BANK may at its discretion discontinue the QuickCash-on-EMI facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.

15. A foreclosure fee of 2% of the outstanding amount being foreclosed subject to a minimum of INR 200/- will be charged to the Cardmember. YES BANK reserves the right to modify this fee from time to time and will be communicated to the Cardmember at the time of receipt of the foreclosure request.
16. YES BANK reserves the right to foreclose the loan and debit the entire outstanding amount if the earlier payments are overdue.
17. Payments made in excess of the card outstanding will not automatically be adjusted against un-billed EMIs to foreclose the QuickCash-on-EMI facility, the Cardmember should contact the 24x7 YES TOUCH Customer Care Centre. No request for changes in the billing cycle shall be entertained during the tenure of the QuickCash-on-EMI facility.

### **23. Instant EMI**

Make your shopping experience exciting with the new feature of Instant EMI on YES BANK Credit Card. Cardmember can buy a wide range of products and services from electronics to travel at select Point of Sale and Online Merchants and convert them instantly into Equated Monthly Installments (EMI).

All Cardmember has to do is to ask the merchant at the point of sale or select the EMI option at the online merchant's payments page and select from a wide ranging tenure. Cardmember also gets to benefit from merchant offers on YES BANK Credit Card from time to time. To know more about this facility please visit [www.yesbank.in](http://www.yesbank.in) or call the 24X7 YES TOUCH Customer Care Number. Cardmember continues to earn Credit Card Reward Points on EMI Transactions with No Documentation

#### **Instant EMI Terms and Conditions:**

1. In the Instant EMI feature the Cardmember can make purchases on the YES BANK Credit Card and convert the purchase amount into Equated Monthly Installments (EMI)
2. The Instant EMI facility is available at select merchants only and additions/deletions may be made to the list, without any prior notice to the Cardmember.
3. The Instant EMI facility and conversion of the transaction into EMI is subject to final approval from YES BANK and the Cardmember notes that in certain exceptional circumstances including but not limited to Cardmember's card going delinquent, blocked etc., between the time of

purchase and settlement by the Bank, the EMI facility may be declined post the transaction approval.

4. The minimum amount per transaction that can be availed under this facility is INR 2,500/-
5. The Equated Monthly Installment (EMI) amount will be billed to the Credit Card every month in the Credit Card statement on the billing date. The Instant EMI facility will block the available Credit Limit on the Cardmember's Credit Card upto the amount of the facility availed including applicable charges and service tax.
6. The rate of interest and processing fees applicable will be charged as mentioned on the charge slip signed by the Cardmember at the time of placing the request for conversion of transaction into Instant EMI.
7. The tenure of the loan will be chosen by the Cardmember at the time of placing the request for Instant EMI from the available options. The tenure chosen by the Cardmember will be mentioned on the chargeslip and cannot be changed at a later stage.
8. A foreclosure fee of 2% of the outstanding amount being foreclosed subject to a Minimum of INR 150/- will be charged to the Cardmember. YES BANK reserves the right to modify this fee from time to time and will be communicated to the customer at the time of receipt of the foreclosure request.
9. If the Cardmember defaults on payment of any of the EMIs, YES BANK reserves the right to foreclose the Instant EMI outstanding and debit the entire outstanding amount. The outstanding amount will be debited to the card account as one consolidated amount as part of the retail balance and interest will be charged as per regular rate applicable, as communicated to the Cardmember from time to time.
10. If the Cardmember closes his YES BANK Credit Card before all installments have been posted, the outstanding amount will be debited to the card account as one consolidated amount and interest will be charged as per regular rate applicable, as communicated to the Cardmember from time to time. The entire balance outstanding on the Credit Card will become payable immediately upon closure of the Credit Card whether such closure is initiated by YES BANK or by the Cardmember.
11. YES BANK reserves the right to foreclose the Instant EMI facility and debit the entire outstanding amount, if the earlier payments are overdue.
12. All Instant EMI requests by Add-on Cardmembers will be billed to the Primary Card. And such requests shall be binding upon the Primary Cardmember and the Primary and Add-on Cardmember shall be jointly and severally liable for the transaction and for availing of this facility.
13. No request for changes in the billing cycle shall be

entertained during the entire loan period. The loan period is defined as the loan tenure selected by the Cardmember at the time of request.

14. The amount of cashback and / or discount if any as provided by the Original Equipment Manufacturer (OEM) or the Store from where the goods or services are purchased will be credited to the Cardmember's account only once they are received duly and in full from the OEM and / or the Retail Store within a period of 90 days from the date of the transaction. YES BANK will not provide any cashback in case the cashback amount is not credited to YES BANK by OEM/Store within 90 days from the date of transaction.
15. YES BANK reserves the right at any time without previous notice to add, alter, modify, change or vary all or any of these terms and conditions or to replace, wholly or in part, this facility by another facility, whether similar to this facility or not, or to withdraw it altogether. YES BANK may at its discretion discontinue the Instant EMI facility at any time during the pendency of the facility, foreclose the loan and debit the entire outstanding amount to the Credit Card.
16. The Cardmember will not hold YES BANK responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses that a Cardmember may suffer, sustain or incur by way of the purchase of goods and services for which payment has been made on the YES BANK Credit Card and converted into Instant EMI facility.
17. In an event, the Cardmember cancels a transaction (purchase) post its conversion to Instant EMI option, the minimum foreclosure fee will be applicable

## **24. YES PayNow (Bill Payment Service)**

YES PayNow facility enables a Cardmember to pay his/her utility bills through the YES BANK Credit Card. This facility can be activated by a Cardmember by filling up the YES PayNow application form.

The Cardmember can register the bill details as specified by the biller and payment will be made on the specific date as per the bill amount presented to YES BANK from a Cardmember's Card Account. The Cardmember will receive an intimation as a transaction SMS when the bill amount due is being debited to the Card Account.

By registering for YES PayNow facility, the Cardmember authorises YES BANK and its agents to follow the payment instructions provided to YES BANK.

The Cardmember will provide YES BANK with the names and

information of his/ her utility account with those billers, as required by the biller to whom he wishes to make bill payments. The Cardmember fully understands that YES BANK engages third party agent(s) to provide the bill payment service.

Registration for the bill payment service is not immediate and the time taken for registration varies from biller to biller.

**Terms and Conditions specific to YES PayNow:**

1. By registering for YES PayNow facility, through YES BANK, the Cardmember agrees that YES BANK is authorized to accept the Cardmember's instructions to make payment from his/her CardAccount. The Cardmember accepts that, he/she authorizes YES BANK to debit his/her CardAccount on a business day and to remit funds to the Biller on his behalf electronically.
2. The utility bill payments will be processed subject to the utility company/service provider presenting the bill for payment with YES BANK
3. YES BANK will not be connected with the disputes between the utility companies and the Cardmember in any way
4. YES BANK cannot be responsible for any delays made by the Billers themselves.
5. Any change in the biller details on account of change of mobile / landline number, change of address etc, the Cardmember will be required to first de-register the existing billers. Upon successful de-registration the Cardmember may register the new biller through 'Add by filling up a fresh YES PayNow application form.
6. YES BANK or its agents shall incur no liability if they are unable to effect any Utility Bill payment instruction on the bill payment due date due to any one or more of the following circumstances:
  - If instructions to make a Bill Payment is not received 3 Business Days before the due date.
  - If the bill amount paid by the Cardmember varies from the actual bill amount from the Biller.
  - If the Card Account does not have sufficient available balance, Card is blocked, closed or land , various other reasons (either by YES BANK or the Cardmember to cover the payment of the respective bill)
  - The name of Biller and/or details required by the Biller for effecting the payment is not correctly provided by the Cardmember .
  - Due to refusal of the Biller to receive the payment for any reason whatsoever.
7. YES BANK shall not be responsible if the payment instructions are not affected for reasons not directly attributable to YES BANK or its agents nor for any claim for consequential or punitive damages or for loss of profit. Refunds for rejected payments will be credited back to the



Card Account within 5 business days from where the debit was initiated in the first place.

8. YES BANK or its agents retain the customary right to suspend the operations of the YES PayNow facility without notice and at their sole discretion.
9. YES BANK has the sole discretion to change, add or delete these terms and conditions.
10. YES BANK may modify, terminate and/or suspend Bill Payment facility to the Cardmember anytime with or without prior notice, due to any changes in internal policies, rules, regulations and laws set by relevant authorities/regulators.
11. The Cardmember hereby provides his/her consent for the premises and covenants contained in these terms & conditions.
12. The Cardmember authorises YES BANK to share the Cardmember's personal and bill payment related information with its agents, Billers and/or financial institutions acting as payment gateways/service providers. The Cardmember accepts and acknowledges that YES BANK shall be entitled to assign any activities to any third party agency at its sole discretion.
13. Receipt will not be given for bills paid through YES PayNow facility. Cardmember statement is adequate proof that such payment was paid to the utility company.

The Cardmember can delete any Biller under the YES PayNow facility by calling on the 24x7 YES TOUCH Customer Care Number. The instruction would be effected within 7 working days of receipt of the instruction.

## **25. Quality of Goods and Services**

- 25.1 YES BANK shall not in any way be responsible for merchandise, merchandise warranty of the goods/ services purchased or services availed of by the Cardmember from Merchant Partners including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardmember. It must be distinctly understood that the Credit Card facility under the Terms and Conditions is purely a facility to the Cardmember to purchase goods or avail of services and YES BANK holds out no warranty or makes no representation about quality, delivery, performance, suitability, use or otherwise howsoever of goods and/or services availed of by the Cardmember from the Merchant Partner, and any dispute or claim must be resolved by the Cardmember with the Merchant Partner. YES BANK shall not be made party to any disputes between the Cardmember and the Merchant Partner. The Cardmember shall not communicate in any manner

whatsoever, inter alia, by electronic mail, telephone, post, or personal meeting, with YES BANK in this regard. Any such communication shall not be entertained by YES BANK.

- 25.2 The Cardmember hereby confirms and agrees that the existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all Charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.
- 25.3 Purchase made on the Credit Card shall remain the property of YES BANK, where applicable, till such time the charges pertaining thereto are fully paid by the Cardmember to YES BANK. YES BANK reserves the right at any time to seize or direct a Merchant Partner or any third party to seize all or any purchases made on the Credit Card if they are or come into the possession, custody or control of YES BANK, the Merchant Partner or third party, as the case may be. All liquor charges shall be subject to the laws in each state for acceptance of the Credit Card.
- 25.4 The third party products/services are provided by the relevant third parties and YES BANK does not guarantee the product/services. In case of any complaint by the Cardmember regarding the same the Cardmember should directly approach the third parties for the same.

## **26.Card Issuance for NRI**

Credit Card is issued to Non Resident Indians based on the statements/declarations made by the Cardmember in the Application Form submitted to the Bank. If there is a change in the residential status of the Cardmember, it shall be the duty of the Cardmember to immediately intimate the Bank about the same. Cardmember understands that this Credit Card is issued to him against the Fixed Deposit maintained by him with the Bank and that the Bank shall mark a lien on the said Fixed Deposit for securing the payment. The validity of the Credit Card is subject to the validity of underlying FD and the FD shall be renewed from time to time. Cardmember understands that in case he wishes to prematurely encash the Fixed Deposit, the Credit Card issued against the said FD shall be cancelled. If the Cardmember fails to pay at least the Minimum Due on the Credit Card and there are 3 overdue payments or where the Cardmember wishes to withdraw the FD amount or if the FD is terminated for any reason and/or where the Credit Card is cancelled by Cardmember or the Bank, the Bank shall have the undisputed right to liquidate the entire FD amount without prior notice or reference to Cardmember and to appropriate and set off the outstanding amount payable by Cardmember to the Bank against the Credit Card together with interest and other charges from the FD proceeds and only the balance amount post deduction of Bank's dues shall be refunded to Cardmember. Cardmember shall make all

payments due on the said Credit Card through his/her NRE/NRO account or from remittances from outside India through normal banking channels. The Bank will convert such remittances to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time . The Bank has the right to discontinue or modify any of these services completely or partially without any prior notice to Cardmember.

## **27. Issuance of secured Credit Card against Fixed Deposit**

For secured Credit Card whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Credit Card by the Cardmember will be secured by lien on Fixed Deposits / such other assets as approved by the Bank and standing in the name of the Cardmember singly , in the form and manner as prescribed by the Bank. The Cardmember shall execute all such documents in the form and manner satisfactory to the Bank for creation of the security. Cardmember understands that this secured Credit Card is issued to him against the Fixed Deposit maintained by him with the Bank and that the Bank shall mark a lien on the said Fixed Deposit for securing the payment. The validity of the Credit Card is subject to the validity of underlying FD and the FD shall be renewed from time to time. Cardmember understands that in case he wishes to prematurely encash the Fixed Deposit, the Credit Card issued against the said FD shall be cancelled. If the Cardmember fails to pay at least the Minimum Due on the Credit Card and there are 3 overdue payments or where the Cardmember wishes to withdraw the FD amount or if the FD is terminated for any reason and/or where the Credit Card is cancelled by Cardmember or the Bank, the Bank shall have the undisputed right to liquidate the entire FD amount without prior notice or reference to Cardmember and to appropriate and set off the outstanding amount payable by Cardmember to the Bank against the Credit Card together with interest and other charges from the FD proceeds and only the balance amount, post deduction of Bank's dues, shall be refunded to Cardmember.

## **28.Exclusion of Liability**

- 28.1 Without prejudice to the foregoing, YES BANK shall be under no liability whatsoever to the Cardmember in respect of any loss or damage arising directly or indirectly out of:
  - 28.1.1 any defect in any goods or services supplied;
  - 28.1.2 the refusal of any Merchant Partner to honour or accept the Card;
  - 28.1.3 the malfunction of any computer terminal;
  - 28.1.4 the giving of Transaction Instruction(s) other than by a

Cardmember;

- 28.1.5 any statement made by any person requesting the return of the Card or any act performed by any person in conjunction thereof;
  - 28.1.6 handing over of the Card by the Cardmember to anybody other than designated employees of YES BANK at YES BANK's premises;
  - 28.1.7 the exercise by YES 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 by any person or computer terminal;
  - 28.1.8 the exercise by the Bank of its right to terminate any Card or the Card Account;
  - 28.1.9 any injury to the credit character and reputation of the Cardmember alleged to have been caused by the repossession of the Card and/or any request for its return or seizure of all or any purchases made on the Credit Card or the refusal of any service establishment/mail order establishment to honour or accept the Card;
  - 28.1.10 any misstatement, misrepresentation, error or omission in any details disclosed by the Bank;
  - 28.1.11 decline of a charge because of exceeding credit limits or foreign exchange entitlements as prescribed by the Exchange Control Regulations issued by the RBI from time to time, or the Bank becoming aware of the Cardmember exceeding his entitlements;
  - 28.1.12 inability of the Cardmember to withdraw cash at any ATM;
  - 28.1.13 malfunction of any communication or other equipments resulting in the inability of the Cardmember to avail of any facilities or to access any services;
  - 28.1.14 any defect in any services concerned insurance company or adequacy of insurance cover.
- 28.2 In the event a demand or claim for settlement of outstanding dues from the Cardmember is made either by the Bank or any person acting on behalf of the Bank, the Cardmember 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 Cardmember, in any manner and the Cardmember absolves the Bank and its employees and officers of all liabilities in this regard.

## **29. Disputes**

- 29.1 Any chargeslip or other payment requisition received from a Merchant Partner by YES BANK for payment shall be

conclusive proof that the transaction recorded on such chargeslip or other requisition was properly incurred in the amount and by the Cardmember referred to in that chargeslip or other requisition, as the case may be, by the use of the Credit Card, except where the Card has been reported lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardmember. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Cardmember at a Merchant Establishment by use of the Card which is not recorded on a chargeslip.

- 29.2 Should the Cardmember choose to disagree with a Charge indicated in his/her Statement, the same should be communicated so as to reach YES BANK within 60 (Sixty) days from receipt of the Statement, failing which it would be construed that all charges and the Statement are entirely in order and accepted by the Cardmember. On receipt by YES BANK of any such communication from a Cardmember, YES BANK 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 found to be with the Cardmember's Card Account, the Charge will be reinstated in a subsequent statement.
- 29.3 Transactions, where the Card is not physically required, which are duly authorised by the Cardmember by use of the Cardmember's 3D Secure Password and/or PIN or through any alternative authentication methods as prescribed by the Bank, such transactions are deemed to be valid transactions.
- 29.4 Secure transactions where 3D Secure password and/or PIN, has been validated to authenticate Cardmember identity prior to completing a Card Not Present (CNP) / Card Present (CP) transaction (as applicable) will be deemed valid. Cardmember will be liable for such transactions. The Bank will not entertain any dispute request towards such secure transactions. In case of dispute, Cardmember would be required to file a complaint with police or appropriate law enforcement authorities and the Bank will co-operate and assist as may be required by police or such law enforcement agencies.

### **30.Right to Set-Off**

- 30.1 YES BANK shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any other account(s) of the Cardmember maintained with YES BANK, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of YES BANK (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Cardmember in

any capacity) towards the satisfaction of the Cardmember's liability under his Card Account. YES BANK is entitled without any notice to the Cardmember, to settle any indebtedness whatsoever owed by the Cardmember to YES BANK (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Cardmember with YES BANK notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. YES BANK's rights hereunder shall not be affected by the Cardmember's bankruptcy, death or winding-up. It shall be the Cardmember's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

- 30.2 In addition to the above mentioned right or any other right which YES BANK may at any time be entitled whether by operation of law, contract or otherwise, YES BANK is authorized / will be entitled: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Cardmember with or to any branch of YES BANK (b) to sell or otherwise dispose off any of the Cardmembers' securities or properties held by YES BANK by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to YES BANK from the Cardmember, including costs and expenses in connection with such sale or disposal; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of YES BANK.

### **31. Miscellaneous**

1. YES BANK reserves the right to offer to the Cardmembers, whose accounts have been maintained in good standing as per the credit norms of YES BANK, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. YES BANK reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Cardmember. Any termination of membership, because of a violation of these Terms and Conditions, shall result automatically in the termination of such facilities and services. YES BANK shall not be liable, in any way, to the Cardmember, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the nonperformance thereof, whether by YES BANK, or a Merchant Establishment or any other third party.
2. YES BANK reserves the right to use the information provided by the Cardmember on his application and during surveys,

information from external sources, including consumer reports, for marketing activities carried out by YES BANK / Affiliates. YES BANK may use this information to develop mailing lists that may be used by companies with whom YES BANK shall work to develop marketing offers for the Cardmembers. YES BANK reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardmember of any such revisions/changes in any manner as deemed appropriate. The Cardmember will be bound by such revisions/changes unless the Card is returned to YES BANK for cancellation before the date on which the revisions/changes are made.

3. The details of all transactions recorded in the Card Account of the Cardmember may be shared with credit reference agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Cardmember and/or his family members, and for fraud prevention.
4. The Cardmember shall forthwith notify YES BANK of any change in his name, address, contact number and e-mail id for communication as stated in the application form for the Card. YES BANK reserves the right to change the Cardmember's address in its records if such change in address comes to the notice of YES BANK. The responsibility shall be solely of the Cardmember to ensure that YES BANK has been informed of the correct address for communication, and YES BANK disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardmember.
5. The Cardmember shall comply with all such terms and conditions as YES BANK or its Affiliates may prescribe from time to time for facilities/ services availed of by the Cardmember. All such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of YES BANK or its Affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by YES BANK or its Affiliates for such facilities/ services, as may be prescribed from time to time.
6. The Cardmember also agrees that to comply with statutory/regulatory requirements, YES BANK may ask Cardmember to submit latest/updated KYC documents at periodic intervals as may be required by the Bank. YES BANK will communicate about the same with minimum 30 days in advance through SMS/Email.

### **32.Settlement of Disputes**

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 language of the Arbitration shall be English and the venue of such arbitration shall be at Mumbai.

### **33.Address & YES TOUCH Contact Details**

For any communication to YES BANK, please write to us at  
YES BANK Limited, One India Bulls Park, No 14, 3rd Main  
Road, Ambattur Industrial Estate, Ambattur, Chennai - 600058

24x7 YES TOUCH Customer Care Numbers :

1800 103 1212 *(Toll Free For Mobile & Landlines in India)*

+91 22 4935 0000 *(When calling from Outside India)*

Website: [www.yesbank.in](http://www.yesbank.in)

E-mail Address: [yestouchcc@yesbank.in](mailto:yestouchcc@yesbank.in)







**YES BANK LIMITED**

One India Bulls Park, No 14, 3<sup>rd</sup> Main Road,  
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Chennai - 600058

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