

TERMS AND CONDITIONS FOR MULTICURRENCY FOREX CARD

The following terms and conditions (“Terms and Conditions”) apply to the Multicurrency Forex Card and related facility provided by Standard Chartered Bank.

A) DEFINITIONS

In these Terms and Conditions, the following words have the meanings set out hereunder, unless the context indicates otherwise.

1. “ATM” means an automated teller machine/terminal displaying “VISA Electron”, “VISA Plus” or “Cirrus” logo at which, inter alia, the Card may be used for Transactions.
2. “Card/s” means Standard Chartered Bank Multicurrency Forex Card issued to the Cardholder.
3. “Cardholder” means such customer of Standard Chartered Bank to whom the Card has been issued pursuant to an application by such person and successful acceptance of the same by the Bank on the terms and conditions contained therein.
4. “Card Balance” shall mean the amount of currency purchased from Standard Chartered Bank and loaded onto the Card by the Cardholder and any additional currency that may subsequently be purchased by the Cardholder, less any amounts previously spent and any applicable fees, charges, conversion fees and other expenses incurred in connection with the use or possession of the Card.
5. “Customer Portal” or “Portal” means the website which Cardholder can use to check Card Balance, to generate account statement, submit online reload request, reset Portal password and ATM PIN etc.
6. “Backup Card” means an additional card issued in inactive state to the Cardholder along with the Card that can be used in the event the Card is lost/stolen/damaged. In such an event, the Cardholder may get such Backup Card hotlisted and activated with instant auto transfer of the Card Balance.
7. “The Bank”, “Standard Chartered Bank”, “our”, “us” or “we” means and refers to Standard Chartered Bank, which is the issuer of the Card and includes Standard Chartered Bank by whatever other name called and assigns of Standard Chartered Bank.
8. “Merchant” shall mean any person who owns or manages or operates a Merchant Establishment.
9. “Merchant Establishment” shall mean such establishments which honour and accept Card and established and incorporated outside India.
10. “PIN” means the Personal Identification Number as provided to the Cardholder by Standard Chartered Bank.
11. “POS Terminal” shall mean point of sale electronic terminals at Merchant Establishment, capable of processing Transactions.
12. “Shared Network” shall mean ATMs which are not owned by Standard Chartered Bank but which accept the Cards.
13. “Transaction/s” shall mean cash withdrawals / balance enquiry from the ATM and / or purchases made at the Merchant Establishment or through websites.
14. “SMS” shall mean and include customized messages sent to the Cardholder over registered mobile number, given in the application form as short messaging service.

B) ELIGIBILITY AND MANNER OF APPLYING THE CARD

1. Any Resident Indian (*as defined in Foreign Exchange and Management Act, 1999*) may apply for the Card through any Standard Chartered Bank branch or his Relationship Manager in India.
2. The issuance of the Card is subject to compliance by the applicant of the provisions of applicable laws (including the Foreign Exchange Management Act, 1999), rules, regulations and directions issued by the Reserve Bank of India or other appropriate authority from time to time.
3. The applicant for the Card will be required to complete and submit a duly signed application form along with such other documents as may be required by the Bank.
4. The validity period of the Card shall be 36 months from the ‘Valid from’ date mentioned on the Card. Subject to the satisfaction of the Bank with respect to the documentary requirements and other compliances if any required by the applicant being fulfilled, the Card will be activated immediately in case the application for the Card is submitted at FX branches of the Bank & by next working day in case the application for the Card is submitted at non-FX branches of the Bank. The Cards and the PIN will be stuffed into a tamper-proof Welcome Kit and handed over to the Cardholder. The minimum amount to be loaded onto the Card shall be as specified by the Bank from time to time.
5. The maximum amount loaded on the Card shall be in compliance with the Foreign Exchange Management Act, 1999, and other applicable laws, rules regulations from time to time. This limit will be inclusive of any amount that may be loaded on the Card by the Bank on account of any cashback that the Cardholder may be eligible for.

6. Upon issuance of the Card, the Cardholder should sign on the reverse of the Card. The Card is the property of the Bank and is not transferable. The Card will be honoured at Merchant Establishment only when it bears the signature of the Cardholder on the reverse.
7. Upon issuance of the Card, the Bank shall endeavour to send a SMS to the Cardholder confirming the Card Balance. The Bank may withdraw this facility at any time at its sole discretion.
8. A Cardholder is not permitted to apply, hold or obtain multiple Cards, except for the Backup Card.
9. The registered guardian in the savings account is authorised to operate the savings account during the minority of the account holder. The savings account shall be operated and the amount loaded on the Card shall be utilized at all times for the benefit of the minor irrespective of the channel / mode of operation / account opening. The bank shall honor any transactions / instructions as received by it through any mode / channel with respect to the account and the utilization of the Card on the assumption that the same are being carried out / provided by the guardian for the benefit of the minor without independent verification thereof. The registered guardian accepts the responsibilities and liability for all transactions done on the Card.

C) PERSONAL IDENTIFICATION NUMBER (PIN)

1. To enable the Cardholder to use the Card, PIN will be issued to the Cardholder by the Bank, which would be provided / enclosed with the Card. In case of re-issuance request of PIN, the PIN shall be sent via email to the Cardholder (at such email address as has been specified in the application form for the Card) or via any other mode at the sole discretion of the Bank.
2. The PIN may be used at any ATM or Shared Network, or may be changed by the Cardholder using the Customer Portal. If a Transaction has been conducted by using the PIN, it shall be deemed that the Transactions conducted or instructions given shall be by the Cardholder.

D) SECURITY OF THE CARD, PIN AND CUSTOMER PORTAL PASSWORD

1. The Cardholder shall maintain strict confidentiality, safety and security of PIN and Portal password. Failure to observe confidentiality, safety or security may result in the Cardholder incurring liability on the Card.
2. In the event the Cardholder fails to observe security of the Card, PIN and/or Portal password, the Cardholder will be solely liable for losses/damages etc (including loss of all or part of the Card Balance) as a result of any unauthorized use of the Card. The Bank recommends the following precautions in addition to such other measures as the Cardholder may seem appropriate to protect the PIN and the Portal password:
 - i. The Cardholder should not disclose the PIN and password to anyone.
 - ii. The Cardholder should use due care in preventing anyone seeing the PIN when it is being entered in the ATM or password when it is being entered on the Customer Portal.
 - iii. The Cardholder should memorise the PIN and the password and then destroy any record of it and not maintain the same in writing anywhere to prevent its access by any third person/party.
 - iv. The Cardholder should not write or otherwise indicate the PIN or the password on the Card.
 - v. The Cardholder should not keep a record of the PIN and the password in any easily recognizable form on any item normally carried with or stored with the Card that could lead to loss or theft of the same simultaneously with the Card.
 - vi. The Cardholder should not carry the PIN and password with the Card or record it elsewhere even if the same has been disguised.

The above recommendations are not intended to be exhaustive.

E) LOST OR STOLEN CARD OR PIN

1. The Cardholder should inform the Bank through the phone banking immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person whom the Cardholder believes may misuse the same.
2. On receipt of such request from the Cardholder, the Bank will endeavour to block the Card immediately. Upon successful blocking of the Card, Cardholder can place a request to activate the Backup Card. If the Cardholder has lost his Backup Card also, then the Cardholder will be required to visit a nearest Bank branch for replacement kit. The Cardholder will be required to pay replacement charges for the Card as may be required by the Bank. The Bank may take such steps to replace the Card originally purchased, as deemed fit by the Bank subject to the Cardholder complying with such conditions that the Bank specifies. After blocking of Card and the PIN, the Cardholder will not be able to use such Card again, even if the Cardholder subsequently finds the same.

F) USAGE OF THE CARD

1. The Card may be used for Transactions at any ATM worldwide which accepts such Cards and/or ascertain Card Balance. To withdraw cash, the Cardholder will need to insert the Card into the ATM, enter the PIN and the desired amount. The Card should be retrieved upon such usage. Cash withdrawn at an ATM will be in a currency as permitted by the Shared Network.
2. The Cardholder may use the Card for payments towards purchases/Transactions incurred at Merchant Establishments. The purchase amounts will be debited immediately from the Card Balance. In the event that there is insufficient balance to honour the requested Transaction, the Transaction will not be honoured.
3. The Card may also be used for Transactions on websites where such payment is to be made in foreign exchange. The password for the Customer Portal will also be the password for such online transactions. Such electronic Transactions shall be secured with multiple checkpoints to prevent fraud.
4. The Cardholder may surrender the Card at any time and request for refund of the Card Balance, by filling up a refund form, as prescribed by the Bank, along with copy of the Cardholder's passport, the Card and such other documents as the Bank may require. The refund shall be made in Indian Rupees only. The currency exchange rates prevalent on the day of refund shall apply. In case there is an unsettled Transaction on the Card, the Cardholder will be required to wait for thirty (30) days before the refund can be honoured by the Bank.
5. Without prejudice to anything contained hereinafter in the Terms and Conditions, the Cardholder acknowledges and understands that in terms of relevant guidelines issued by the RBI, the Card cannot be used on the internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, gambling, betting, payment for call-back services or for such other activities, items or transactions which are banned or prohibited under the law or RBI or FEMA or by any other authority or under any other laws or regulations from time to time.
6. The Card should be used only for lawful, bonafide personal purposes and its use is neither permitted for any money laundering, anti-social or speculative activities (including but not limited to investments/ trading in gold, mutual funds, etc.) nor to be exploited commercially in the business (e.g. working capital purposes) of the Cardholder. If the Card is noted to be used for prohibited, restricted or business purposes, the Bank may, at its sole discretion, exercise its right to close the concerned Card without any notice. It may be noted that Bank has the right to enquire over the phone or through formal communication, seek details, proofs, etc. about card transactions/pattern of usage, etc. and the card member is contractually bound to provide the information sought from time to time by the bank. Lack of co-operation and / or non-satisfactory responses from Cardholder would lead to blocking/closure of the Card by the Bank.
7. In the event of non-compliance by Cardholder with the Exchange Control Regulations, including but not limited to online foreign exchange trading or related speculative activity on the Card, the Cardholder may be liable for action under the Foreign Exchange Management Act, 1999 and rules and regulations framed thereunder. The Cardholder may be debarred from holding the Card, either at the instance of the Bank or the RBI.
8. The Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s as required or necessary, in relation to its products/services.
9. The Card cannot be used in India, Nepal, Bhutan and such other countries that are subject to economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organisation, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country.
10. In the event a demand or claim for settlement of outstanding dues/funds is received in excess of Card Balance, the Cardholder shall be liable to pay to the Bank such dues/funds.

G) LIMITS ON USAGE

1. The Bank reserves the right to revise the daily/monthly limits that may be used on the Card. In addition, Shared Networks and/or Merchant Establishment may also limit or restrict the number of Transactions that may be effected through the Card at their discretion. The Bank is not responsible for notifying the Cardholder about such limits/restrictions imposed by Shared Networks and/or Merchant Establishment and/or for any loss/damage that maybe suffered or incurred by the Cardholder due to any such restrictions/ limitations.
2. The Bank is not liable to pay any interest, compensation and/or benefit/bonus to the Cardholder with respect to the Card Balance/Card. The Card Balance neither constitutes a deposit by the Cardholder with the Bank (or with any other person) nor entitles the Cardholder to any overdraft/credit facility with the Bank.

H) RELOADING THE CARD

1. The Cardholder can reload the Card from any Standard Chartered Bank branch, subject to the compliance of all conditions of the Bank and applicable laws. The Cardholder must his/her Standard Chartered Bank Savings Account used for reload. The Bank at its own discretion reserves the right to:
 - a. Limit the amount that can be reloaded onto the Card;
 - b. Limit the number of times the Card can be reloaded;
 - c. Decline a reload transaction.
2. For the purpose of reloading the Card, Cardholder is required to submit a duly completed and signed form as required by the Bank.
3. A request for reload through the Customer Portal will be processed within 2 working days from the date of such online request.

I) RECEIPT OF FUNDS IN EXCESS OF THE CARD AMOUNT THAT WERE TO BE LOADED

In the event, the Cardholder receives funds in excess of the requested amount to be loaded inadvertently, the Cardholder agrees to immediately refund such excess funds to the Bank. Further if the Cardholder receives excess funds while executing a withdrawal Transaction through an ATM or Shared Network (including the malfunction of an ATM, POS or other equipment, or the Bank system) the Bank reserves the right to notify the same to the Cardholder and deduct such excess funds received by the Cardholder from the Card Balance. The Bank further reserves the right to recover such excess funds from any bank account including joint accounts maintained by the Cardholder with the Bank and/or any of its group companies. Nothing in these terms and conditions shall affect the Bank's right of lien on the Card Balance under common law.

J) RECORDS AND STATEMENTS OF TRANSACTIONS

1. When the Cardholder completes a Transaction, the Cardholder shall ensure to verify the receipts / records received, if any, evidencing such Transaction. Such receipts/records/statements, as the case maybe, may show the Card Balance when the Card is used at an ATM/ Shared Network. Upon the execution of a Transaction, the Cardholder will receive the confirmation of such Transaction along with the Card Balance via SMS & email alerts by the Bank.
2. The historical transactions on the Card can be seen using the Customer Portal. The Cardholder can call up phone banking requesting for email statement of his Transactions. The Bank will not, issue a paper statement on a periodic basis.

K) INSURANCE

The Cardholder shall be provided the benefit of HDFC Ergo General Insurance Company Limited's Comprehensive Card Protection Insurance, Travel Insurance and Air Accident Insurance Cover (collectively referred to as "**Insurance Cover**") free of cost along with the Card. The Insurance Cover shall lapse upon expiration or cancellation of the Card by the Cardholder or the Bank, as the case may be, whichever earlier. The Insurance Cover will be subject to the terms and conditions imposed by the Insurance Company and any claims/queries/clarifications with respect to the Insurance Cover and/or any claims shall be directly referred to HDFC Ergo General Insurance Company Limited. The Bank shall not be responsible / liable for such insurance claims of the Cardholder. For availing the Insurance Cover, the following conditions inter alia must be fulfilled by the Cardholder:

General Conditions

1. The cover is applicable for both Card and Backup Card
2. Non-ATM swipe (transaction) is mandatory i.e. on or before 90 days from the date of loss for claims eligibility
3. Pre and post reporting clause is applicable for Section I (Card Liability Cover) and the extensions applicable to Section I
4. Travel Insurance:
 - i. Applicable for International travel only
 - ii. Not valid for procuring a visa
 - iii. The insurance will cover the Cardholder for a maximum of 30 days of international travel during the policy period of 12 months. The cover for 30 days can be utilised in single trip or multi-trips.
 - iv. Personal Documents means an Insured Person's identity card (if applicable), ration card, voter identity card, passport, driving licence and car licence
5. Claim Submission to HDFC ERGO Corporate office to be within a period of 60 days from date of blocking
6. For skimming / phishing / counterfeit card / internet banking extensions - reporting to Bank within 60 days from the statement/billing cycle date. However, this above reporting period will not be applicable where HDFC Ergo can establish with documentary evidence that the information of misuse was known to the insured cardholder and he has

not taken appropriate steps to prudently block or report the card mis-usage within 24 hours of such knowledge. This intimation will apply for the cardholder only and not the Policyholder (Bank)

7. Further, the policy shall cover losses due to skimming / phishing / counterfeit / internet banking frauds extensions subject to a maximum period of 30 days from date of first fraud
8. Fraudulent transactions done by person known to the cardholder are specifically excluded
9. Person known to the cardholder means an Insured Person's Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, maids, servants, person who have access to card and pin

Section-wise Conditions

Section I: Card Liability Cover

The cover under Card Liability Cover shall be applicable only for certain number of days prior to reporting the loss of Card (pre-reporting period) and certain number of days post reporting of loss of card as mentioned in the schedule

Section II: Personal Air Accident Cover – Death only

If during the Period of Insurance an Insured Person sustains Bodily Injury due to air accident (International Only) which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss, then the Company agrees to pay to the Insured Person's Beneficiary or legal representative the Compensation stated in the Schedule.

Section III: Travel Insurance (Loss of Baggage & Personal Documents)

1. All claims will be subject to the Company at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the article that forms the basis of the claim.
2. If applicable and if payment has been made under the Baggage Delay Section, any amounts paid would be deducted from payment of a claim under this Section of the Policy.
3. If a Policyholder or Insured Person has other insurance against a loss covered by this Section, then the Company shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

Subject otherwise to the terms, exceptions, conditions, exclusions and limitations of this Policy.

L) COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

1. Usage and/or possession of the Card by the Cardholder is required to be in accordance with all applicable laws rules, regulations and directions issued by the Reserve Bank of India and/or other appropriate authority from time to time. Additionally, the usage of the Card shall be subject to the applicable laws /regulations of the respective country where the Card is used.
2. The Cardholder shall be solely responsible for any violation of the applicable laws, rules and regulations. The Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the noncompliance by Cardholder of applicable laws, rules and regulations.
3. In case the Card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws and/or otherwise, the Bank will not be responsible for any use/attempted use of the Card, resulting in the Card being dishonoured or otherwise.

M) ERRORS, QUESTIONS OR COMPLAINTS

1. The Cardholder may call phone banking, in event of any queries or complaints in connection with the Card. The phone banking numbers mentioned on the reverse of the Card is subject to change at the sole discretion of the Bank. For latest phone banking numbers, the Cardholder can refer to the Bank's website (www.sc.com). The Cardholder may also send an email to the Bank at customer.care@sc.com with respect to such queries/complaints. .
2. The following information should be provided by the Cardholder in his/her correspondence for the Bank to appropriately investigate and respond to such query/complaint:
 - i. Card number
 - ii. Detailed description of the Transaction or the complaint etc (including the date of the Transaction and the location of the ATM/Merchant Establishment) and the reasons for such complaint; and
 - iii. The Transaction amount
3. In event any further information/document is required by the Bank for investigation of the matter, the Cardholder hereby agrees to provide the same without unreasonable delay.

N) NO REPRESENTATION, WARRANTY, ETC., AS TO QUALITY OF GOODS AND SERVICE

1. The Bank does not make any representation and/or warranty to the Cardholder (*or any person claiming by or under the Cardholder*) or otherwise assure the Cardholder (*or any person claiming by or under the Cardholder*) about the quality of the goods purchased hired or otherwise and/or of services availed through the use of the Card and/or for any delay/failure in delivery of the goods/services.
2. Disputes or claims in connection with the quality of the goods purchased/ hired and/or of services availed of by use of the Card and/or for any delay/failure in deliver of the goods/services must be resolved by the Cardholder (*or any person claiming by or under the Cardholder*) with such person/Merchant Establishments without any reference to the Bank.

O) CARDHOLDER'S INDEMNIFICATION OBLIGATION

The Cardholder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal costs), charges and expenses of whatsoever nature which the Bank may at any time incur, sustain, suffer as a consequence of or by reason of or arising out of:

- i. providing the Card to the Cardholder;
- ii. the negligence, fraud or misconduct by the Cardholder (directly or indirectly);
- iii. breach or non-compliance of these terms and conditions, rules and regulations;
- iv. any fault, error, failure of ATM/POS machine and/or Merchant Establishment;
- v. collection of all money due and payable (including applicable costs, charges and fees) by the Cardholder;

P) EXCLUSION OF LIABILITY OF THE BANK

The Bank shall be under no liability whatsoever to the Cardholder in respect of any actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of:

- i. any use of the Card and/or PIN;
- ii. the refusal by any person or Merchant Establishment in honouring or accepting the Card;
- iii. any malfunction/non-function of ATMs/ POS terminals that malfunctions resulting in such terminal not accepting the Card and/or PIN or otherwise;
- iv. misuse or fraudulent use of the Card by any person including the Cardholder;
- v. any request for surrender/cancellation of the Card by the Cardholder or any person for and on behalf of the Cardholder;
- vi. handing over of the Card by the Cardholder to a person other than the designated employees of the Bank at the Bank's premises;
- vii. exercising of its right to demand the surrender of the Card prior to the expiry date stated on its face for any reason whatsoever;
- viii. the exercise by the Bank of its right to suspend the Card;
- ix. the re-possession/ cancellation of the Card and/or request for its return;
- x. any mis-statement, mis-representation, error or omission in any details disclosed to the Bank;
- xi. decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements;
- xii. a demand or claim for settlement of outstanding dues/funds being received in excess of the Card Balance;
- xiii. Communication sent by facsimile machines, internet, ATMs/POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of communication, or
- xiv. Decision of the Bank to handover Card Balance to any person claiming by and on behalf of the Cardholder upon suspension or cancellation of the Card, as the case may be and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Q) COSTS, CHARGES AND FEES

1. The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the usage of the Card will be deducted from the Cardholder's Card Balance and/or savings account at the Bank's sole discretion. The details of such costs, charges and fees as currently in force are available on the Bank's website (www.sc.com).
2. The costs, charges and fees include cash withdrawal fee and currency conversion rate and could include further/ additional costs/ fees or otherwise as required by third parties.
3. Cash Withdrawal Fee is applicable and will be deducted from the Card Balance for each withdrawal made by the Cardholder from an ATM/Shared Network..
4. In the event the Card Balance is not sufficient to the abovementioned costs, charges and fees, the Bank reserves the right to recover the same directly from the Cardholder and/or from any accounts (including joint accounts) maintained

by the Cardholder with the Bank or its group companies and further, to deny/decline or block conduct of any further Transactions through the use of the Card.

R) CURRENCY CONVERSION RATES

1. In the event a Transaction is executed in a currency other than the currency available on the Card, the amount will be converted to such new currency at the applicable currency conversion rates. This would include the situation where the Cardholder withdraws cash from an ATM/Shared Network in a currency other than the currency available on the Card. The Currency conversion rate would be the amount that will be deducted from the Card Balance for conversion from currency of the Card to the new currency as per VISA International policy and procedures in force at the time that such Transaction is processed.
2. Currently, the Visa International policy and procedures inter alia provide that where a transaction is processed on the same day (by effecting of withdrawal of the Card amount or otherwise), the Currency conversion rate to be used is either:
 - A wholesale market rate in effect the day before processing, or
 - A government-mandated rate in effect the day before processing; which shall be increased in either case, by a fee established from time to time by Visa International
3. An additional currency conversion rate/fees of 3.5% is levied by the Bank and deducted from the Card Balance. This is independent of the currency conversion rates/fees/costs/charges or otherwise as required by VISA International in terms of the above. The currency conversion rate of the Bank is subject to change at the sole discretion of the Bank without any intimation to the Cardholder.

S) DISCLOSURES

The Cardholder is aware and acknowledges that the Bank may disclose information pertaining to the Cardholder as may be required under applicable laws and in accordance with the terms and conditions of the personal and electronic banking relationship held by the Cardholder with the Bank.

T) RIGHT TO TERMINATE / BLOCK / DECLINE THE USAGE OF THE CARD / ACCESS TO THE CARD BALANCE

1. The Bank reserves the right to terminate/block/decline the usage of the Card/access to the Card Balance, temporarily or permanently, upon the occurrence of any of the following events: (i) failure to adhere to or comply with Terms herein; (ii) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings or proceedings of a similar nature; (iii) demise of the Cardholder, (iv) when it become necessary to determine whether any person is rightfully entitled to receive the Card Balance, use the Card and/ or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.
2. Notwithstanding anything contained herein, the Bank may, at any time, without giving notice or reason, suspend or terminate all or any of services or their use by the Cardholder. All provisions of these terms and conditions which in order to give effect to their meaning will survive the suspension or termination of the services and/or the use of the services by the Cardholder, and shall remain in full force and effect after suspension or termination of the Card. Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.

U) DISPUTES

In the event the Cardholder disputes a Transaction, the same should be communicated to the Bank within 45 (forty five) days from the date of settlement of the Transaction. On receipt of such information, the Bank may reverse such Transaction amount on a temporary basis and mark lien on such amount in favour of the Bank till completion of the investigation and resolution of the dispute. If on completion of the investigation, the Bank is satisfied that the charge was correctly debited, the Bank will reinstate the charge along with any fee as may be applicable.

V) GOVERNING LAW

The laws of India govern these Terms and Conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules and regulations of such other country where any Transaction may be executed by use of the Card. Any claim, legal action or proceeding arising out of these Terms and Conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Mumbai, India.

W) SEVERABILITY AND WAIVER

Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or other further exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of other rights and remedies provided by law.

X) ASSIGNMENT

The Cardholder acknowledges that the Bank may assign, transfer or convey any or all its right and obligations in respect of the Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the Cardholder.

Y) MISCELLANEOUS

The Bank reserves the right to offer Cardholder certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. Notwithstanding anything contained, the Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time with prior notice to the Cardholder. Any termination of Card due to a violation of these Terms and Conditions by the Cardholder, shall result automatically in the termination of such facilities and services. The Bank shall not be liable, in any way, to the Cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by the Bank, or Merchant Establishment or any other third party.

The Bank reserves the right to use the information provided by the Cardholder on his/her application and during surveys, information from external sources, including consumer reports, for marketing reports & activities carried out by the Bank/Affiliates, the Bank may use this information to develop mailing lists that may be used by companies with whom the Bank shall work to develop marketing offers for the Cardholder.

The Cardholder shall be bound by any revisions/changes made by the Bank to these Terms and Conditions unless the Card is returned to the Bank for cancellation before the date on which the revisions/changes are made.

The Cardholder shall forthwith notify the Bank of any change in address for communication, mobile number and /or email ID as stated in the application form for the Card. The Bank reserves the right to change the Cardholder's address in its records if such change in address comes to the notice of the Bank suo motu. The responsibility shall be solely of the Cardholder to ensure that the Bank has been informed of the correct address for communication and the Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.

The Cardholder agrees to adhere to and comply with all such terms and conditions as the Bank or its affiliates may prescribe from time to time for facilities/services availed of by the Cardholder and hereby agrees and confirms that 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 the 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 the Bank or its affiliates for such facilities/services, as may be prescribed from time to time.