

TERMS AND CONDITIONS

KIDS CHIP DEBIT-CUM-ATM CARD



TERMS AND CONDITIONS GOVERNING THE USE OF THE IDBI BANK

KIDS CHIP DEBIT-CUM-ATM CARD

These terms and conditions apply to all transactions involving use of the IDBI Bank KIDS Chip Debit-cum-ATM Card. By accepting and/or using the card, the cardholder accepts the following terms and conditions unconditionally and he accepts the onus of ensuring compliance with the relevant Regulations and generally, the laws of India, as applicable.

In relation to these Terms and Conditions:

- All references to singular shall include plural and masculine gender shall include feminine gender
- The clause headings are only for convenience and do not affect the meaning of the relative clause
- If any provision hereof is held to be illegal, void or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be deleted here from and the remaining Terms and Conditions shall continue in full force and effect

These Terms and Conditions form the contract between the Chip Debit-cum-ATM Card Holder and the Bank.

Definitions:

In this document the following words and phrases have the meaning set opposite them unless the context indicates otherwise.

"The Bank", "IDBI Bank Ltd.", "our", "us", or "we" refers to IDBI Bank Ltd. a banking company incorporated in India under the Companies Act 1956 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005 and a banking company under the banking regulation act 1949 and includes its successors and assigns.

"Cardholder", "you", "your" refers to a customer of the Bank who has been issued and authorized to use the IDBI Bank KIDS Chip Debit-cum-ATM Card.

"Card" or "Debit-cum-ATM Card" refers to the IDBI Bank KIDS Chip Debit-cum-ATM Card issued by the Bank and may include any other card issued by the bank from time to time

"Account" refers to the Cardholder's Savings and/or Current Account and/or any other type of account designated by the Bank to be eligible account(s) for operations through the use of the card. The Cardholder should be either the account holder or sole signatory or authorized to act alone where there is more than one signatory.

"Primary Account" means one of the accounts, as described above, which will be debited for transactions done at Merchant Establishments or Visa/PLUS ATM locations.

"ATM" means any Automated Teller Machine whether in India or overseas, whether of IDBI Bank Ltd. or a shared network, at which the cardholder can use the Debit-cum-ATM Card to access his funds in his account(s), held with IDBI Bank Ltd. in India.

"PIN" means the Personal Identification Number (required for access of ATMs) allocated to the cardholder by the bank or, chosen by the cardholder from time to time.

"Merchant" or "Merchant Establishment" means any establishment wherever located, which a Card Scheme Member Bank has approved and made arrangements with, to accept and honour cards, for the sale of goods and services to Cardholders. This shall include among others, stores, shops, restaurants, airline organizations, advertised by the Bank, Visa or the Merchant as honouring a Chip Debit-cum-ATM Card.

"Depository" means any machine/device in India, whether of IDBI Bank Ltd. or a shared network, at which, amongst other things, the cardholder can use his Chip Debit-cum-ATM Card to access his account(s) and deposit funds in his account(s) held with the Bank in India.

"EDC" means any Electronic Data Capture terminals, printers, other peripherals and accessories including PIN pads and necessary software to run the devices, whether in India, whether of IDBI Bank Ltd. or a shared network at which, amongst other things, the cardholder can use his funds in his account(s) held with IDBI Bank Ltd. across the country to process the transaction at a Merchant Establishment.

"CAST" means Customer Activated Sales and Service Terminals (also called "Touch Access Banking Terminals") whether in India, whether of IDBI Bank Ltd. or a shared network at which, amongst other things, the cardholder can use his Chip Debit-cum-ATM Card to access his account(s) and do transactions on his account(s) held with IDBI Bank Ltd. across the country.

"POS" means Point of Sale terminals whether in India, whether of IDBI Bank Ltd. or a shared network, at which, amongst other things, the cardholder can use his Chip Debit-cum-ATM Card to access his funds in his account(s) held with IDBI Bank Ltd. across the country.

"Transactions" means any instruction given by a Cardholder using a Card directly or indirectly to the Bank to effect a transaction.

"Visa Electron" shall mean a mark owned by Visa International.

"Visa" shall mean a mark owned by Visa International

"Visa/PLUS ATM Network" shall mean ATMs located which honour the Chip Debit-cum-ATM Card and displaying the Visa/PLUS or Visa Electron Symbols.

Applicability of Rules and Regulations

The IDBI Bank KIDS Chip Debit-cum-ATM Card is valid for use only in India as per entitlements stipulated by the Reserve Bank of India (RBI) from time to time.

1. As per RBI guidelines, the card is valid for use only in India but is not valid for payment in foreign exchange in Nepal and Bhutan. i.e. while using the card in Nepal or Bhutan the currency of the transactions should be the local currency of those countries or in Indian Rupees.

2. Under no circumstances should the payment of Chip Debit-cum-ATM Card bill/dues be delayed or refused on the grounds of your having exceeded the entitlement. There will be no obligation on the Bank to make a claim or demand for payment on a card member and non-payment shall render the card member liable to risk of withdrawal of his card membership.

The cardholder accepts full responsibility for wrongful use thereof by him in contravention of these Rules and Regulations and undertakes to indemnify the Bank to make good any loss, damage, interest, conversion, any other financial charges that the Bank may incur and/or suffer on account of the cardholder.

Validity

- The card is valid only in India.
- The card is not valid for foreign exchange payments in India, Nepal and Bhutan.
- The card is valid upto the last working day of the month indicated on the face of the card. The cardholder shall destroy the card when it expires by cutting it in half diagonally. The bank shall send the renewed card to the cardholder before the expiry of the card.
- The card is acceptable at any of the following:
- The IDBI Bank's ATM Network.
- Any ATM of other bank's which are members of the VISA / PLUS ATM network in India.
- Any VISA/VISA Electron Merchant Establishment in India.

Other ATM Networks with whom IDBI Bank Ltd. has an arrangement

Cardholder Obligations

- The Cardholder shall notify the Bank immediately in case of change of his address.
- The Cardholder shall at all times ensure that the card is kept in a safe place. The Cardholder shall under no circumstance whatsoever allow the card to be used by any other individual. The Cardholder will sign the card immediately upon receipt.
- The Card is the property of IDBI Bank Ltd. and must be returned to an authorized person of the Bank on request.
- The Cardholder shall ensure that the identity of the authorized person of the Bank is established before handing over the card.
- The Cardholder will be Accountable for all facilities granted by the Bank in respect of the Card and for all related charges.
- The Cardholder accepts that at his request and risk the Bank has agreed to provide him the facility of carrying out transactions by using the KIDS Chip Debit-cum-ATM Card apart from any written Standing Instructions now given or that may hereafter be given to the Bank.
- The Cardholder accepts full responsibility for all transactions processed by the use of the KIDS Chip Debit-cum-ATM Card whether on ATM/CASST/Touch Access Banking Terminal/EDC-POS/Depository or any other device made available by the Bank. Any instruction given by means of the Card shall be irrevocable. The Cardholder shall, in all circumstances, accept full responsibility for the use of the Card, whether or not processed with his knowledge or his authority, expressed or implied. The Cardholder authorizes the Bank to debit his account(s) with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of the Card in accordance with our record of transactions.
- The cardholder shall not hold the Bank accountable on account of the Bank acting in good faith, in the normal course of business, on the cardholder's instructions.
- In following such instructions, the Bank will be doing so on a best effort basis and the Bank shall in no way be liable/held responsible on account of delay or inability to act immediately or at all on any of the cardholder's instructions.
- In case the cardholder has any dispute in respect of any charge indicated in the statement furnished by the Bank, the cardholder shall advise details to the Bank within 15 days of the statement date, failing which, it will be construed that all charges are acceptable and in order.

Securing the PIN:

- The Bank will initially allocate a Personal Identification Number (PIN) to the Cardholder. The Cardholder may select his own PIN (any 4 digit number) if he would like to change it, depending on the availability of such facility.
- The security of the PIN is very important. The Cardholder shall not disclose his PIN to anyone else. If he fails to observe any of the security requirements, he may incur liability for unauthorized use.
- If the Cardholder chooses his own PIN, he shall not select a PIN that is easily identified with him, e.g. his birth date, car registration number, or repeated numbers etc.
- The Cardholder shall not write or indicate his PIN on his Debit-cum-ATM Card or any other item he may carry or store with his Chip Debit-cum-ATM Card, even if he has disguised it.
- If the Chip Debit-cum-ATM Card Holder forgets the Chip Debit-cum-ATM Card PIN, he should request the Bank in writing for change of the PIN, whereafter the Bank shall communicate new PIN to the Chip Debit-cum-ATM Card Holder. However, the Account Holder shall continue to be responsible for the transactions made using the old PIN until a new PIN is given effect to in the Bank's records and computer systems.

Bank's Rights

- The Bank reserves the right to cancel the ATM withdrawal facilities on an account, at its discretion without assigning any reason whatsoever.
- The Bank may at its discretion, change or withdraw or suspend the facility wholly or in part at any time.
- The Bank may at its discretion, decide not to carry out any such instructions where it has reason to believe that the instructions are not genuine or are unclear or are such as to raise a doubt or are otherwise improper and cannot be put into effect for whatsoever reasons.
- The Bank may at its discretion, videotape or record on camera the cardholder's access/presence/use of the bank's facilities at its premises/machines/equipment's and the bank may rely on footage of such clippings as evidence in any proceedings.
- Should any instruction given by the cardholder be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways, at its sole discretion.

Lost or Stolen Cards

- If the card is lost or stolen, the Cardholder must immediately file a report with the local police and send a copy thereof to the Bank. The Cardholder will be liable for all the charges incurred on the card until the card is hotlisted/ cancelled. In case of an unsigned card, the Cardholder will be liable for all charges incurred on it. The Cardholder may report a card loss over the telephone (Phone banking) or by way of written communication by fax. The Cardholder can also hotlist the card via Net Banking or by sending an SMS BLOCK <Customer ID><Card Number> to 5676777, from the mobile number registered with the Bank. The Bank upon adequate verification will temporarily suspend the card and will not be liable or responsible for any inconvenience caused to the Cardholder on this account. The Bank will hotlist/cancel the card during working hours on a working day following the receipt of such intimation.
- The Cardholder shall take cognisance of the fact that once the card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to the bank and adequate care taken to prevent its misuse.
- The Cardholder is responsible for the security of the card and shall take all steps towards ensuring the safe keeping thereof. In the event the bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with the Cardholder.
- Provided that the Cardholder has in all respects complied with the Terms and Conditions, a replacement card may be issued at the sole discretion of the Bank.

ATM Usage

- The Card is operable with the help of a confidential PIN at ATM locations. The cardholder's PIN shall be mailed/ couriered to him and the cardholder shall ensure that the same is received in a sealed envelope. The PIN should never be disclosed to any person or written down where any other person may discover it.
- Any such disclosure or inadequate protection of the confidentiality of the PIN is entirely at the cardholder's risk. All transactions conducted with use of the PIN will be the cardholder's responsibility and he will abide by the record of the transaction as generated.
- For all cash/cheque deposit transactions at the ATM, the cardholder agrees that the ATM will produce a receipt and that no other receipt will be issued. All cash and cheque deposits will be subject to verification by the Bank and this verified amount will be binding on the cardholder. The same will be processed normally on the next working day.
- The Cardholder agrees that requests on the ATM such as chequebook requisitions and duplicate account statement requests will be processed normally on the next working day.
- The card is acceptable at any PLUS ATM network belonging to institutions other than IDBI Bank Ltd. in India. The bank will not accept responsibility for any dealings the cardholder may have with the other institutions including but not limited to such

services. Should the cardholder have any complaints concerning any PLUS ATM network establishment, the matter should be resolved by the cardholder with the establishment and failure to do so will not relieve him from any obligations to the bank. However, the cardholder should notify the bank of this complaint immediately.

- There will be separate service charges levied for such facilities that will be announced by the bank from time to time and deducted from the cardholders account linked to the card. In the situation that the account does not have sufficient funds to deduct such fees, the bank reserves the right to deny such transactions. The decision of the bank is binding on the cardholder.
- The type of transactions offered on such ATMs may differ from those offered on the bank's own network. The bank will only support the minimum transaction set that will be offered at the ATMs belonging to other networks. The bank reserves the right to change the transaction set without any notice to the cardholder.

Merchant location Usage

- No Cash Deposit using Debit cum ATM Card is allowed at Point of sale or Merchant Location
- You May Withdraw cash from selected merchants outlet subject to RBI guidelines.
- The Card will normally be honoured by all electronic Merchant Establishments in India, which display the Visa/Visa Electron logo.
- Card promotional material or Visa symbol displayed on any premises is not a warranty that all goods and services available at those premises can be purchased with the Chip Debit-cum-ATM Card.
- The Card is for Electronic use only and will be acceptable only at Merchant Establishments, which have an EDC terminal. Any usage of the Card other than electronic use will be considered as unauthorized and the cardholder will be solely responsible for such transactions. Electronic usage is construed as the charge slip/ transaction slip printed electronically from the EDC terminal.
- The Card will be honoured only when it carries the signature of the Cardholder.
- Transactions are deemed authorised and completed once the EDC terminal generates a Sales Slip. The amount of the transaction is debited immediately from the primary account linked to the Card. The Cardholder should ensure that the Card is used only once at the Merchant location for every purchase. The Sales Slip will be printed each time the Card is used and the Cardholder should ensure that there is no multiple usage of the Card at the Merchant location at the time of the purchase.
- The Bank will not accept responsibility for any dealings; the Cardholder may have with the merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any Visa/Visa Electron Merchant Establishments, the matter should be resolved by the cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the bank. However, the Cardholder should notify the Bank immediately.
- The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Cardholder's account with the transaction amount.
- The Cardholder must sign and retain the Sales Slip whenever the Card is used at a Merchant Establishment.
- The Bank at an additional charge may furnish copies of the Sales Slip. Any Sales Slip not personally signed by the Cardholder, but which can be proved, as being authorized by the Cardholder, will then be the cardholder's liability.
- Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment in the amount and by the Cardholder referred to in that charge or other requisition, as the case may be, by the use of the Card, except where the Card has been lost, stolen or fraudulently misused, the onus of proof for which shall be on the Cardholder.
- In case a Merchant wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the merchant and a copy of the cancelled receipt must be retained in his possession. All Refunds and Adjustments due to any Merchant/device error or communication link must be processed manually and the account will be credited after due verification and in accordance with Visa rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honoured based only on the Available Balance in the account(s) without considering this Refund. The Cardholder also indemnifies the Bank from such acts of dishonouring the payment instructions.
- The Card is not to be used at Hotels during Check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.
- The Card should not be used for any Mail Order/Phone Order purchases and any such usage will be considered as unauthorized and the Cardholder will be solely responsible.
- The card should not be used for the payment of subscription to foreign magazines/periodicals and any such usage will be considered as unauthorized and the Cardholder will be solely responsible.
- The Cardholder must not at any point, hand over his Card to any other person for usage on his behalf. The Cardholder must ensure that he is physically present at the Merchant Establishment at the time of the transaction.

Card Usage and Multiple Account Linkage

- The Bank will debit the accounts linked to the card for the value of all purchases of goods and services, cash, fees, charges and payments effected by the use of the card. All transactions will be reflected in the Statement of Accounts linked to the Card. Such Statements shall be mailed to the Cardholder every quarter to the mailing address last notified in writing to the bank.
- The Cardholder agrees that the bank's record of transactions pertaining to his account(s) is conclusive and authentic which will be binding on him.
- Use of the Chip Debit-cum-ATM Card at any ATM/EDC/POS/Touch Access Banking Terminal/CASST/Depository/ other devices may entail a service charge and/or transaction fee and/or processing and/or conversion fee being levied on the account(s).
- The Cardholder's account will be debited with such charges as the Bank may from time to time consider reasonable in respect of the Chip Debit-cum-ATM Card, whether or not prior notice of such charges is given to the Cardholder.
- The Cardholder is advised to retain a record of transactions generated by the ATM/EDC terminal at Merchant Establishments with him.
- The Cardholder agrees that he will be allowed to withdraw/purchase only a certain amount of cash everyday irrespective of the credit balance in the account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of the card facility.
- The Cardholder agrees not to attempt to withdraw/purchase using the Card unless sufficient funds are available in his account. The onus of ensuring adequate account balances is entirely on him. Accounts that violate this condition will be classified as overdrawn accounts and he will have to rectify the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge would be levied in addition to the interest to be charged on the debit balance in the account. This charge will be determined by the Bank and will be announced from time to time.
- In the event of an account being overdrawn due to Card transactions, the Bank reserves the right to set off this amount against any credit lying in any of the cardholder's other accounts held jointly or singly without giving any notice.
- Nothing in these terms and conditions shall affect the Bank's right to set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and the Cardholder.

Charges and Fees:

Annual Charges are applicable. These Charges are subject to change from time to time. The Annual Fee will be debited to the

cardholders account on issuance of the Chip Debit-cum-ATM Card.

- The Bank reserves the right at any time to charge the Cardholder for the issue, re-issue of the Card and/or any fees/charges for the transactions carried out by you on the Card. Details of applicable fees and charges can be obtained from the Bank and are subject to change from time to time.
- Any such fees and charges will be deducted automatically from your Card account at the time the fee or charge is incurred. In addition, some other ATM owners or operators of shared networks may impose an additional charge for each use of their ATM/other device, and any such charge along with other applicable fees/charges will be deducted from the cardholder's account.
- Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the cardholder's responsibility and if imposed upon him (either directly or indirectly), the Bank shall debit such charges, duty or tax against the cardholder's account(s) held with the Bank.
- The cardholder authorizes the Bank to deduct from his account, and indemnifies the bank against, any expenses that the bank may incur in collecting money the cardholder owes the Bank in connection with his Card (including without limitation reasonable attorney's fees to the extent permitted by law).

Addition to and Withdrawal of facilities

The Bank may, at its discretion, make available to the cardholder more ATMs, EDC- POS, and/or other devices through shared networks for his convenience and use. All fees, charges related to transactions done by the cardholder at these devices, as determined by the bank from time to time will be recovered by a debit to the cardholder's account(s). The cardholder understands and agrees that such networks may provide different functionality, service offerings and different charges for different services and/or locations.

- The Bank, shall, in its sole discretion, at any time, without notice to the cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at an ATM/other devices within/outside India and shall not be liable to the cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination. No institution other than IDBI Bank Ltd, India shall have any liability or responsibility to the cardholder with respect to the use of the Card to conduct transactions on his account(s).
- Maintenance: While advance notice of maintenance work likely to affect the availability of services, shall be given, the Bank reserves the right to suspend, without any notice, access to ATM/other similar device or the provision of all or any of the services, at any time, if the Bank deems it necessary to do so, whether for routine maintenance or for any other reason.
- When the cardholder completes a transaction through an ATM, he can opt to receive a printed transaction record. The cardholder will ensure that he has checked his transaction records. The cardholder can also get information regarding his available funds, wherever the facility is offered, including a written statement by calling the Bank.
- The cardholder will inform the bank in writing within 15 days, if any irregularities or discrepancies exist in the transactions/particulars of the account on any statement that the bank sends the cardholder. If the bank does not receive any information to the contrary within 15 days, the bank may assume that the statement and the transactions are correct.
- To protect the cardholder's interests, the Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of the Chip Debit-cum-ATM Card facilities.
- All records maintained by the Bank, in electronic or documentary form, of the instructions of the cardholder and such other details (including, but not limited to payments made or received) pursuant to this agreement, and all camera/video recordings made as mentioned above, shall as against the cardholder, will be deemed to be conclusive evidence of such instructions and such other details.
- The ATM machine may capture the Chip Debit-cum-ATM Card, if responses sought from the Cardholder by the machine are not provided by the Cardholder within a specific time. In such event, the Card may be returned to the Cardholder at the sole discretion of the Bank.
- The Bank will not be responsible for any cash loss after a cash withdrawal transaction is completed by the Cardholder at an ATM machine. A cash withdrawal will be treated as completed if the Bank's records indicate that the money has been dispensed by the machine.
- The Bank will not be responsible for any loss due to theft, burglary etc. once the cash has been dispensed by the ATM machine.
- The Bank reserves the right to participate at any time in any network sharing arrangement which will enable the cards issued by the Bank to be accepted on the electronic device of other institutions participating in such shared networks. The Bank, will however, not be responsible for any loss arising out of any transaction conducted at the ATM machine of another bank.

Disclosure of information

The Bank reserves the right to disclose, in strict confidence to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any Electronic Funds Transfer Network.

- The use of the Chip Debit-cum-ATM Card at ATM/CASST/Touch Access Banking Terminal/EDC- POS/other devices shall constitute the cardholder's express consent:
- To the collection, storage, communication and processing of identifying and account balance information by any means necessary for the bank to maintain appropriate transaction and account records.
- To the release and transmission to participants and processors in the IDBI Bank Ltd. ATM network/other networks of details of the cardholder's account and transaction information and other data necessary to enable the Card to be used at an ATM/other device.
- To the retention of such information and data by the said participants and processors in the IDBI Bank Ltd/other networks.
- To the compliance by the said participants and processors in the IDBI Bank Ltd. ATM network/other networks with laws and regulations governing disclosure of information to which such participants and processors are subject.
- To the disclosure of information to third parties about the cardholder's IDBI Bank Ltd. account(s) or the transactions done through the use of the Card where it so necessary for completing transactions; and/or when necessary to comply with law or government agency or court orders or legal proceedings; and/or when necessary to resolve errors or question the cardholder has raised; and/or in order to satisfy the bank's internal data processing requirements.
- The Cardholder hereby expressly authorizes the Bank to disclose at any time and for any purpose, any information whatsoever relating to his personal particulars, accounts, transactions, or dealings with the Bank, to the head office or any other branches, subsidiaries, or associated or affiliated corporations of the Bank wherever located, any government or regulatory agencies or authorities in India or elsewhere, any agents or contractors which have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.
- The Cardholder agrees to provide the Bank information that the bank requires from the cardholder by law or regulation, or any other appropriate information that the bank may reasonably request from time to time.
- The obligations with respect to the accounts hereunder are payable solely at the Bank at the branch at which the account or deposit was opened and are subject to the local laws (including, without limitation, any governmental acts, orders, decrees and regulations, including fiscal and exchange control regulations). The Bank shall not be liable for non-availability of the funds

credited to the accounts due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control, in which circumstance no other branch, subsidiary or affiliate of the Bank shall be responsible thereof.

Cardholder disputes with Merchants

A sales slip with the signature of the cardholder together with the card number noted thereon shall be conclusive evidence as between the Bank and the cardholder as to the extent of liability incurred by the cardholder.

- The Bank is not in any manner responsible for the quality, value warranty, delay of delivery, non-delivery, non- receipt of any goods or services received by the Cardholder.
- It must be distinctly understood that the Card facility is purely a facility to the Cardholder to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding the goods or services, and any dispute should be resolved with the Merchant Establishment directly. However, the cardholder shall report to the Bank about the dispute with the Merchant, detailing the name of locations, date and time of the transaction and other details that will assist the Bank in its investigations.
- The Bank shall make bonafide and reasonable efforts to resolve an aggrieved cardholder's disagreement with the applicable charge indicated in the statement within two months of receipt of the notice of disagreement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the cardholder along with details including a copy of the Sales Slip or payment requisition.
- The Bank accepts no responsibility for refusal by any establishment to honour the card.
- The Bank has arrived at an arrangement with some Merchants, for granting discounts to the Cardholder in respect of goods purchased/services obtained. However the Bank shall not be responsible or accountable for any dispute the Cardholder may have with such Merchants.

Exclusion from Liability

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the applicant in respect of any loss or damage arising directly or indirectly out of:

- Any defect in goods or services supplied
- The refusal of any person to honour or accept the Card
- The malfunction of any electronic terminal
- Effecting transaction instruction other than by a Cardholder
- Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction.
- Handing over of the Card by the Cardholder to anybody other than the authorized employees of the Bank
- The exercise by the bank of its right to demand and procure the surrender of the card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal.
- The exercise by the Bank of its right to terminate any Card.
- Any injury to the Credit character and reputation of the applicant alleged to have been caused by the re- possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the Card
- Any mis-statement, mis-representation, error or omission in any details disclosed by the Bank.
- Decline of a charge because of exceeded foreign exchange entitlement as prescribed by RBI guidelines issued from time to time, or the Bank becoming aware of the Cardholder exceeding his/her entitlement.
- Decline of transaction due to any reason at a Merchant location/ATM
- The Bank accepts no responsibility and will not be liable for any loss or damage for any service failures or disruptions (including but not limited to, loss of data) attributable to a systems or equipment failure or due to reliance by the Bank on third party products or interdependencies including but not limited to, electricity or telecommunications. The Bank accepts no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, or any other causes beyond its control, or by any strikes or lockouts.
- If an ATM or similar device malfunctions, resulting in loss to the Cardholder of some or all of the amount of a transaction, and such a loss is confirmed by the Bank through a verification of the Bank's records, the Bank will correct that loss by making any adjustments to your nominated account(s) including any adjustments for service charges, if any.
- The Bank shall not be responsible for any loss or damage caused to the cardholder by reason of any failure to comply with the cardholder's instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.
- By applying for and availing the Chip Debit-cum-ATM Card Facility, the Account Holder grants express authority to the Bank for carrying out the transactions performed by Chip Debit-cum-ATM Card Holder. The Bank shall have no obligation to verify the authenticity of a transaction made other than by means of the PIN.
- The Bank shall under no circumstances be liable for any claims for losses or damages whatsoever whether direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Account Holder, Chip Debit-cum-ATM Card Holder or any other person.

Ability to refuse payment

- Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice which the Bank in good faith believes calls into question the cardholder's ability, or the ability of someone purporting to be authorized by the cardholder, to transact on the cardholder's Card, the bank may, at its discretion and without liability to the cardholder or such other person, decline to allow the cardholder to obtain or withdraw any portion of his funds, or the bank may pay such funds over to an appropriate authority and take any other steps required by applicable law.
- The Bank reserves the right to deduct from the cardholder's account(s) a reasonable service charge and any expenses the bank incurs, including without limitation reasonable legal fees, due to legal action involving the cardholder's Card.

Insurance Benefits

The Cardholder specifically acknowledges that the Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, and the insurance company will be solely liable, and shall not hold the Bank responsible for any matter arising out of or in connection with 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 Insurance company.

- The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only so long as the Cardholder is and remains a Cardholder of the Bank with his account maintained in good standing. On the Card/Account being cancelled or withdrawn 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 ceasing of card/account. The bank may at any time (at its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on the bank to continue this benefit.

Termination of Card and/or Nominated Accounts

In the event the Cardholder decides to terminate the use of the Card, the Cardholder shall give the Bank not less than 7 days prior notice in writing and forthwith return the Chip Debit-cum-ATM Card to the Bank and obtain a valid receipt thereof. Such termination shall also be deemed a termination of all facilities accorded by the Bank to a Cardholder. In the event charges are incurred on the Card after the cardholder claims to have destroyed the card, the cardholder shall be entirely liable for the charges incurred on the card whether or not the same are the result of misuse and whether or not the bank has been intimated of the destruction of the card.

- For closure of the nominated account(s), the Cardholder will give at least 7 days notice in writing and return the Chip Debit-cum-ATM Card to the Bank.
- The Bank shall be entitled to discontinue this facility at any time by cancelling the card with or without assigning any reason whatsoever and by giving 7 days notice and shall be deemed to have been received by the Cardholder within 7 days of posting to the Cardholders address in India, last notified in writing to the Bank.
- The Bank has the Cardholder's express authority to debit the nominated accounts online or in the event of an offline situation within such time based on internal / scheme regulations that the Bank is a member of, for all withdrawals/transfers effected by the use of Chip Debit-cum-ATM Card/PIN as per the Bank's records, which will be conclusive and binding.

Indemnity

The Chip Debit-cum-ATM Card Holder shall indemnify and hold the Bank harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party in relation to the use of the Chip Debit-cum-ATM Card Facility by the Account Holder or Chip Debit-cum-ATM Card Holder any of their agents, employees and associates.

The Cardholder agrees to indemnify the Bank for all liabilities, losses, damages and expenses, which the Bank may sustain or incur either directly or indirectly as a result of:

- Negligence/mistake or misconduct of the Cardholder.
- Breach or non-compliance of the rules/terms and conditions relating to the Card and the account.
- Fraud or dishonesty relating to any transaction by the Cardholder or his employees/agents.
- ATMs/EDC and similar electronic terminals are machines and errors could occur while in operation. The Cardholder agrees to indemnify the Bank for any such machine/mechanical errors/failures.
- The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder not complying with Regulations of the RBI.
- The Cardholder shall indemnify the bank fully against any loss on account of misplacement by the courier/ loss in transit of the Chip Debit-cum-ATM Card/PIN Mailer
- The Bank will not be liable for any failure to provide the facility or to comply with the terms and conditions for any cause that is beyond the bank's control. In consideration of the Bank providing the cardholder with the facility of the Card, the cardholder agrees to indemnify and hereby keep the bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the cardholder the said facility of the Card or by reason of the bank acting in good faith taking or refusing to take or omitting to take action on the cardholder's instructions.
- The cardholder hereby indemnifies the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the card, in the event that it is lost and not reported to the Bank or lost and misused before the Bank is informed.

Non-transferability

The Chip Debit-cum-ATM Card Facility or any obligations arising out of its use shall not be transferable by the Account Holder or the Chip Debit-cum-ATM Card Holder to any others.

Terms and Conditions and any changes

- The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by either signing the card application form, acknowledging the receipt of the card in writing, by signing the reverse of the card, by activating the card or performing a transaction with the card.
- The Bank reserves the right to revise policies, features and benefits offered on the card and alter these Terms and Conditions from time to time and may notify the cardholder of any such alterations in any manner it thinks appropriate. The Cardholder will be bound by such alterations unless the Card is returned to the bank for cancellation before the date upon which any alteration is to have effect.
- These Terms form a contract between the cardholder and the Bank. By accessing the service, the cardholder accepts these terms and conditions. These terms and conditions will be in addition to and not in derogation of the terms and conditions relating to any account of the cardholder.

The Bank could make changes including (but not limited to) the purposes/reasons listed below:

- Impose or increase charges relating solely to the use of the Chip Debit-cum-ATM Card and PIN, or the use of an additional or replacement card.
- Increase the cardholder's liability for losses relating to transactions with his Card.
- Adjust the periodic transaction limits applying to the use of the Card.
- The Bank may also make a change without notice if the change is necessary to maintain or restore the security of the electronic system or equipment used for the Card transactions. The Cardholder would be notified within 30 days if such a change is made, unless disclosure would jeopardize the security of the electronic system or equipment.
- Notification of these and any other changes may be given by the Bank by delivering it to the Cardholder personally or by posting it to his latest address recorded with us. The Cardholder must notify the Bank of any change to his address promptly. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered.
- The Bank may also give the cardholder notice of variation of these terms and conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/branch or by a press advertisement or by a message in the account statement.
- These Terms and Conditions shall a) prevail over any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing and b) apply in addition to the Bank's General Terms and Conditions for Deposit Account and any other of the Bank's Terms and Conditions otherwise applicable. However in case of conflict, these Terms and Conditions for Chip Debit-cum-ATM Card Facility shall prevail as regards transactions under the Chip Debit-cum-ATM Card Facility.

Governing Law

These terms and conditions and/or the operations in the account(s) of the customer maintained by the bank and/or the use of the services provided through the Chip Debit-cum-ATM Card shall be governed by the laws of the Republic of India and no other nation. The cardholder and the bank agree to submit to the exclusive jurisdiction of the courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions.

Special Conditions for KIDS Card:

- 1) Surcharge of 2.5 % + Applicable Service Tax or ₹10 + Applicable Service Tax, whichever is higher of the transaction value will be applicable on the card usage on petrol pumps and railway stations as per the industry practice.
- 2) Insurance claims will be settle at the sole discretion of the Insurance company and IDBI Bank Ltd. does not play any role whatsoever in settling the claims.

Terms and Conditions for IDBI Bank's secure Debit Card Online payment service

Welcome to the IDBI Bank Verified by Visa / MasterCard SecureCode authentication service ("3DS"). Please read this Terms of Service Agreement carefully before using Verified by Visa/MasterCard SecureCode. In this Agreement, "Issuer" refers to the financial institution that issued your Debit Card; "we," "us," and "our" refer to Issuer and its suppliers of card processing and web-hosting services; and "you," "your," or "yours" refers to the Visa or MasterCard cardholder using Verified by Visa/MasterCard SecureCode.

This Terms of Service Agreement supplements and is incorporated in Issuer's cardholder agreement(s) with you ("Cardholder Agreement"). In addition to this Terms of Service Agreement, Verified by Visa/MasterCard SecureCode is also subject to the Cardholder Agreement governing the card transactions for which Verified by Visa/MasterCard SecureCode is used.

Acceptance of terms

Verified by Visa/MasterCard SecureCode provides its service to you, subject to the following Terms of Service ("TOS") and the Cardholder Agreement governing the card transactions for which Verified by Visa/MasterCard SecureCode is used. The TOS may be updated by us from time to time without notice to you. Use of the service constitutes your acceptance of the terms. In addition, when using Verified by Visa/MasterCard SecureCode, you shall be subject to any guidelines or rules applicable to Verified by Visa/MasterCard SecureCode that may be posted from time to time at the same web site.

You agree that creation of a Verified by Visa/MasterCard SecureCode account password, and/or use of Verified by Visa/MasterCard SecureCode, will represent your acceptance of this TOS, and that continued use of Verified by Visa/MasterCard SecureCode after revisions to this TOS shall constitute your agreement to such revised terms and any applicable posted guidelines or rules.

Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change Verified by Visa/MasterCard SecureCode shall be subject to this TOS.

The Issuer reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Verified by Visa/MasterCard SecureCode (or any part thereof) with or without notice.

Description of Verified by Visa and MasterCard SecureCode

Verified by Visa/MasterCard SecureCode provides you with a way of increasing security in online and other transactions for which Verified by Visa/MasterCard SecureCode is used, by reducing the chances of fraud for those transactions. Registering for Verified by Visa/MasterCard SecureCode involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which Verified by Visa/MasterCard SecureCode is used. Verified by Visa/MasterCard SecureCode may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data, as defined in Section 3(b), and other personal information is not shared with the merchant.

Your registration obligations

You agree to (i) provide true, accurate, current and complete information about yourself as prompted by Verified by Visa's/MasterCard SecureCode's registration form ("Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Registration Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Verified by Visa/MasterCard SecureCode or your card account.

Registration

- In order to use Verified by Visa/MasterCard SecureCode, you must provide certain information to us that allow us to validate your identity and verify that you are the owner of or an authorized user of the specified Debit Card. The information that you provide may be validated against information we already have on file that is associated with you, your Debit Card.
- If you are unable to provide adequate information for us to validate your identity, we have the right to not allow you to register for Verified by Visa/MasterCard SecureCode. You warrant that the Registration Data is correct and that you have the legal right to use all of the Debit Card/ that you register for Verified by Visa/MasterCard SecureCode.
- If you do not successfully register for Verified by Visa/MasterCard SecureCode, the merchant may not accept your Debit Card in payment for an e-commerce or other transaction subject to Verified by Visa/MasterCard SecureCode.
- In order to use Verified by Visa/MasterCard SecureCode, you must have the ability to access the World Wide Web and must pay any service fees associated with such access. In addition, you must have the equipment necessary to make such a connection to the World Wide Web, including a computer and modem or other access device.
- In the event you have a question regarding the Verified by Visa/MasterCard SecureCode registration process or a transaction using Verified by Visa/MasterCard SecureCode, you should direct that question to Issuer's customer service department.

Authentication

During registration for Verified by Visa/MasterCard SecureCode, you will be asked to create a password and a Personal Assurance Message (PAM)/ Personal Greeting. When engaging in an online transaction or other transaction for which Verified by Visa/MasterCard SecureCode is used, you will be asked for your Verified by Visa/MasterCard SecureCode password before the merchant accepts your Visa/MasterCard Debit Card in payment for the transaction. Also, you need to ensure that the Personal Assurance Message (PAM)/ Personal Greeting appearing during your transaction is the same as that created by you at the time of registering your IDBI Bank Debit Card. This Personal Assurance Message (PAM)/ Personal Greeting ensures that you are on the authentic IDBI Bank's website. If you are unable to provide your Verified by Visa/MasterCard SecureCode password or if the authentication through Verified by Visa/MasterCard SecureCode otherwise fails, the merchant may not accept your Visa/MasterCard Debit Card in payment for that transaction.

By registering in Verified by Visa/MasterCard SecureCode, you assent to the use of Verified by Visa/MasterCard SecureCode to evidence your identity, including the authorization of transactions authorized in advance to recur at substantially regular intervals.

Cardholder's password and security

You are solely responsible for maintaining the confidentiality of your password, Registration Data and other verification information established by you with Verified by Visa/MasterCard SecureCode, and all activities that occur using your password, Registration Data or other verification information supplied to or established by you with Verified by Visa/MasterCard SecureCode. You agree not to transfer or sell your use of, or access to, Verified by Visa/MasterCard SecureCode to any third party. You agree to immediately notify us of any unauthorized use of your password or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in the Cardholder Agreement, we shall not be liable for any loss or damage arising from your failure to comply with this TOS. It is our policy not to seek/send information such as

personal information, account details and/or information on user id and password of your Secure Debit Card Online Payment facility through email. In case you receive any email from an address appearing to be sent by us, advising you of any changes made in your personal information, account details or information on your user id and password of your Secure Debit Card Online Payment facility, please do not respond.

Privacy of registration data

Verified by Visa/MasterCard SecureCode stores your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which Verified by Visa/MasterCard SecureCode is used. You acknowledge and agree that Verified by Visa/MasterCard SecureCode may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a)(ix), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.

Your conduct

You agree not to:

- impersonate any person or entity using Verified by Visa/MasterCard SecureCode;
- upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by Verified by Visa/MasterCard SecureCode;
- spam or flood the Verified by Visa/MasterCard SecureCode Website or service;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa/MasterCard SecureCode Website or service or the software used in connection with Verified by Visa/MasterCard SecureCode;
- remove any copyright, trademark, or other proprietary rights notices contained in Verified by Visa/MasterCard SecureCode;
- "frame" or "mirror" any part of the Verified by Visa/MasterCard SecureCode Website or service without Visa's prior written authorization;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa/MasterCard SecureCode Website or service or its contents;
- otherwise interfere with, or disrupt, Verified by Visa/MasterCard SecureCode or servers or networks connected to Verified by Visa/MasterCard SecureCode, or violate this TOS or any requirements, procedures, policies or regulations of Verified by Visa/MasterCard SecureCode or of any networks connected to Verified by Visa/MasterCard SecureCode; intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Visa (all of which shall constitute "Applicable Law") in connection with your use of Verified by Visa/MasterCard SecureCode.

Liability

Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Verified by Visa/MasterCard SecureCode.

We assume no responsibility for, and will not be liable for, any damages to, or any viruses, which may affect, your computer equipment or other property on account of your access to, use of, or downloading from this web site.

Termination

If you want to end your ability to use Verified by Visa/MasterCard SecureCode, You must call IDBI Bank's customer service department on free nos. 1800-22-1070 & 1800-200-1947 so that your password and Registration Data with Verified by Visa/MasterCard SecureCode can be deactivated. Any purchases you made using Verified by Visa/MasterCard SecureCode prior to deactivation will not be affected.

We may temporarily or permanently deactivate your ability to use Verified by Visa/MasterCard SecureCode and terminate your relationship with us at any time, with or without fault on your part. For your protection, we may automatically deactivate your ability to use Verified by Visa/MasterCard SecureCode if it is not used at least one time during any six (6) month period. If we deactivate your ability to use Verified by Visa/MasterCard SecureCode, we may give you notice at the most current e-mail address you have provided to us as reflected in our records.

Dealings with merchants

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Verified by Visa/MasterCard SecureCode, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant. You agree that, except as otherwise provided by Applicable Law or in our Card member Agreement with you, we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You understand that use of Verified by Visa/MasterCard SecureCode does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in Verified by Visa/MasterCard SecureCode. For example, Verified by Visa/MasterCard SecureCode does not verify the identity of the merchant or the quality of the merchant's goods or services.

Disclaimer of warranties

You expressly understand and agree that any software obtained through the use of Verified by Visa/MasterCard SecureCode is downloaded and used at your own discretion and risk and that except as otherwise provided in this TOS Agreement, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through Verified by Visa/MasterCard SecureCode.

Except as otherwise required by any applicable state law, we make no representations or warranties about Verified by VISA/MasterCard SecureCode of any kind, express or implied, including any warranties as to merchantability or fitness for a particular purpose.

Notice

Notices to you regarding the Verified by Visa/MasterCard SecureCode Terms of Service may be made either via email or regular mail to the address that you have provided to us in connection with any of your accounts with us, or your Debit Card issued or otherwise provided by us.

Age and responsibility

You represent that you are of sufficient legal age to use Verified by Visa/MasterCard SecureCode and to create binding legal obligations for any liability you may incur as a result of the use of Verified by Visa/MasterCard SecureCode. Except as otherwise provided by Applicable Law or in our Card member Agreement with you, you understand that you are financially responsible for all uses of Verified by Visa/MasterCard SecureCode by you and those authorized by you to use your Registration Data, your password or other verification information.

Verified by Visa/MasterCard SecureCode stores your Registration Data. Your Registration Data will not be shared with online retail merchants or merchants in other transactions for which Verified by Visa/MasterCard SecureCode is used. You acknowledge and agree that Verified by Visa/MasterCard SecureCode may keep your Registration Data and also may disclose your Registration Data if required to do so by Applicable Law, as defined in Section 8(a)(ix), in the good faith belief that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce this TOS.



IDBI Bank Limited, Regd. Office: IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005.
Toll Free Numbers reachable from any landline/Mobile phones: 1800-200-1947/ 1800-22-1070, **Non- Toll Free Number:** 022-66937000.
Website: www.idbi.com