# Andhra Pradesh Mahesh Co-operative Urban Bank Ltd

H.O. Hyderabad

(Multi-State Scheduled Bank)

# **B. DETAILD TERMS & CONDITIONS FOR ATM-CUM-DEBIT CARDS**

These Terms and Conditions apply to and regulate the issuance and usage of debit cards offered by The A.P.Mahesh Co-op urban Bank Ltd, Hyderabad (herein after referred to as Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd) to Accountholder and/or any person as may be specified by the Accountholder.

These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time. All annexure to the Terms shall form an integral part of the Terms.

## 1. DEFINITIONS:

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

"Account" refers to the savings and /or current account designated by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd to be eligible account/s for operations through the use of the Card.

"Account Statement" means the periodical statement of Account of a Cardholder's Account, setting out the Transactions carried out and balance in the Account as on the date of Statement of Account, and any other information as Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may deem fit to include.

"Accountholder" refers to individuals, proprietorships holding an Account with Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd.

"ATM" means any Automated Teller Machine whether of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd or a specified Shared Network, at which, amongst other things, the Cardholder can use his Card to access his funds in his Account, held with Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd.

"Card" refers to the Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd ATM-cum-Debit card issued to the Accountholder of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd.

"Cardholder" refers to the Accountholder of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd or any such person authorized by the Accountholder to whom a Card has been issued and who is authorized to hold the Card.

"Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd" or "the Bank" shall mean The A.P.Mahesh Co-operative Urban Bank Ltd, a Co-operative Urban Bank registered under the Multi-State Co-operative Societies Act, 2002 having its registered office at 5-3-989, Sherza Estate, NS Road, Hyderabad – 500 095 (which expression shall, unless it be repugnant to the subject or context thereof, include its successors, representatives and assigns), the proprietors / owners of the Card.

"Internet Website" shall mean websites of the Merchant Establishments wherever located which honor the Card for payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organizations advertised as honoring the Card.

"Merchant Establishment" shall mean such physical and/or virtual establishments, wherever located, which honor a ATM Card and shall include, among others, stores, shops, restaurants, hotels and airlines cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

"Merchant" means any person who owns or manages or operates a Merchant Establishment.

"PIN" means the Personal Identification Number allocated to the Cardholder by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd or chosen by the Cardholder/ Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time, in relation to the Card.

"POS Terminal" means the point of sale (POS) electronic terminals at Merchant Establishments in India capable of processing card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.

"Primary Account" shall mean such primary Account that is linked to the Card.

"Shared Network" shall mean NFS or any other networks which honor the Card.

'Tariff Annexure' means an annexure detailing the charges applicable for the services offered on the Card.

These charges are subject to changes at the sole discretion of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd.

# 2. INTERPRETATION:

- a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b) Words purporting any gender include the other gender.
- c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the Terms.
- e) References to NFS / RuPay Card regulations pertain to the guidelines issued by NFS to all the member banks of its network.
- f) The rules of interpretation as set out in the General Clauses Act shall, unless it is repugnant to the subject or context thereof, apply to the Terms as if incorporated herein.

## 3. APPLICABILITY OF TERMS:

The Terms form the contract between the Cardholder and Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by requesting POS activation of the Card or activation through ATM or by requesting through Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's 24-Hour Customer Care Center or after 10 days have elapsed since the Card was dispatched to his

address on record. The Terms will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities shall at all times continue be bound by the terms and conditions stipulated by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time for such services / facilities.

#### 4. BENEFITS OF CARD:

The Cardholder can access cash at the ATMs of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd branch and any other member banks of shared network, make payments at Merchant Establishments, ascertain information about his Account balance through the use of the Card at ATMs/ or otherwise any such services as specified by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time. The Cardholders availing of any such services through the use of the Card shall be bound by the terms and conditions stipulated by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd, and as amended from time to time, with respect to such services. The Card is valid for use at ATMs and Merchant Establishments in India. The Card is valid up to the last day of the month indicated on the Card. Upon occurrence of the Transaction, the Account linked with the Card shall be instantaneously debited by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd.

#### 5. PERSONAL IDENTIFICATION NUMBER:

To enable the Cardholder to use the Card, a Personal Identification Number (PIN) will be issued to him in the first instance. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd exercises utmost care and caution when issuing the PIN/s and also ensures, to the maximum extent possible, that the same is not disclosed to anyone except the Cardholder. The PIN shall be mailed to him and the Cardholder shall ensure that the same is received in a sealed envelope. This PIN may subsequently, be changed by the Cardholder, at his own risk, at any Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd ATM. The Cardholder acknowledges, represents and warrants that the PIN issued to it provides access to the Account and that the Cardholder accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered in to the Account using such PIN. The Cardholder shall not record the PÍN in any form so as to facilitate PIN coming to knowledge of a third party. The Cardholder grants express authority to Andhra Pradesh Mahesh Cooperative Uraban Bank Ltd for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. Andhra Pradesh Mahesh Cooperative Uraban Bank Ltd has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's PIN. The Cardholder shall at all times take all appropriate steps to maintain the security of the PIN. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may, in its absolute discretion issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time, the Cardholder will not hold Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd liable in case of any improper/ fraudulent/ duplicate/erroneous use of the Card and/or the PIN. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Account, the Cardholder will be responsible and shall indemnify Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.

#### 6. LOST OR STOLEN CARDS:

If a Card is lost or stolen, the Cardholder must file a report with the local police and send a copy of the same to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd. The Cardholder may report a Card loss over the telephone to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's Customer Care Center or by way of written communication to his branch of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd or such other mode as may be acceptable to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd upon adequate verification will temporarily suspend the Card, and will subsequently hot list/cancel the Card during working hours on a working day of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd following the receipt of such intimation. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. The Cardholder will be liable for all charges incurred on the Card until the Card is hot listed/ cancelled. The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and adequate care taken to prevent its misuse.

#### 7. SURRENDER/REPLACEMENT OF CARD:

The Card issued to the Cardholder shall remain the property of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and will be surrendered to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd, on demand. The Cardholder shall return the Card to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd for any reason whatsoever. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd, may, in its absolute discretion issue a replacement Card along with a new PIN to the Cardholders, including for any loss/ stolen Card.

# 8. TERMINATION:

The Cardholder may discontinue/ terminate the Card anytime by a written notice to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may at any time, with or without notice, depending on the circumstances in Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd, at its' absolute discretion, terminate the Card.

## 9. USAGE GUIDELINES:

The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign the Card immediately upon receipt. The Cardholder is advised to change the PIN assigned by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd after the first usage and choose another PIN as a safety measure for secured usage of the Card. The Cardholder will be responsible for all facilities granted by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and for all related charges and shall act in good faith in relation to all dealings with Card and Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd immediately of any error or irregularity in maintaining the Account/ Card by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd immediately of any error or irregularity in maintaining the Account/ Card by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd or such other mode as may be acceptable to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd.

# 10. MULTIPLE ACCOUNTS

The Cardholder agrees that in case he has multiple accounts with Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd, Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd will decide the number of accounts, which will have the Card facility on them. In case of Cards linked to multiple Accounts, fast cash Transactions on Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd ATMs, all Transactions done on Shared Network ATMs and POS Terminal Transactions carried out with the Card will be affected only on the Primary Account. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd will debit the Accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement of the Account(s), which are linked to the Card.

# 11. STATEMENTS AND RECORDS

The Cardholder can get a Statement of his Transactions from the Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd Branch where he maintains his Account linked to ATM Card. The Cardholder will inform Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd in writing within 15 days, if any irregularities or discrepancies exist in the transactions/ particulars of the Account on any Account Statement that is made available to the Cardholder. If Andhra Pradesh Mahesh

Co-operative Uraban Bank Ltd does not receive any information to the contrary within 15 days Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may assume that the Account Statement and the transactions are correct. To ensure the Cardholder's interests, Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd 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 Card facilities at ATM. All records maintained by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd, 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 the Terms, and all camera/video recordings made as mentioned above shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

#### 12. ATM USAGE:

The Card can be used at the ATM locations with the help of the confidential PIN. All Transactions conducted with use of the PIN will be the Cardholder's responsibility. The Cardholder agrees that he will be allowed to withdraw only a certain amount of cash per transaction per day as determined by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd 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 his Card facility. When the Cardholder completes a transaction through an ATM he can opt to receive a printed transaction record i.e. the transaction slip/ ATM receipt. The amount of available funds is shown on this ATM receipt when the Cardholder uses his Card. The Cardholder is advised to retain the record of Transactions generated by the ATM with him. The Cardholder agrees not to attempt to withdraw using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.

## 13. MERCHANT LOCATION USAGE:

The Card is acceptable at all Merchant Establishments in India which display the logos of RuPay and/or such other agencies recognized by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and which have a POS terminal. The Card is for electronic use only as in the case of the charge slip/sales slip printed electronically from the POS terminal. The Cardholder must sign a sales slip whenever the Card is used at a Merchant Establishment and should retain his copy. 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 be his liability. The Card is operable with the help of the Cardholder's signature or the PIN at POS terminals installed at Merchant locations depending on the functionality of the POS Terminal. The Bank will not accept responsibility for any dealings, which the Cardholder may have with the Merchant including but not limited to the supply of goods and services. In the event the Cardholder has any complaints concerning any Merchant Establishment, the Cardholder with the Merchant Establishment should resolve the matter and failure to do so will not relieve him from any obligations to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd.

However, the Cardholder should notify Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd of this complaint immediately. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the Merchant must cancel the earlier sales slip and the Cardholder must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip / sales slip needs to be produced by the Cardholder, if called for. 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.

#### 14. EXCLUSION FROM LIABILITY

In consideration of Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep Andhra Pradesh Mahesh Cooperative Uraban Bank Ltd and /or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd 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 Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or noncompliance of the Terms and the terms and conditions pertaining to the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents. The Cardholder shall indemnify and hold harmless Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from any and all consequences arising from the Cardholder not complying with the Regulations of the RBI and the rules and regulations made there under and/or any other Act/Authority. The Cardholder shall also indemnify Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd fully against any loss on account of misplacement by the courier or loss-in-transit of the Card/PIN. Without prejudice to the foregoing, Andhra Pradesh Mahesh Cooperative Uraban Bank Ltd shall be under no liability what so ever to the Cardholder in respect of any loss or damage arising directly or indirectly out of: Any defect in quality of goods or services supplied. The refusal of any person to honor to accept a Card. The malfunction of any computer terminal/ system not within Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's control. Effecting Transaction instructions other than by a Cardholder. Handing over of the Card by the Cardholder to anybody other than the designated employees of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd at Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's premises. The exercise by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd 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 is made and/or procured by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd. The exercise by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd of its right to terminate any Card. Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Card. Any misstatement, misrepresentation, error or omission in any details disclosed by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd except as otherwise required by law, if Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd receives any process, summons, order, injunction, execution distrait, levy lien, information or notice which Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd 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 Card, Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction; In the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner. The Cardholder agrees to indemnify Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd for any machine/mechanical error/failure. However, Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall be liable for all direct losses incurred by the Cardholder, caused due to a technical error/ malfunction, which is directly within Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's control. However, Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall not be liable for any loss caused due to a technical breakdown of the payment system if the same was recognizable by the Cardholder by a message on the display of the device or was otherwise known/ communicated. The liability of Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd in cases of non-execution or defective execution of the Transaction shall be limited to the principal value of the Transaction and the interest thereof, if any, subject to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's policies and applicable law/s

# 15. ADDITION/WITHDRAWAL OF FACILITIES:

Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may, at its discretion, make available to the Cardholder more services on the Card, ATMs, POS Terminals, Internet or otherwise and/or other devices through Shared Networks for the Cardholder's convenience and use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time will be recovered by a debit to the Account linked with the Card. The Cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall also, 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 ATMs / POS Terminal/Internet / other devices within 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.

#### 16. DISCLOSURES:

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of any amount due on the Card, Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of the default including the name of the Cardholder / co-applicants, as applicable, as defaulters in such manner and through such media as Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd or RBI in their absolute discretion may think fit. The Cardholder hereby authorizes Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd to exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in the Terms or as expressed in the application made for the Card to its Affiliates/ banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and their agents liable for use of the aforesaid information.

## 17. FEES AND CHARGES:

The annual fees for the Card will be debited to the Primary Account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable. The Cardholder shall maintain at all times such minimum balance in the Account, as Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may stipulate from time to time. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd reserves the right at any time to charge the Cardholder for the issue or reissue of a Card and/or any fees/charges for the transactions carried out by the Cardholder on the Card. 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 Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd (either directly or indirectly), Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall debit such charges, duty or tax against the Account. In addition, operators of Shared Networks may impose an additional charge for each use of their ATM/ POS Terminal/ other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account. In the situation that the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further Transactions. In case of Accounts classified as overdrawn Accounts, the Cardholder will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could 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 setoff this amount against any credit lying from any of the Cardholder's other Accounts held jointly or singly without giving any notice. Nothing in the Terms shall affect the Bank's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder. The Cardholder also authorizes Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd to deduct from his Account, and indemnifies Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card. (including without limitation reasonable legal fees). Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time. The Cardholder authorizes Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd to recover all charges related to the Card as determined by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time by debiting the Account linked with the Čard. Details of the applicable fees and charges as stipulated by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd will be displayed on the website and / or at the branches.

#### 18. DISPUTES:

Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd accepts no responsibility for refusal by any Merchant Establishment to accept and/or honor the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and the Cardholder as to the extent of liability incurred by the Cardholder and Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd within 15 days of the Account Statement date failing which it will be construed that all charges are acceptable and in order. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the Account Statement within two months of receipt of the notice of disagreement. If after such effort Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd 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. Any dispute in respect of a Shared Network ATM Transaction will be resolved as per NFS regulations. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd does not accept responsibility for any dealings the Cardholder may have with Shared Networks. In the event the Cardholder has any complaints concerning any Shared Network ATM, the Cardholder with the Shared Network should resolve the matter, and failure to do so will not relieve him from any obligations to Andhra

## 19. QUALITY OF GOODS AND SERVICES:

Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Debit Card is purely a facility to the Cardholder to purchase goods and/or avail of services, Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Card Member with the Merchant Establishment must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Card Member of his/her obligation to pay all the Charges due to Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and the Card Member agrees to pay promptly such charges.

20. GOVERNING LAW AND JURISDICTION: Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd and Cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Hyderabad (A.P) only and irrevocably submitting themselves to the jurisdiction of that court or tribunal. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may, however, in its absolute discretion commence any legal or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. These Terms shall be governed by and construed in accordance with the laws of India.

## 21. NOTIFICATION OF CHANGES:

Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may communicate the amended Terms by hosting the same on the Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's website or in any other manner as decided by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd from time to time. The Customer shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's website. In the event the Cardholder, as a consequence of the change in the Terms, desires to discontinue the Card he may do so within a period of two months from the date of communication/ uploading of the amended Terms on the Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd's website. However, he shall be deemed to have accepted the amended Terms by continuing to use the Card post notification of such amended Terms.

#### INTERNET WEBSITE USAGE:

The Card can be used by the Cardholder (unless otherwise intimated by Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd) at all Internet Websites in India which display the logo of the Bank/RuPay and which have the facility of offering goods or services for purchase through the Internet. The amount of the transaction

is debited from the account linked to the Card immediately. The Card is operable with the help of the Card Number, CVV2 security digits and grid values printed at the back of the Card on Internet websites. The Bank will not accept responsibility for any dealings, the Cardholder may have through Internet Website, including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any transaction placed through Internet Website, the matter should be resolved by the Cardholder with the Merchant 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. The Bank accepts no responsibility for any surcharge levied by any Internet Website and the same being debited to the Cardholder's Account with the Transaction amount. Any charge or other payment requisition received from an Internet Website by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Internet Website by the Cardholder, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier transaction must be cancelled at the Internet Website and an electronic copy of the cancelled receipt must be retained in the Cardholder's possession. Reversal/refund of debits due to such transactions will be processed manually and the electronic copy of the cancelled receipt needs to be produced by the Cardholder, if called for. 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 shall be solely responsible for such usage.

#### Disclaimer:

"Andhra Pradesh Mahesh Co-operative Uraban Bank Ltd may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms and conditions as required or necessary, in relation to its products/services."

SIGNATURE OF THE CUSTOMER(S)