# The SBM One co-branded Credit Card Terms and Conditions



# **CARD MEMBER AGREEMENT**

#### The SBM One co-branded Credit Card Terms and Conditions (In Hindi)

These Terms and Conditions (**Terms**) apply to the Credit Card issued by SBM Bank (India) Limited (**Bank**) in partnership with OneConsumer Services Private Limited (**SBM One co-branded Credit Card**). Activating your card from the OneCard application or clicking on 'Submit' or 'I Agree' or any similar tab/icon would mean acceptance of the below terms and conditions by the Cardholder/ Cardmember (**You**).

These Terms presently in force were last updated on March 7, 2025 and are subject to changes from time to time. The most recent version will always be available on this website.

#### 1. Definitions and Interpretation

- 1.1 "Applicant" means person(s) who have applied for a SBM One co-branded Credit Card;
- 1.2. "Application/App" means the OneCard App, through which the Cardmember can control all aspects of the SBM One co-branded Credit Card;
- 1.3. "App PIN" means the Personal Identification Number created by the Cardmember from the OneCard Mobile Application, to password protect and secure the OneCard Mobile Application;
- 1.4. "Authorised Dealer" means an authorised dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time;
- 1.5. "Bank" shall mean SBM Bank (India) Limited, issuer of the SBM One cobranded Credit Card;
- 1.6. **"Business Day"** means a day on which the relevant office of the Bank is open for normal business transactions;
- 1.7. "Cardmember"/ "Cardholder" means an individual who has been issued the SBM One co-branded Credit Card;
- 1.8. "Cash Limit" means the maximum amount of cash that a Cardmember can withdraw from an Automated Teller Machine (ATM) using SBM One co-

branded **Credit Card.** This Cash Limit forms part of the Cardmember's approved credit limit;

- 1.9. "Charges" means such charges as are set out in Clause 8 hereof or mentioned anywhere in these Terms. All details of Charges mentioned herein shall be as provided in the MITC unless specifically communicated to the Cardmember, as amended from time to time;
- 1.10. "Credit Limit/ Purchase Limit" means the limit up to which a Cardmember is authorised to use the SBM One co-branded Credit Card for a purchase transaction at an online/offline merchant establishment;
- 1.11. "Customer Care" refers to customer service and support systems provided by the Bank;
- 1.12. **"Fingerprint Lock"** refers to securing the OneCard mobile application by using the Cardmember's fingerprint as a locking mechanism;
- 1.13. "Merchant Establishment" means an establishment which honours the SBM One co-branded Credit Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers) and shall include establishments which honour the SBM One co-branded Credit Card for online transactions;
- 1.14. "Merchant" means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns;
- 1.15. "Minimum Amount Due" or "MAD" means the amount mentioned in the SBM One co-branded \*\*Credit Card \*\*statement, which is the minimum payment a Cardmember must make by the payment due date to keep the card account in good standing;
- 1.16. "MITC" means the document containing the Most Important Terms and Conditions along with the schedule of charges applicable for the services offered on the SBM One co-branded Credit Card (as provided in Annexure I herein). These charges are subject to changes at the sole discretion of the Bank. However, such changes in charges may be made only with prospective effect giving prior notice of 30 days to the Cardmember.
- 1.17. **"SBM One co-branded Credit Card"** means the co-branded credit card issued by SBM Bank (India) Limited in partnership with Oneconsumer Services Private Limited (Oneconsumer), which may be the Partially Secured SBM One co-branded Credit Card or Unsecured SBM One co-branded Credit Card as the case maybe;
- 1.18. "SBM One co-branded Account" means the account opened in the name of the Cardmember for the purpose of usage of the SBM One co-branded Credit Card as per the terms and conditions set out herein;
- 1.19. "OneCard PIN" means the Personal Identification Number created by the Cardmember from the OneCard Mobile Application, to act as a security measure against potential misuse of the SBM One co-branded Credit Card;

- 1.20. **"Payment Due Date"** means the date every month, on which the payment is due, towards charges incurred on usage of the SBM One co-branded Credit Card;
- 1.21. "Primary Cardmember" is the person in whose name the Card Account has been opened and to whom the SBM One co-branded Credit Card has been issued; ("You")
- 1.22. "RBI" means the Reserve Bank of India;
- 1.23. "Statement" means the monthly statement of account sent to a Cardmember containing the list of charges incurred on SBM One co-branded Credit Card as well as the amount due and the date by which it is to be paid
- 1.24. **"Supplementary/Add-on Cardmember"** means the family member(s) of the Primary Cardmember who become(s) a Cardmember by virtue of relationship with the Primary Cardmember.
- 1.25. "Total Amount Due" or "TAD" means the overall outstanding amount mentioned in the Statement;
- 1.26. "Transaction Instruction" means any instruction given by a Cardmember directly or indirectly to Bank and/or through the App or Customer Care to effect the transaction;
- 1.27. "Virtual Credit Card" shall mean a virtual rendition of the SBM One cobranded Credit Card which can be used for online or app-based transactions;
- 1.28. "Website" shall mean the OneCard website, at the URL <a href="https://www.getonecard.app">https://www.getonecard.app</a>

#### 2. Card Services

SBM One co-branded Credit Card is the property of the Bank. The Bank or any Person authorised by the Bank reserves the right to:

- 2.1. Ascertain your credit worthiness by obtaining a credit bureau report and any other reports as it may deem necessary; and
- 2.2. Decline to issue the SBM One co-branded Credit Card to you at their sole discretion. The SBM One co-branded Credit Card is not transferable, and its usage is subject to the Terms mentioned here and any additional conditions stipulated by the Bank from time to time
- 2.3. Change the credit limit from when the card is reserved to when it is issued
- 2.4 Proceed with activation of the card subject to completion of KYC (Know Your Customer) norms and other guidelines

Please sign on the reverse of the SBM One co-branded Credit Card immediately once you have received it. The OneCard App and Customer Care options are available to all Cardmembers.

The Cardmembers availing of any services/ facilities including but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, statement details, payment due date, etc. through the App and/ or Customer Care shall at all times continue to be bound by the Terms stipulated by Bank with respect to the services/ facilities and the mode of availing of such facilities/ services, as amended from time to time.

# 3. The OneCard Mobile Application

You can control the SBM One co-branded Credit Card entirely from the powerful OneCard Mobile Application, some of the actions being:

- 3.1. Set your App PIN
- 3.2. Activate your SBM One co-branded Credit Card
- 3.3. Make credit card bill payments
- 3.4. Manage your virtual credit card
- 3.5. Control your credit and cash withdrawal limits
- 3.6. Enable online, domestic and international usage
- 3.7. Set your SBM One co-branded Credit Card PIN (For use at Point of Sale and ATMs)
- 3.8. Raise disputes or service queries on any aspect of your SBM One co-branded Credit Card

# 4. Virtual Credit Card 🚍 🕮

- 4.1. In addition to the physical SBM One co-branded Credit Card, you will also receive a virtual rendition of the same SBM One co-branded Credit Card which will be available on the App, as part of the on-boarding process.
- 4.2. This virtual card is also a VISA/RuPay powered credit card which you can use for any online or mobile application-based transactions or purchases. The security parameters are set as per industry standards.

# 5. Use of the SBM One co-branded Credit Card

5.1. Your SBM One co-branded Credit Card is an internationally valid credit card and valid world-wide except as provided in Clause 5.12 below. The SBM One co-branded Credit Card is acceptable at any Merchant Establishments accepting Visa

cards. Please use the SBM One co-branded Credit Card for your bona fide personal or official purpose only.

- 5.2. However, the Bank (which is specifically authorised by the Bank) reserves the right to decline the use of the SBM One co-branded Credit Card on account of but not restricted to regulatory restrictions, technical difficulties and unforeseen circumstances.
- 5.3. A Merchant Establishment has the right, at any time, to refuse the use of the SBM One co-branded Credit Card at that Merchant Establishment for any reason whatsoever.
- 5.4. For any charges levied by the Merchant Establishment towards the services availed by you, the same shall be settled with the Merchant Establishment directly and Bank shall in no manner be held liable for them or the quality of service received or items purchased. On use of the SBM One co-branded Credit Card at the Merchant Establishment, it is recommended that you collect a copy of the transaction/payment slip.
- 5.5. All the contents of the Statement will be deemed to be correct and accepted if you do not inform us of any discrepancies within 30 days of the statement date. In the event of billing disputes/discrepancies, we shall investigate and confirm the liability for such transactions. For certain disputes, we may offer a temporary credit during the period of investigation, which may be reversed along with applicable charges subject to outcome of the investigation. GST levied will not be reversed on any dispute on fees and charges or interest.
- 5.6. You can use the SBM One co-branded Credit Card:
- 5.6.1. within the Credit Limit notified to you; and
- 5.6.2. not after the last date of the month of the expiry date displayed on the card.
- 5.7. Your right to use the SBM One co-branded Credit Card shall be determined forthwith:
- 5.7.1. in the event of termination pursuant to Clause 7 below; or
- 5.7.2. in the event of loss / misuse or theft of the card.
- 5.7.3. By usage of the SBM OneCard Credit Card, in case of renewal of an existing card, the cardholder will be provided an option to decline the same if he/she wants to do so before dispatching the renewed card.

- 5.8. The Total Credit Limit and Total Cash Limit on every SBM One co-branded Credit Card, at any point in time are assigned at the sole discretion of the Bank.
- 5.9. You shall act in good faith at all times in relation to all dealings with SBM One co-branded Credit Card and the Bank.
- 5.10. The SBM One co-branded Credit Card issued to you is valid world-wide for payment in foreign exchange except at Merchant Establishments in Nepal and Bhutan. Use of the card in Nepal or Bhutan for payment in foreign exchange would be a breach of the "Foreign Exchange Management Act" (FEMA) or any other corresponding law. You accept full responsibility for wrongful use in contravention to these conditions and undertake and agree to indemnify the Bank, OneConsumer and to make good any loss, damage, interest, conversion, any other financial charge that the Bank and/or OneConsumer may incur and/or suffer as a result of your violations of the provisions thereof.
- 5.11. In compliance with RBI's circular of January 15, 2020, at the time of issue, your card shall be enabled for use only at contact based PoS or ATMs within India. The facility to enable or disable online transactions (domestic and international), international transactions and contactless transactions will be provided to you from the App.
- 5.12. Do not use your Internationally valid Card on the Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc.
- 5.13. Authorised Dealers can accept payment by debit to the SBM One co-branded Credit Card for exports made out of India irrespective of whether the importer client is on a visit to India or not. Therefore, Authorised Dealers may receive payment for exports made out of India by debit to the Credit Card of an importer, where the reimbursement from the Card issuing bank/organisation will be received in foreign exchange.
- 5.14. Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the SBM One co-branded Credit Card without providing any reason to the Cardmember. In certain cases, subject to its sole discretion, the bank may require you to contact Customer Care to authenticate the transaction before approving it and charging to the Card Account.

- 5.15. Further, You agree that you will not use the SBM One co-branded Credit Card as payment for any illegal / unlawful purchase/purposes. The SBM One co-branded Credit Card should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (e.g. for working capital purposes).
- 5.16. If the SBM One co-branded Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above in Clause 5.15, Bank may, at its sole discretion, exercise its right to close the concerned SBM One co-branded Credit Card and Supplementary/Add-on Cards without any notice to you.
- 5.17. Bank has the right to enquire over phone or through any other means of formal communication and seek details, information, proof etc. about the SBM One co-branded Credit Card transactions, pattern of use, etc. and you are contractually bound to provide the information sought by Bank when requested.

Unsatisfactory responses or no responses from you may lead to blocking or termination of your SBM One co-branded Credit Card account by Bank. Transactions on the SBM One co-branded Credit Card will be allowed only up to the unused amount of Total Credit Limit on the Card Account at the time.

5.18 Bank shall seek One Time Password (OTP) based consent from the Cardholder for activating the Credit Card, if the same has not been activated by the Cardholder for more than 30 days from the date of issuance. Any action undertaken by the Cardholder indicating intent to use the Credit Card will be considered as activation. If no consent is received for activating the Credit Card, the Bank shall close the Credit Card Account without any cost to the Cardholder within seven working days from date of seeking confirmation. In case of a renewed or replaced card, the closure of an inactivated Credit Card shall be subject to payment of all dues by the Cardholder.

# 6. Identity Verification for SBM One co-branded Credit Card and App usage

- 6.1. We have ensured that you can carry out transactions only in a secure environment after you authenticate yourself with your preferred authentication mechanism (Fingerprint Lock or App PIN) on the App. As a Cardmember, you should be aware of the features and impact of these transactions as you would be responsible for your actions within the App.
- 6.2. To prevent any unauthorised access, please secure the App with an App PIN or fingerprint lock. Further, to enable you to use the SBM One co-branded Credit Card

in a secure manner, a Personal Identification Number (SBM One co-branded Credit Card PIN) for the SBM One co-branded Credit Card will be issued. The SBM One co-branded Credit Card PIN can be generated by you from the App , and may subsequently be changed by you from the App at any time.

- 6.3. The Biometric Lock or App PIN provides access to the Card Account and you accept the sole responsibility for use, confidentiality and protection of the App PIN, as well as for all orders and information changes entered into the Card Account using this App PIN.
- 6.4. Please do not share either your App PIN or SBM One co-branded Credit Card PIN with anyone or store it in a way that a third party can access it. Bank is authorised by you for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same.
- 6.5. For online purchases, we have ensured that the verification/authentication is not only secure but convenient. As a Cardmember, you can authenticate your online purchases using the following methods:
- 6.5.1 "Swipe to Pay" We will send a notification on App whenever you make e-commerce purchases at domestic merchants. You would need to authenticate yourself using the App PIN or biometric credentials (as applicable) to access this notification. On successful verification, you will have to swipe to confirm the purchase. In case you do not wish to use this service, you can switch this off using the App controls.
- 6.5.2 **One-Time Password (OTP)**: In case you wish to authenticate yourself using an OTP, you can always request an OTP during the purchase, based on which the transaction will be approved using the OTP sent on your registered mobile number. You shall at all times take all appropriate steps to maintain the security of the SBM One co-branded Credit Card PIN. If you fail to observe the security requirements, you may incur a liability for the Bank, who may, at its absolute discretion, issue a new SBM One co-branded Credit Card PIN on the existing SBM One co-branded Credit Card or ask you to create a new SBM One co-branded Credit Card PIN from the App.
- 6.6 In case you have added your SBM One co-branded Credit Card for any subscriptions or recurring payments, then the registration for these services and/or first transaction will be authenticated using any of the above methods provided in Clause 6.5. The subsequent transactions will not be authenticated and will be approved based purely on the first verification. In case you wish to change your

subscription plan at any time, you can do that directly from the merchants website or app. You should note that the subscriptions/recurring payments arrangement is subject to the following conditions set forth by the RBI, which may be amended from time to time.

- 6.6.1 Any modification to these subscriptions/recurring payments will require authentication using any of the above methods stated in Clause 6.5.
- 6.6.2 The maximum permissible limit for these subscriptions/recurring payments is Rs. 15,000. At the time of registering for the aforesaid payments, you can set a fixed rupee value or a variable range within the Rs. 15,000 limit which will be charged to your SBM One co-branded for the validity period of the subscriptions/recurring payments arrangement.
- 6.6.3 You will be given a pre-transaction notification at least 24 hours prior to the amount being charged to your SBM One co-branded Credit Card. The pre-transaction notification will be received by you on your preferred mode of communication provided by you at the time of registering for this kind of payment arrangement.
- 6.6.4 This pre-transaction notification will contain the name of the merchant, transaction amount, date/time the SBM One co-branded Credit Card will be charged, reference number of the transaction and reason for charge (which will be provided by Cardmember at the time of registering the subscription/recurring payment arrangement).
- 6.6.5 On receiving the pre-transaction notification, the Cardmember will have the facility to opt-out of paying for that transaction. If you choose to opt-out, the action will have to be authenticated using one of the methods provided in Clause 6.5. On receipt of intimation of such an opt-out, Bank shall ensure that the particular transaction is not effected and subsequent recurring transactions are not effected as well. Bank shall send you an intimation to confirm the same to your preferred mode of communication.
- 6.6.6. You shall, at your sole discretion, have the option, to withdraw/revoke this subscription/recurring payments arrangement through the App or Website. Such withdrawal/revocation shall be authenticated using one of the methods provided in Clause 6.5. Any withdrawal/revocation from these subscriptions/recurring payments shall result in Bank not processing/effecting subsequent transactions for that particular arrangement. However, you may note that any pipeline transactions shall be effected.

"Pipeline transactions" shall mean those transactions for which pre-transaction notifications were sent to the Cardmember and the opt-out facility was not exercised, however the Cardmember chose to withdraw the payment arrangement before the transaction alert could be sent to or received by the Cardmember. 6.6.7 No charge shall be levied or recovered from you for availing this subscriptions/recurring payments arrangement.

7. Breach, Surrender and Termination/Revocation of Card Membership



#### 7.1. Breach:

In the event of breach of any of these Terms by any Cardmember:

- 7.1.1. Notwithstanding any other provision of these Terms the Cardmember will remain liable for any loss directly or indirectly resulting from such a breach; and
- 7.1.2. The Cardmember will be liable to pay upon demand, all amounts outstanding from the Cardmember, whether due and payable at the date of such demand or not.

## 7.2. Procedure for surrender of card by card holder – due notice

- 7.2.1. You can close your SBM One co-branded Credit Card account any time by calling our Customer Care team or by emailing us. The entire card outstanding dues and loans / EMI facilities linked to your SBM One co-branded Credit Card (if applicable and/or availed of) will immediately become due.
- 7.2.2. The customers are requested to clear outstanding amount on their credit card before initiating card closure request.

In case the card closure is initiated before clearing outstanding amount on the credit card, the Bank will liquidate all Fixed Deposits associated with the credit card to recover outstanding amount (including interest and charges if any) on the credit card. Such liquidation will be considered as a pre-mature withdrawal of the Fixed Deposits and penalty to the tune of 1% of interest rate\* on the fixed deposits shall be levied. Balance amount remaining post adjustment of outstanding amount on the credit card and pre-mature withdrawal penalty shall be refunded to the customer.

\*For term deposits withdrawn before the maturity date interest shall be paid at the rate applicable to the amount and period for which the deposit remained with the bank and not at the contracted rate. Further, No interest shall be paid, where premature withdrawal of deposits takes place before completion of the minimum period of 7 days.

- 7.2.3. Any refund/reversal that is received after the card closure will be intimated to you and refunded electronically to the account number shared with customer care after verifying the ownership.
- 7.2.4. Once the virtual SBM One co-branded Credit Card is activated, the physical card will be sent to you. If you choose to cancel card membership within 6 months of activating the virtual card, a charge of Rs. 3,000 will be levied. This would be added to the overall outstanding amount and the card account will be closed once all dues are paid.
- 7.2.5. Upon termination/revocation of SBM One co-branded Credit Card membership for any reason whatsoever, whether at the instance of the Cardmember or the Bank, the Cardmember shall remain liable for all charges incurred by the use of the SBM One co-branded Credit Card.
- 7.2.6. You specifically acknowledge that once your SBM One co-branded Credit Card account is closed, the privileges (including but not limited to all benefits and services accrued, reward points not redeemed etc) of the SBM One co-branded Credit Card stand nullified. Reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Bank.
- 7.2.7. For avoiding misuse, it is advised to destroy the SBM One co-branded Credit Card ensuring that the hologram, magnetic strip and chip are destroyed permanently.
- 7.2.8. Your SBM One co-branded Credit Card account will be closed only once the Bank receives the payment of all amounts due and outstanding in respect of the said SBM One co-branded Credit Card account.

#### 7.3. Procedure for revocation of card membership

Your access to your SBM One co-branded Credit Card may be cancelled / revoked at any time without prior notice, if we consider it necessary for business or security reasons, including but not limited to:

- 7.3.1. Delayed or dishonoured payments, improper use of the SBM One co-branded Credit Card potentially in violation of RBI and Foreign Exchange rules.
- 7.3.2. Misleading or incorrect information / documents given along with card application;

- 7.3.3. Failure to furnish information or documents as required under the Know Your Customer (KYC)/ Anti Money Laundering (AML) / Combating the Financing of Terrorism (CFT) guidelines;
- 7.3.4. Involvement in any civil litigation or criminal offence / proceedings by any authority, court of law or professional body or association; and
- 7.3.5. Changes in credit policy due to prevailing conditions / unforeseen circumstances.

You may continue to get your SBM One co-branded Credit Card statements with actual outstanding, even after closure of the Card Account.

# 8. Charges and Payments

Here are some of the changes payable by you on the payment date which will be shown in the App:

- 8.1. The amount of any purchase of goods and/or services or a cash withdrawal;
- 8.2. Any fees as specified in Clause A of the MITC.
- 8.3. Service charges on specific types of transactions as decided by Bank from time to time may be levied.
- 8.4. All statutory taxes, Goods and Services Tax (GST), and other taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the SBM One co-branded Credit Card.
- 8.5. Delayed or Amended Charges:
- 8.5.1. A Merchant may process delayed or amended charges if you have consented to be liable for delayed or amended charges for a hotel, car rental company, cruise line transaction or any other transactions; and
- 8.5.2. Delayed or amended charges shall be processed to the Card Account within 90 calendar days of the transaction date of the related transaction.
- 8.6. These transactions may include room, food or beverage charges, taxes, fuel, insurance, rental fees, damage to rental vehicles, parking tickets and other traffic violations, and goods and services purchased aboard a cruise line vessel.

- 8.7. When you use the SBM One co-branded Credit Card to pay for fuel domestically, a fuel surcharge is levied by the acquirer (merchant's bank providing terminal). The surcharge waiver will be lowest of 1% of the transaction amount or actual surcharge levied (excluding of GST). Maximum fuel surcharge waiver will be capped at Rs 400 per calendar month per account for the fuel transactions made on SBM One co-branded Credit Card. Such reversal will not include the applicable tax paid on such purchase. Reward Points will not be accrued on fuel transaction.
- 8.8. You shall become liable to pay as soon as a Charge has been incurred by use of the SBM One co-branded Credit Card. If there is a previous outstanding amount, interest would be levied on those amounts as well.
- 8.9. The Charge is computed on an average daily balance method and will be levied from either of the following dates:
- 8.9.1. Where the Charge is in respect of purchase of goods or services, from the date of it being included in the records of Bank and
- 8.9.2. Where the Charge is in respect of cash withdrawal, then from the date of cash withdrawal up to the date of receipt of payment by Bank.
- 8.10 When you get your Statement (as per the billing date mentioned in the OneCard app), you can choose to pay the Total Amount Due (TAD) or the Minimum Amount Due (MAD) as per your statement. The remaining balance can be carried forward to subsequent months.

#### This Minimum Amount Due will be:

- 8.10.1. 5% of the outstanding amount or Rs.100 (whichever is greater); PLUS
- 8.10.2. Previous unpaid minimum amount dues, if any; PLUS
- 8.10.3. Any amount exceeding the credit limit; PLUS
- 8.10.4. Entire amount of any instalments (EMI) due (if/as applicable)

Besides the Total Amount Due or Minimum Amount Due, you can also pay an amount between the Minimum Amount Due and Total Amount Due. Payment should be made before Payment Due Date to avoid Late Payment Charges.

8.11. If the Total Amount Due is less than Rs.100, Minimum Amount Due would be equal to the Total Amount Due, i.e. Rs.100. You can pay the outstanding dues through the App using the following modes:

- 8.11.1. From any UPI Handle
- 8.11.2. Using your Debit Card
- 8.11.3. Via Netbanking
- 8.11.4. Via IMPS or NEFT, to the unique OneCard account number provided in the app

We know you believe in digital payments, so we do not accept repayments via cash or cheque ©

- 8.12. Any payments received from you against the amounts specified in a particular Statement shall be adjusted towards such dues in the following order:
- 8.12.1 Billed cash advance (including interest, fees & taxes)
- 8.12.2 Billed purchases with interest, fees & taxes as applicable
- 8.12.3 Unbilled cash advance (including interest, fees & taxes)
- 8.12.4 Unbilled purchases with interest, fees & taxes as applicable

Within the above, the order of adjustment shall be: Taxes, Fees, Interest, Purchases.

- 8.13. The above order of appropriation stated in Clause 8.12 may be modified by Bank at its discretion. Excess amounts, if any, remaining after such appropriation may be appropriated against the amounts, which are to be specified in the immediate next Statement(s) to be generated, and no interest will be paid on such excess amounts.
- 8.14. A Credit Limit will be assigned to each Cardholder which must not be exceeded at any time. However, if the total outstanding amount exceeds the Total Credit Limit, an additional charge will be levied on the excess amount. The Cardmember can request for a review of the Total Credit Limit on the App. Increase in the Total Credit Limit, if any, will be at the sole discretion of the Bank.
- 8.15. Bank also reserves the right to recommend a credit limit increase to you based on your SBM One co-branded Credit Card usage, inside the OneCard app. This recommendation and its associated Terms and conditions will be made available to you to consider before accepting the recommendation.

Once you read and agree to the Terms related to credit limit increase displayed inside the OneCard app and provide your consent to increase the limit, Bank will enhance the credit limit on your card. Your acceptance of the limit increase recommendation received through electronic means inside the OneCard app where you specifically validate the limit increase and agree to the MITC will be treated as a consent.

Bank will keep the digital records of such consent, and will treat it as proof of consent in case of any dispute arising later on account of limit increase.

- 8.16. The Bank will review your account periodically, and reserves the right to decrease your credit limit based on your transaction patterns, repayment behaviour and other internal criteria. This will be informed to you via the OneCard app and/or via email and SMS.
- 8.17. In case the payment instrument or instruction given by the Cardmember towards payment of SBM One co-branded Credit Card dues is not honoured, or must be returned to you because it cannot be processed, the Bank reserves the right to initiate legal proceedings against you and will levy a fee at its sole discretion and/or temporarily disable / permanently cancel the SBM One co-branded Credit Card. You will also be liable to pay the late payment charges or any other charges as may be decided by the Bank.
- 8.18 Rent payments made using SBM One co-branded Credit Card on third-party apps/merchants will attract a Transaction Fee of 1% over and above the convenience fee charged by these apps/merchants
- 8.19 Rent paid through the SBM One co-branded Credit Card app will incur a Convenience Fee and will not invite any Transaction Fee. The convenience fee charged will be 2% and will be displayed at the time of the transaction. *This feature is getting available in phases to all users.*
- 8.20 Any fund transfers made using SBM One co-branded Credit Card to third-party wallets or bank accounts will attract a fee of 1% on the cumulative monthly transfers of Rs 10,000 and above. [w.e.f. 01 September, 2023]

# 9. Cash Withdrawal

- 9.1. You can use the SBM One co-branded Credit Card to access emergency cash from ATMs. The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as shown in your App.
- 9.2. You shall be required to retain the record of the transaction generated by the ATM.
- 9.3. A transaction fee would be levied on all charges and would be billed to you in the next Statement. All cash withdrawals will also attract a service charge calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by the Bank. This service charge will be debited to the Card Account. The transaction fees and service charges as stated above are non-refundable.
- 9.4. The Cash Limit is a part of the overall Credit Limit assigned to you though unavailable to cardholders for the time being. An intimation will be shared once it is enabled.

## 10. Lost, Stolen or Misused Credit Cards/Lost Phone

- 10.1. Procedure to be followed in case of loss, theft or misuse of the SBM One cobranded Credit Card
- 10.1.1. In case your SBM One co-branded Credit Card is lost, stolen, misplaced, or if the SBM One co-branded Credit Card PIN has been compromised, report this immediately from the App or call on 1800-210-9111 or email us on <a href="mailto:help@getonecard.app">help@getonecard.app</a>. You can also call on 1800 103 3817 or email us on <a href="mailto:customercare@sbmbank.co.in">customercare@sbmbank.co.in</a>. If your SBM One co-branded Credit Card is misplaced, you can freeze the card temporarily from the App.
- 10.1.2. If your SBM One co-branded Credit Card is lost or stolen, you can block the lost or stolen SBM One co-branded Credit Card from the OneCard Mobile Application and a new card will be sent to you. You can also reset the SBM One co-branded Credit Card PIN from the App.
- 10.1.3. In case the mobile phone with the OneCard Mobile Application is lost or stolen, inform immediately by calling on 1800-210-9111 or 1800 103 3817.
- 10.1.4. Please also report the theft of the SBM One co-branded Credit Card or phone to the police by lodging a First Information Report (FIR) and share a copy of that with us when requested.

- 10.1.5. If you change your registered mobile number or e-mail address, please inform us immediately via email to <a href="mailto:customercare@sbmbank.co.in">customercare@sbmbank.co.in</a> or <a href="mailto:help@getonecard.app">help@getonecard.app</a>.
- 10.2. Liability of card holder in case of Clause 10.1 above
- 10.2.1. You will not be liable for any misuse on the SBM One co-branded Credit Card after informing us of the loss, unless you have acted with gross negligence.
- 10.2.2. You will be liable for all losses owing to any misuse that happened with your consent or knowledge or prior to informing us about loss of card / phone.

Never share your SBM One co-branded Credit Card PIN and App PIN with anyone!

## 11. Liability: 📱

- 11.1. The Bank and/ or shall be responsible for direct losses incurred by you due to a system failure or malfunction within our control.
- 11.2. However, our responsibility for the non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to applicable laws for the time being in force.

## 12. Exclusion of Liability

- 12.1. Without prejudice to the remedies available to the Bank and these Terms, Bank shall be under no liability whatsoever to the Cardmember in respect of any loss or damage arising directly or indirectly out of:
- 12.1.1. any defect in any goods or services supplied;
- 12.1.2. the refusal of any person/ Merchant Establishment to honour or accept the SBM One co-branded Credit Card;
- 12.1.3. the malfunction of any computer terminal;
- 12.1.4. the giving of transaction instruction by any person other than by a Cardmember;
- 12.1.5. handing over of your SBM One co-branded Credit Card by you to anybody other than the Bank and/or its representatives;
- 12.1.6. The Bank exercising its right to demand and procure the surrender of the SBM One co-branded Credit Card prior to the expiry date stated on the SBM One co-branded Credit Card;

- 12.1.7. The Bank and/ or exercising its right to terminate any SBM One co-branded Credit Card and the corresponding Card Account; or
- 12.1.8. any injury to your credit character and reputation alleged to have been caused by the repossession of the SBM One co-branded Credit Card and/or, any request for its return or the refusal of any Merchant Establishment to honour or accept the SBM One co-branded Credit Card.
- 12.2 You acknowledge that the facility of receiving alerts on the registered mobile phone number or email provided by you while applying for the SBM One cobranded Credit Card, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by the Bank or otherwise.
- 12.3. The Cardmember accepts that timelines, accuracy and readability of alerts sent by Bank will depend on factors affecting other service providers engaged by Bank or otherwise. Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to you.

## 13. Collections 📞

- 13.1. You agree that if you fail to make the payment when due, Bank shall, without prejudice, exercise all or any of its rights and remedies available to it in these Terms, the MITC and/or applicable laws.
- 13.2. If you do not pay at least the Minimum Amount Due 3 days beyond the Payment Due Date, the SBM One co-branded Credit Card will be reported as delinquent by the Bank to the Credit Information Companies (CICs) authorised by the RBI. Non-payment of Minimum Amount Due may also lead to discontinuation of credit card services.
- 13.3. Once reported to the Credit Information Companies (CICs), there is no withdrawal of the report. However, if dues are settled by you, this information will be provided to the Bank for sharing with Credit Information Companies (CICs) in the subsequent month.
- 13.4. In the event of a default, you will be sent reminders by post, telephone, email, SMS for settlement of any outstanding dues. If no response is received from you via regular channels, third parties may be engaged to remind, follow up and collect dues.
- 13.5. A message may be left with your spouse / parent / other direct adult family member / secretary / accountant / other colleague, as available, at your residence

/ office / phone. Any such <u>third party</u> appointed shall adhere fully to the code of conduct on debt collection.

13.6. In case of accidental death of the Primary Cardholder, the complete outstanding balance (including unbilled transactions) will become immediately due and payable to the Bank. Bank will follow up with the Cardholder's legal heirs, informing them about the outstanding amount and requesting them to clear these dues.

## 14. Charges made in Foreign Countries/Currency \$

- 14.1. When using your SBM One co-branded Credit Card abroad, you agree to use it strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time.
- 14.2. In the event you exceed your entitlements as per the exchange control guidelines of RBI, you shall bring the same to the notice of via email. If the passport is required to be endorsed for any such charges incurred as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on the Cardmember.
- 14.3 In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, the Cardmember shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the credit card facility either at the Bank's instance or by RBI.
- 14.4. The Bank shall be under no liability in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on the Bank becoming aware of you exceeding your entitlements.
- 14.5. If a transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees and shown in your Statement. The conversion will take place on the date the transaction is settled with the Bank, which may not be the same date on which the transaction was done.
- 14.6. If the transaction is not in US Dollars (USD), the conversion will be made through US Dollars, by converting the charged amount into US Dollars and then by converting the US Dollar amount into Indian Rupees (INR), at the rate provided by VISA on the settlement date. On this amount, a forex markup fee will be levied.
- 14.7. A forex markup fee will also be levied in case of an Indian Rupee (INR) transaction done at a merchant or payment gateway that is based out of India.

## 15. Arbitration and Resolution of Disputes $\bigcirc$

- 15.1. Any requisition received from a Merchant Establishment by Bank for payment shall be conclusive proof that the Charges were properly incurred by cardholders, unless the SBM One co-branded Credit Card is lost, stolen or fraudulently misused and the same is reported as provided in Clause 8 above which they would need to prove.
- 15.2. Cardholder's signature on any chargeslips or authentication of the transaction by input of their SBM One co-branded Credit Card PIN, OneCard App PIN, One-Time-Password (OTP) sent on their registered mobile number or the gesture of swiping the transaction confirmation notification i.e. Swipe to Pay shall be conclusive evidence of the liability incurred by them.
- 15.3. In case of any facility availed of through Customer Care or the App by using the SBM One co-branded Credit Card PIN, App PIN or User ID will be conclusive proof that the cardholder has effected the transaction. The Bank shall not be required to ensure that cardholders have received the purchased goods or services.
- 15.4. In the event cardholders disagree with a Charge indicated in the Statement, please let us know within 30 days of receipt of the Statement, failing which it would be assumed that all Charges indicated in the Statement are in order.
- 15.5. All disputes, differences and / or claim or questions arising out of these presents, or in any way touching or concerning the same, or as to constructions, meaning or effect thereof, or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof, of a sole arbitrator to be nominated by the Company, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Company may appoint a new arbitrator to be a sole arbitrator. The arbitrator shall not be required to give any reasons for the award, and the award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in Pune.
- 15.6. Without prejudice to the above, the Company may at its sole discretion issue notice to the cardholder for initiating conciliation proceedings for the settlement of any of the above-mentioned disputes in the cases where the cardholder has defaulted in the payment of the dues for more than 60 days.

# 16. Quality of Goods and Services 🚯 🗓

16.1 The Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed by you from Merchant Establishments,

including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by you.

- 16.2. SBM One co-branded Credit Card is purely a facility to you to purchase goods and/or avail of services, and the Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise.
- 16.3. Any dispute or claim regarding the merchandise or service must be resolved by you directly with the Merchant Establishment. The existence of the claim or dispute shall not relieve you of your obligation to pay all the Charges to the Bank and you agree to pay such charges promptly.

# 17. Credit Transaction 🐧

- 17.1. A debit for a purchase and a subsequent credit for cancellation of goods / services are considered to be two separate transactions. You must pay for the purchase transaction as it appears in the Statement to avoid any additional charges being levied.
- 17.2. On cancellation, the refund will only be credited to the Card Account (less cancellation charges) as and when received by Bank. If the credit is not posted to the Card Account within a period of 30 days, you can notify Bank via email or phone.
- 17.3. Any refund or reversal of a transaction identified basis the network identifiers provided by the merchant will be adjusted as below -
- If the refund / reversal amount received is for the transaction which is of the current billing cycle where bill has not been generated, the refunded / reversed amount will be adjusted against the current outstanding balance.
- If the refund / reversal amount received is for the transaction which has already been billed and not paid by the cardholder, the refunded / reversed amount will be adjusted against the billed total amount due (TAD).
- If the refund / reversal amount received is for the transaction which has been billed and paid by the cardholder, the refunded / reversed amount will be available for transfer to the cardholder's bank account basis the confirmation provided for the transaction in the mentioned time period in the app and subject to no over utilization of the credit limit by the cardholder. If the cardholder does not provide confirmation to transfer the refunded / reversed amount within the mentioned time period in the app, the refund/reversed amount will be adjusted against the outstanding balance.

Any excess credit arising out of refund / failed / reversed transactions will be transferred back to the account added by the Cardholder in the OneCard app beyond a cutoff (1% of credit limit or ₹ 5000 whichever is lower).

## 18. Disclosures 🌲

- 18.1. The Bank will share credit information including but not limited to the current balance, loans / EMI facilities linked to the SBM One co-branded Credit Card (if applicable and/or availed of), balance outstanding on the SBM One co-branded Credit Card / loan, payment history etc. with Credit Information Companies (CICs) authorised by RBI, as per the Credit Information Companies (Regulation) Act, 2005.
- 18.2. Banks have all responsibility for adherence to all regulatory rules, directions, and guidelines including guidelines on outsourcing of financial services by banks or NBFCs issued by the RBI. The company does not provide any services in contravention of the guideline on outsourcing of financial services by banks or NBFCs issued by the RBI.
- 18.3. Bank will provide particulars of the Card Account to the statutory authorities and the Bank, as needed.
- 18.4. Transaction alerts received may not be assumed as a confirmation of transaction completion.
- 18.5. If you do not wish to receive any marketing calls from Bank for other products, you can register your request by sending us an email on <a href="mailto:customercare@sbmbank.co.in">customercare@sbmbank.co.in</a> or <a href="mailto:help@getonecard.app">help@getonecard.app</a> as well as opt-out from promotional/marketing emails via the Unsubscribe link which will be provided in such emails.
- 18.6. You will continue to receive communications about transactions and core features of SBM One co-branded Credit Card.

# 19. Settlement of Disputes 🌉

All disputes are subject to the exclusive jurisdiction of the competent courts in Pune, India, and shall be governed by the laws of India. Any arbitration proceeding hereunder shall be conducted on a confidential basis. Each Party shall cooperate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced.

# 20. Reward Points 👚

By using your SBM One co-branded Credit Card, you are automatically enrolled in the SBM One co-branded Credit Card Rewards Programme. When you transact with your SBM One co-branded Credit Card, reward points are credited to your SBM One co-branded Credit Card account depending on the transaction value and the purchase category. These reward points can be accumulated and further used to repay other purchases or redeemed for exciting offers shown in the OneCard App from time to time.

#### I. Earn Reward Points

- a) Reward points will be credited only on regular purchases across any category.
- b) Reward points will not accrue for money transfers, rent payments, fuel purchases (effective 16-Dec-2023), cash withdrawals and digital wallet loading or top-up transactions. Sometimes, when you purchase a service/product on a digital wallet app which also offers in-app purchases, you may not get reward points, as it involves actual wallet load, which is then used to make payment to the merchant.
- c) Currently, you will get 1 Reward Point on every purchase of Rs. 50.
- d) For purchase amounts below Rs. 50, fractional points will be credited. For example, if you spend Rs. 25 on a recharge, 0.5 reward points will be credited.
- e) Bonus Rewards: Valid and confirmed purchases across the Top 2 categories in a month are eligible for "5X" rewards, which means you would receive 5 times the reward points on those categories for that month.
- To qualify, you must make purchases across at least 3 categories in a month. From these, the top 2 categories would be eligible for 5X rewards. With effect from January 6<sup>th</sup>, 2025, you will need to make a minimum spend of Rs. 750 in each of the 3 categories to qualify.
- Points accruing due to 5X rewards will be credited to your points balance on the 10th day of the subsequent month. For example, if your purchases in July are eligible, 5X points will be credited to your points balance on August 10.

#### **II. Redeem Reward Points:**

- a) No fee is levied if you wish to redeem reward points.
- b) Rewards points can be redeemed including in the following ways:
- Pay with points: which lets you pay for previous transactions
- Redeem points for other offers/benefits as applicable from time to time
- c) The "Pay With Points" functionality will be available against transactions that are less than two months old. For example, if you make a purchase on July 15, you can repay it with points till September 14 only (subject to available points balance).

- d) On redemption, the rewards points so redeemed will be automatically subtracted from the accumulated reward points in your SBM One co-branded Credit Card account.
- e) To pay with points, simply swipe right on a transaction. In case available points are inadequate, a message will be shown to indicate how many points are needed.

#### III. Other Terms:

- a) Reward points which have been credited or debited to or from your SBM One co-branded Credit Card account shall be reflected on the OneCard app. You can also view the reward points accumulated by you on the OneCard app.
- b) Bank reserves the right to wholly or partly modify the SBM One co-branded Credit Card Rewards Programme. Bank also reserves the right to change the reward point conversion rate, withdraw reward points awarded or to vary any of the terms and conditions herein in its absolute discretion without prior notice to the cardholder.
- c) In case this SBM One co-branded Credit Card Rewards Programme comes in conflict with any rule, regulation or order or any statutory authority, then Bank has the absolute authority and right to modify or cancel this rewards programme to give effect to said requirements.
- d) Reward points do not expire and have lifetime validity, except in circumstances detailed below:
- If the SBM One co-branded Credit Card is not used for more than 365 days, the accrued reward points will be nullified.
- Bank reserves the right to cancel or suspend the accrued reward points if the SBM One co-branded Credit Card account is in arrears, suspension or default or if the SBM One co-branded Credit Card account is or is reasonably suspected to be operated fraudulently.
- In case of cardmember's death, the reward points earned but not redeemed at that time will be forfeited.
- If a transaction is reversed by way of a refund/chargeback/reimbursement, the transaction amount shall be credited back to your SBM One co-branded Credit Card account. In such instances, the reward points accrued on those transactions will be reduced from the overall points balance.
- In case a cardmember cancels vouchers that were availed of by redeeming reward points, points can be reinstated at Bank discretion at the same rate at which they were redeemed.

- On closure/termination of SBM One co-branded Credit Card membership, any reward points pending to be claimed in the cardmember's account will be forfeited. e) Bank will not be held responsible if any supplier of products / services offered to you withdraws, cancels, alters or amends those products / services.
- f) Bank makes no warranties for the quality of products / services provided by the merchant establishments participating in the SBM One co-branded Credit Card Rewards Programme.
- g) You may note that every purchase is assigned a different "Category" depending upon the Merchant Category Code ("MCC") defined by Card Network i.e. Visa,/MasterCard/ Rupay. For example, Food & Dining, Shopping, Travel, Entertainment, Groceries, Bills & Utilities, Fuel, and so on.
- h) Bank has the right to redeem your reward points against your overdue bill. This shall be applicable to all overdue cardholders.

With effect from January 6<sup>th</sup>, 2025, the below clauses [21 (III) (i) to 21 (III) (l)] shall be applicable to your SBM One Co-branded Credit Card:

- i) Reward points can be earned in categories such as Education, Bills & Utilities, and Insurance, as defined by the Merchant Category Codes (MCCs) from our network partner or categorized by the Bank. For these categories, if eligible for 5X rewards, incremental rewards will only be offered subject to the total rewards under these categories not exceeding 25,000 points.
- j) To ensure compliance with applicable law, Terms and Conditions, and the Bank's policies, the Bank reserves the right to conduct periodic checks on your Credit Card usage. These checks may identify excessive utilization beyond the approved credit limit within a single statement cycle, unusual spending at select merchants, payments towards other Credit Cards or loans, transfers to savings accounts, potential collusion with merchants, or usage for non-personal/business purposes. Additionally, misuse of features, offers, or programs to accumulate undue rewards or cash back may also be investigated.

In such cases, the Bank may, at its discretion, cancel the affected Credit Card and any additional cards, and may also withhold or cancel any earned cashback or rewards without prior notice to the Cardmember.

The Bank reserves the right to reclassify merchant categories based on their transaction behavior and the specific use cases associated with those merchants. This recategorization may also affect any applicable fees or cumulative threshold levels related to transactions within those categories.

- k) In case the used rewards points are to be recovered as part of cancellation or merchant EMI conversion or revocation as mentioned above, the equivalent rupee value of used reward points will be added to the customer's next statement/ as decided by the Bank and the Cardmember will be required to pay the same.
- I) Requests for card closure will be subject to the customer paying the amount equivalent to the negative reward points.

## 21. Referral Programme 🚍 🚍

These referral programme terms and conditions shall apply to the customer who uses the SBM One co-branded Credit Card ("Cardholder"/"You") and the person who agrees to be referred to the SBM One co-branded Credit Card ("Referred User"). Participation in this referral programme is entirely voluntary and it is understood that participation by the Cardholder, shall be deemed to have been made on a voluntary basis.

This programme will be applicable for all SBM One co-branded Credit Card activated via referral links on and after November 10, 2020.

- 21.1. You will receive Two Thousand Five Hundred (2,500) bonus reward points for every new user who joins SBM One co-branded Credit Card through your referral link.
- 21.2 The Referred User will have to download the OneCard app using the link provided by you and activate their virtual SBM One co-branded Credit Card. You will receive bonus points only for Referred Users who successfully activate the SBM One co-branded Credit Card.
- 21.3. If a Referred User does not join SBM One co-branded Credit Card through your referral link, then you will lose out on the bonus points.
- 21.4. Points earned for referring users will not be eligible for the monthly 5X rewards boost.
- 21.5. If a Referred User is already a OneScore App user and has applied for SBM One co-branded Credit Card, then such a Referred User will not be considered for bonus reward points.
- 21.6. If more than one Cardholder provides the same reference, the Referred User shall receive a referral link from both the Cardholders and the Referred User can

choose to apply using any referral link and the corresponding Cardholder shall receive the reward points.

- 21.7. The referral link shall be valid only for 30 days. In case a Referred User joins after 30 days, then the Cardholder will not receive points for the same.
- 21.8. Along with the referral rewards value and applicable limits, the decision of issuing SBM One co-branded Credit Card to the Referred User will be at the sole discretion of Bank.
- 21.9. **IMPORTANT** Sharing of personal information between the Cardholder and the Referred User:

As part of this referral programme and the Cardholder being able to receive reward points for successful referrals using a referral link, the Referred User acknowledges, understands and agrees that when the Referred User accepts the invitation via the referral link and successfully activates the virtual SBM One co-branded Credit Card, the Cardholder will know that the Referred User has received the SBM One co-branded Credit Card. If the Referred User desires to avoid disclosing this personal information, then the Referred User may choose to apply independently and not via the referral link sent by the Cardholder.

Likewise, by sending a referral link, the Cardholder, acknowledges, understands and agrees that the Referred User will know that the Cardholder stands a chance to get rewarded by way of bonus points. If the Cardholder does not desire to disclose this information, the Cardholder should not send a referral link. All communications related to the SBM One co-branded Credit Card approval or rejection will be communicated to the Referred User only and not to the Cardholder. Only a successful referral will trigger a communication to the Cardholder along with the reward redemption details.

- 21.10. Bank reserves the right to disqualify the Cardholder from the benefits of this programme, if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under this programme or otherwise by use of the SBM One co-branded Credit Card.
- 21.11. You can earn bonus reward points for a maximum of 10 referrals in any calendar month, and a maximum of 100 referrals in a calendar year.
- 21.12. Bank has the sole discretion to change, suspend or modify, from time to time, the referral programme and the terms and conditions herein in accordance with applicable laws.

## **22.** Partially Secured Credit Card $\bigcirc$

- 22.1. The Partially Secured Credit Card ("Partially Secured SBM One co-branded Credit Card") is a credit card issued by Bank against a fixed deposit created and maintained by Cardholder (or "You") with the Bank.
- 22.2. These Terms apply to and regulate the Partially Secured SBM One co-branded Credit Card issued by the Bank and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of the Bank and Terms and Conditions governing Bank's Fixed Deposit (the "Primary Terms and Conditions") as available on the Bank's website (www.sbmbank.co.in). To the extent of any inconsistency between these Terms and Primary Terms and Conditions, these Terms shall prevail.
- 22.3. In order to be eligible for availing the Partially Secured SBM One co-branded Credit Card, you shall be required to create and maintain a fixed deposit of minimum Rupees Five Thousand only (Rs.5,000/-) or as decided by Bank through the OneCard Mobile Application ("OneCard App"). Do note that the fixed deposit can be created with the Bank using the OneCard app only if a person is applying for SBM One co-branded Credit Card. Only one SBM One co-branded Credit Card shall be issued at any given point to an applicant.
- 22.4. The credit limit on the Partially Secured SBM One co-branded Credit Card shall be up till Two Hundred and Fifty percent (250%) of the fixed deposit amount, subject to minimum credit limit of Rupees Five Thousand only (Rs. 5,000/-) or as decided by Bank and maximum credit limit of Rupees Two Lakh and Fifty Thousand only (Rs. 2,50,000). The said credit limit may be subject to change at the sole discretion of the Bank from time to time and shall be communicated to you through such mode and manner as deemed fit by the Bank.
- 22.5 You shall be required to create the fixed deposit in the manner specified and upon execution of the relevant documents as specified by the Bank from time to time. The fixed deposits so created with the Bank shall be for a maximum period of twelve (12) months and shall be on auto renewal mode and any fixed deposit created after 14th June 2023 will be for a maximum period of 390 days and shall be on auto renewal mode. By applying for the SBM One co-branded Credit Card and agreeing to the Terms contained herein, you hereby give your consent for the fixed deposit to be auto-renewed at the end of every twelve (12) month period or at the end of 390 days for fixed deposits created after 14th June 2023. In the event of cancellation of the Partially Secured SBM One co-branded Credit Card by you/Bank, the fixed deposit linked to the Partially Secured SBM One co-branded Credit Card shall be liquidated.

- 22.6. Upon issuance of the Partially Secured SBM One co-branded Credit Card, in addition to the Bank's right of general lien and set-off, the Bank shall mark a lien on the entire/part-of fixed deposit amount deposited by you, including interest earned by you, until the termination of the Partially Secured SBM One co-branded Credit Card after paying off the outstanding dues or maturity of the fixed deposit, as the case may be. In the event that you have existing fixed deposit with the Bank, the same will not be linked with the fixed deposit used with your Partially Secured SBM One co-branded Credit Card account. The Partially Secured SBM One co-branded Credit Card shall be activated and be available for use by you only once lien has been marked on the fixed deposit created by you.
- 22.7. In case of the Partially Secured SBM One co-branded Credit Card, the whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Partially Secured SBM One co-branded Credit Card by you will be secured by way of pledge/hypothecation/lien of such securities/fixed or term deposits/such other assets as approved by Bank and standing solely in your name, in the form and manner as prescribed by Bank. You shall execute all such documents in the form and manner satisfactory to the Bank for the creation of security. Costs involved in creation of security and completion of all other formalities, including but not limited to stamp duty, etc. shall be borne by you.
- 22.8. The prevailing rate of interest applicable at the time of auto-renewal of the fixed deposit shall be applicable on the linked fixed deposit amount unless you have specifically provided instructions to not auto-renew the fixed deposit which shall mean discontinuance of the Partially Secured SBM One co-branded Credit Card.
- 22.9 In case the fixed deposit is liquidated prior to the completion of any twelve (12) month period or 390 days period for fixed deposits created after 14th June 2023, tenure-based penalty shall be charged at one (1) percent of interest accrued on the fixed deposit from the date of creation of fixed deposit till date of liquidation of fixed deposit.
- 22.10. Once the Partially Secured SBM One co-branded Credit Card is issued, you shall not have the right to make any part withdrawals from the fixed deposit linked to the Partially Secured SBM One co-branded Credit Card. The tenure of the fixed deposit opened for availing the SBM One co-branded Credit Card shall continue on an auto renewal mode unless terminated and cancelled. The issuance of Partially Secured SBM One co-branded Credit Card is subject to successful creation of the fixed deposit.

- 22.11. The fixed deposits which are in the name of a single individual shall be eligible for Partially Secured SBM One co-branded Credit Card and the fixed deposit has to be opened through the OneCard App. Nomination facilities shall be available for the fixed deposit facility.
- 22.12. In the event of termination/withdrawal/cancellation of the fixed deposit of the Partially Secured SBM One co-branded Credit Card or if you fail to pay the amount outstanding on the Partially Secured SBM One co-branded Credit Card within sixty (60) days from the due date as mentioned in the Card Statement, or in case of termination of the fixed deposit upon your demise, the Bank shall be entitled forthwith to liquidate the entire fixed deposit amount including the interest accrued and set-off such amount against the outstanding amount payable to Bank under the Partially Secured SBM One co-branded Credit Card. Any balance remaining after the above referred deduction shall be refunded to you and pending outstanding will have to be paid immediately. In case of your unfortunate demise, the Partially Secured SBM One co-branded Credit Card shall stand terminated. Further, in case of non-payment of dues, the Bank shall report the Partially Secured SBM One co-branded Credit Card held by you as delinquent to the Credit Information Companies (CICs), authorized by the RBI and such reporting shall affect your credit score adversely.
- 22.13. In accordance with the terms and conditions governing the Fixed Deposits, for Cardholders with fixed deposit opened through One-Time Password (OTP) based e-KYC (electronic-Know Your Customer) verification, non-completion of approved KYC verification or customer due-diligence, within 1 (one) year of availing opening the fixed deposit, for any reason whatsoever, shall result in closure of the relevant fixed deposit account. It is to be noted that in the above event, the Partially Secured SBM One co-branded Credit Card availed by you against the fixed deposit shall also be closed, and the lien marked against such fixed deposit shall be removed. However, notwithstanding anything contained herein or any other document, in such case, the Bank shall have the right to liquidate the entire fixed deposit amount, including the interest accrued, and set-off such amount against the outstanding amount payable to Bank with respect to the Partially Secured SBM One co-branded Credit Card. Any balance remaining after the above the due adjustment shall be refunded to you.
- 22.14 Cardholders have an option to top-up the fixed deposit within the OneCard App at the sole discretion of the Bank. Fixed deposit top-up can be done 9 times by the Cardholders within the OneCard App.
- 22.15 Cardholders with a cumulative fixed deposit amount above Rs. 50,000 or as decided from time to time will be issued a metal card.

- 22.16 During the upgrade to a metal card and its subsequent dispatch, your Partially Secured SBM One co-branded Credit Card will be blocked, but a new virtual card would be available within the App for your use.
- 22.17 Cardholder may make any incremental top up to fixed deposit, however, this will be at Bank discretion and will be subject to any applicable law.
- 22.18 Bank shall report the Partially Secured SBM One co-branded Credit Card to CICs as Unsecured credit card.

#### 23. Terms and Conditions 🛠

- 23.1. A soft copy of these Terms, the MITC, relevant credit card guidelines and FAQs are all available on <a href="www.getonecard.app">www.getonecard.app</a> & www.sbmbank.co.in. The Bank and/ or shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the SBM One co-branded Credit Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time.
- 23.2. You will be liable for all charges incurred and all other obligations under these revised Terms until all the amounts under the SBM One co-branded Credit Card are repaid in full. Bank may communicate the amended Terms by hosting the same on & www.sbmbank.co.in or <a href="www.getonecard.app">www.getonecard.app</a> or in any other manner as decided by Bank.
- 23.3. You shall be responsible for regularly reviewing these Terms including amendments thereto as may be posted on the website and shall be deemed to have accepted as the amended Terms by continuing to use the SBM One cobranded Credit Card.
- 23.4. Any change in the Terms shall be communicated to you, in the above manner, one month prior to the date of their implementation. After the notice period of 30 days, the cardholder would be deemed to have accepted the terms if he/she had not withdrawn during the specified period. The change in terms shall be notified to the cardholder through all the communication channels available."
- 23.5 I hereby authorize the Bank to fetch/retrieve my KYC records online from the Central KYC registry (CKYCR) for the purpose of opening of accounts, facilities, services and relationship of/through the Bank, existing and future. I also authorize the Bank to obtain additional identification documents or details and carry out additional check in case,

- 23.5.1 There is a change in the information of the customer as existing in the records of CKYCR.
- 23.5.2 The current address of the customer is required to be verified.
- 23.5.3 The Bank considers it necessary to verify the identity or address of the customer, or to perform enhanced due diligence or to build an appropriate risk profile of the client.

I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

## 24. Waiver/Acquiescence

No delay in exercising, or omission to exercise any right, power or remedy accruing to the Bank upon any default under this Agreement, or any other agreement or document shall impair any such right, privilege, power or remedy nor shall it be construed to be a waiver/forbearance thereof or any acquiescence in such default; nor shall, the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default.

#### 25. Appointment of third party/service provider

25A.1. The Bank at its sole discretion may appoint third parties/service providers for providing service over the phone or through any other means. The Bank may also appoint third party/service providers for conducting certain activities such as but not limited to reference checking, verification through credit bureau, credit verification, recovery of any outstanding on the Credit Card or initiate any action allowed by law for recovery of all dues owing to the Bank. All payments made to such third parties/ service provider for collection will be at your cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues/amounts

25A.2. You shall be liable for all costs associated with the collection of dues and legal expenses with interest, should it become necessary to refer the matter to any agent or where legal resource for enforcement of payment has been taken.