

## Terms & Conditions: EnKash SBM Credit Card

This **CARD - USER TERMS AND CONDITIONS (“T&C”)** between the Enkash (as defined below), and Cardholder (as defined below):

### 1. DEFINITIONS AND INTERPRETATION

1. Capitalized terms used in this T&C, unless the context otherwise requires, shall have the following meanings:

**“Applicable Law(s)”** shall mean all applicable central, state and local laws, statute, regulations, orders or directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the force of law, including but not limited to Payment and Settlement Systems Act, 2007, Payment and Settlement Systems Regulations, 2008, Policy Guidelines on Issuance and operation of Prepaid Payment Instruments in India, guidelines on issuance of debit cards and co-branded prepaid cards by the banks and any other guidelines in relation to prepaid payment instruments issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued there under including any successor Applicable Law.

**“Merchant(s)”** shall mean seller(s), retailers or e-commerce marketplace, including but not limited to brick and mortar or electronic merchants or such other business entities who accept the Cards as payment options for collecting payments from the Customer.

**“ATM”** shall mean any Automated Teller Machine in India, whether of Card Issuer Bank or of a specified Network Association, at which, amongst others, the User can use his Cards with permitted access.

**“Card Issuer Bank/Lender”** shall mean SBM BANK (INDIA) LIMITED in whose partnership the Card is/are being issued by the Enkash.

**“Enkash”** shall mean Nehat Tech Solutions Private Limited in partnership with the Card Issuer Bank being the issuance of EnKash Card including all card variants

**“Card Account”** shall mean the card account of the User maintained with the Card Issuer Bank.

**“Cardholder Entity / Cardholder /User”** shall mean the person or the entity to whom the Card is issued by the Issuing Bank and shall include any person authorised to use the Card by the actual owner of the Card.

**“Enkash Site”** shall mean the website at [[www.enkash.com](http://www.enkash.com)], made available by Enkash.

**“Merchant Establishment”** means commercial establishments of any nature, wherever located, which honour the Cards for transactions done with them.

**“Network Association”** shall mean MasterCard / Visa / RuPay Card networks, or any other networks like NFS or any other bank's private network called by any name.

**“Personal Identification Number” “PIN”** shall mean a set of confidential number/s given to the User by the Card Issuer Bank / Enkash, at the time the Cards are issued or at such later time as selected by the User or from time to time, which is used to identify the User at an ATM or a terminal for putting through Transactions using the Cards.

**“PoS”** shall mean a point of sale electronic terminal at Merchant Establishments in India capable of processing transactions and at which, amongst others, the Customer can use his Cards (where the same is a card) to access his funds using his Cards / to make purchases.

**“Cards”** shall mean credit card and secured cards issued by Card Issuer Bank, through Enkash, in accordance with the T&Cs and the Applicable Law.

**“Cards Services”** shall mean the services relating to the Cards offered to the Users under the relevant guidelines of RBI.

**“T&C”** shall mean these terms and conditions as set out herein.

**“Transaction”** shall mean an online or an offline purchase of goods and services from Merchants or payments for purchase of goods and services or for any other specified purpose to a Merchant or to any other customer, or transfer of funds to any bank account, by the use of Cards or through any other modes as determined by the Card Issuer Bank from time to time .

## **2. ELIGIBILITY AND REGISTRATION INCLUDING KYC PROCEDURE**

1. The Card is being issued by Card Issuer Bank, through Enkash, who shall act as a partner of the Card Issuer Bank and shall be responsible for the marketing, distribution and tracking (including customer service) of the Card and shall also be responsible for customer service.
2. By accepting the terms and conditions as set out in this T&C or by otherwise using the Card Services or the Enkash Site, the Cardholder Entity / represents that it has not been previously suspended / debarred from the use of such similar Card Services. Cardholder Entity / Cardholder represents and warrant that Cardholder has the right, authority and capacity to enter into 'terms and conditions' as set out in this T&C and to abide by all of the terms and conditions contained herein. Cardholder Entity / Cardholder shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.
3. Cardholder/Cardholder Entity hereby agree that it shall not misrepresent its identity, age, other demographic information, parental, residence, ownership, nature of business information or other such information required to enforce any laws and regulations of India, intentionally or accidentally, and wrongfully use Card. Cardholder Entity / Cardholder shall be liable for all misrepresentations and / or wrongful usage of service in violation of the terms and conditions as set out in this T&C and / or the Applicable Laws and guidelines issued by the competent authorities of India.
4. Enkash as well the Card Issuer Bank reserve the right to deny, suspend and terminate Card Services to Cardholder Entity / Cardholder, with or without prior

notice in any form, if it suspects, has reason to believe or upon request or instruction from a competent authority has been informed, that Cardholder Entity / Cardholder has violated any of the terms, rules, laws, regulations and guidelines.

5. In order to register, create and use a Card, Enkash / Card Issuer Bank may require that Cardholder Entity / Cardholder to provide certain personal information, including but not limited to your name, address, mobile phone number, e-mail address, date of birth, preferred language of communication, etc. to Card Issuer Bank and Enkash. Cardholder Entity / Cardholder agree that the personal information of the Cardholder Entity/ Cardholder provided to Enkash / Card Issuer Bank upon registration and at all other times will be true, accurate, correct and complete. Cardholder Entity / Cardholder agree to maintain and update this personal information to keep the personal information true, accurate and complete.
6. Cardholder Entity / Cardholder hereby authorizes Enkash and Card Issuer Bank, directly or through third parties, to make any inquiries that Enkash / Card Issuer Bank may consider necessary to validate Cardholder Entity / Cardholder identity and / or authenticate Cardholder Entity / Cardholder identity. This may include asking Cardholder Entity / Cardholder for further information and / or documentation about Cardholder Entity / Cardholder account usage or identity, or requiring Cardholder Entity / Cardholder to confirm identification by furnishing KYC (know your customer) documentation, ownership of Cardholder Entity / Cardholder email address, telephone number or financial instruments, among others. This process is for internal verification purposes. Cardholder Entity / Cardholder agree and acknowledge that Enkash shall assist the Card Issuer Bank with the KYC process, to the extent of collection of KYC related documents. The collection, verification, audit and maintenance of correct and updated customer information is a continuous process and Card Issuer Bank and the Enkash reserve the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements.
7. Before the issuance of the Card, the Card Issuer Bank shall undertake a KYC process:
  1. Card Issuer Bank shall follow the Know Your Customer (KYC) / Anti-Money Laundering (AML) / Combating Financing of Terrorism (CFT) procedures, as is applicable to banks under the RBI guidelines.
  2. Card Issuer Bank / Enkash reserves the right to discontinue the Cards / Cards Services / reject applications for Cards Services at any time if there are discrepancies in information and / or documentation provided by Cardholder Entity / Cardholder or if the information / documentation provided by Cardholder Entity / Cardholder is found to be incorrect or wrong. In addition, in such an event, Card Issuer Bank reserves the right to forfeit the balance therein.
8. Secured Card

1. If a Cardholder does not meet the qualifying criteria as set by the Card Issuer Bank/ EnKash for availing a credit card, then the Cardholder will be issued a Secured Card.
2. The Secured Card issued to the Cardholder will be issued by the Card Issuer Bank , through EnKash under any of the following two instances:
  1. Upon registration of the Cardholder with EnKash, a Secured Card will be issued to the Cardholder with zero limit. Subsequently a credit limit will only be assigned to the Cardholder if it clears the qualifying criteria as set by the Card Issuer Bank/ Enkash for availing a credit card. If the Cardholder fails the qualifying criteria then the Secured Card with zero limit will remain active; or.
  2. Upon registration of the Cardholder with Enkash, a Secured Card with zero limit will only be issued after the Cardholder fails to clear the qualifying criteria as set by the Card Issuer Bank/ Enkash for availing a credit card.
3. Issuance of Secured Card shall be at the discretion of the Card Issuer Bank/ Enkash.
4. All the monies in the Secured Card shall be deposited by the Cardholder in its virtual account maintained with the Card Issuer Bank.
5. The Cardholder will be evaluated, over a period of 3 (three) months by the Card Issuer Bank , as per a set policy issued by Card Issuer Bank which includes inter alia their credit worthiness, ability to meet their payments, monthly expenditure and any other criteria as decided by the Card Issuer Bank .
6. If the relevant Cardholder qualifies the set criteria, which shall be at the sole discretion of the Card Issuer Bank , then the Cardholder shall make an application ("**Credit Limit Application**"), in the manner set by Card Issuer Bank/ EnKash, for issuance of a credit limit.
7. The Enkash/Card Issuer Bank may ask for any additional documents required to process the Credit Limit Application. If the Cardholder qualifies for a credit limit the same would then be added to the existing Secured Card
8. The Cardholder shall have the option to block the Secured Card issued by Card Issuer Bank / Enkash under this clause by contacting the customer service of Enkash.

### 3. PURCHASE AND USE OF CARDS

1. The Cardholder can use the Card to pay for charges incurred for transactions conducted by the Cardholder at the Merchant Establishments and the Merchant accepting MasterCard/Visa Credit Cards and RuPay, as the case may be, subject however, that Card Issuer Bank / Enkash reserve the right at any time to refuse without any notice to permit the use of the Card at any Merchant Partner for any reason whatsoever. The Card Issuer Bank / Enkash reserves the right to block/reissue Card to avoid instances of card misuse due to use at risky/fraud sensitive geographies or merchant locations. The Card Issuer Bank / Enkash

also reserves the right to decline certain transactions without blocking the card based on Card Issuer Bank's internal risk based transaction monitoring criterion. Such action may be without Cardholders' specific consent on the same to ensure quick and timely action by the Card Issuer Bank. The intent here is to avoid potential fraud risk on the Card and is done as a precautionary measure for the mutual protection against any kind of fraud against the Card Issuer Bank and/or the Cardholder.

2. Card may be used only within the Credit Limits notified by the Card Issuer Bank / Enkash or within the Credit Limits fixed by the Card Issuer Bank / Enkash time to time.
3. The Cardholder hereby agrees and acknowledges that the Card should be used only for lawful, bonafide personal purposes and its use is neither permitted for any money laundering, anti-social or speculative activities. If the Card is noted to be used for prohibited, restricted purposes, the Card Issuer Bank / Enkash may, at its sole discretion, exercise its right to block/cancel the concerned Card and additional/add-on cards thereof without any notice. The Cardholder specifically acknowledges and understands that the Cardholder shall not misuse in any manner whatsoever or use/allow the usage of the Card for dispensation of cash at any merchant establishments not authorized by the Card Issuer Bank/ EnKash or by/through any other unauthorized person, or in any way whatsoever. It may be noted that Card Issuer Bank / Enkash has the right to enquire over the phone or through formal communication, seek details, proofs, etc., about card transactions/pattern of usage, etc., and the Cardholder is contractually bound to provide the information sought from time to time by the Card Issuer Bank / Enkash. Lack of cooperation and / or non-satisfactory responses from the Cardholder would lead to blocking/closure of the Card.
4. It is clarified that charges incurred in case of some Merchant Partners, may include a charge for the availment of the purchase or other facility. Such charges therein may be included in the statements generated and are payable by the Cardholder. The Cardholder may be required to sign the charge-slip and/or enter a PIN during the transaction. The Cardholder must collect the charge-slip after the transaction.
5. Without prejudice to anything contained hereinafter in the T&C, the Cardholder acknowledges and understands the relevant guidelines issued by the RBI.
6. It is clarified that if the Cardholder opts for payment instruction /standing instruction/ automatic bill-pay facility, the Card will be auto-billed for the monthly dues or charges as and when they are requested by the biller for debit and the amount of such bill shall be deducted from the . Such payment instructions are set basis customer's specific request or biller payment policy /mandate as sign up criteria and such payments will be executed from the Card if the card is open and in good standing. However, if the Card has been blocked (e.g. reported lost/stolen) without a replacement card issuance, then in such instances, the payment instruction may lapse, without any responsibility to the Card Issuer Bank / Enkash, due to non-availability of an open card to debit/ charge per the instruction.

#### 4. CASH WITHDRAWALS AND TRANSFERS

1. The Cardholder can use the Card to access cash from Automated Teller Machines (“ATMs”) located at branches of the Card Issuer Bank and from other locations as decided periodically subject to the additional terms applicable to usage of ATMs.
2. The minimum and maximum amount that can be accessed in a single withdrawal on the Card at ATMs will be specified or fixed by Card Issuer Bank / Enkash periodically. Such threshold at non- Card Issuer Bank ATMs would be as per other bank’s policies and discretion. The total amount that can be withdrawn in cash at any point in time would be governed by available cash limits. The Cardholder may choose to retain the transaction confirmation slip generated by the ATM with him. The Cash advance fee as communicated via the Schedule of Charges published in the MITC and the Card Issuer Bank/ Enkash website and as amended from time to time at the sole discretion of Card Issuer Bank / Enkash, would be levied and would be billed to the Cardholder.
3. The Card member has the facility of accessing cash through the use of the Card in the ATMs that accept the Card. To enable such use, an ATM-Personal Identification Number (“A-PIN”) will be issued to the Cardholder and for the convenience of the Cardholder, the A-PIN will, at the risk of the Cardholder, be encoded on the Card prior to its delivery to the Cardholder. The Cardholder shall be solely responsible to keep the A-PIN secure and confidential and shall not use the A-PIN after the disclosure of the same to any third party and immediately contact the Card Issuer Bank / Enkash for further action.
4. The Cardholder acknowledges that the facility of cash withdrawal is made available by Card Issuer Bank on a best effort basis and will not hold the Card Issuer Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Cardholder to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.
5. Any withdrawal found to be suspicious will be held back and reversed into the Card Account. The Cards will also be suspended for operations and no Transactions will be possible pending an investigation. A notification will be given to Cardholder Entity / Cardholder at the discretion of Card Issuer Bank/ Enkash, if Cardholder Entity / Cardholder are the subject of an investigation. If Cardholder Entity / Cardholder are able to provide a justification for the withdrawal to the satisfaction of Card Issuer Bank / Enkash, as the case may be, Cardholder Entity / Cardholder Cards will be removed from suspension and Cardholder Entity / Cardholder would be free to transact using Cardholder Entity / Cardholder Cards.
6. In case no information is provided by Cardholder Entity / Cardholder for a suspended Card, the Card will continue to be suspended till its validity and the amount will be forfeited as required by Card Issuer Bank/ Enkash.
7. No cash withdrawal is permitted on Cards purchased without providing full KYC information to the satisfaction of the Card Issuer Bank/ Enkash. Where permitted, Card Issuer Bank/ Enkash reserves the right to enable or disable

various withdrawal modes like ATMs, cash withdrawal at PoS at its own discretion. Card Issuer Bank/ Enkash reserves the rights to set various limits like per transaction, daily, weekly and monthly transaction value, volume and frequency.

8. Card Issuer Bank/ Enkash, at its discretion, may offer card to card, wallet to wallet, person to person, person to merchant, person to bank transfers and any other transfers as and when permitted by RBI/ any other regulatory authorities, from the Cards. Such transfers are governed by Domestic Money Transfer (“DMT”) guidelines issued by Reserve Bank of India. Card Issuer Bank/ Enkash reserves rights to set different limits for such transactions from time to time, such that those limits are at least as restrictive as the limits specified under DMT guidelines.
9. Card Issuer Bank may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, Card Issuer Bank/ Enkash can neither guarantee any time taken to credit the destination bank account nor can it assure success of the transfer. Card Issuer Bank/ Enkash shall debit the transferring user’s account immediately upon initiation of transfer and shall credit these funds back if Card Issuer Bank/ Enkash is certain that the funds haven’t been received by the destination account and shall never be received. The User transferring the funds is solely liable for providing accurate information of the recipient of the funds. Card Issuer Bank/ Enkash shall not be responsible for any errors in the account identifiers or other codes specified to identify the transferee’s account. User shall acknowledge that Card Issuer Bank/ Enkash has no information to verify the intended recipient of the transfer and shall be indemnified by the transferor of any legal or financial liability arising out of such transfer, whatsoever
10. Card Issuer Bank/ Enkash reserves the right to delay withdrawals while screening for risk, or request Cardholder Entity / Cardholder to provide additional information to verify Cardholder Entity / Cardholder identity and may limit the amount Cardholder Entity / Cardholder can withdraw until the information is verified.

## 5. BILLING

1. All Cardholders will be billed twice a month (“**Billing Cycle**”) for all charges incurred by the use of Card. Card Issuer Bank / Enkash shall endeavour that no delay is caused in dispatching the Statement to the Cardholder. The Cardholder shall make due payment within a period of 15 (fifteen) days from the generation of the Statement by Card Issuer Bank/ Enkash. However, there may be no Statement generated for the period in which there has been no outstanding due and no transaction on the Card Account in the preceding Billing Cycle.
2. Card Issuer Bank / Enkash shall endeavour to provide Statement online with suitable security to ensure that the Statement can be accessed only by the Cardholder. In the event of non-receipt of the Statement, for any reason whatsoever, there being no delay on part of Card Issuer Bank/ Enkash in dispatching them, the Cardholder shall pay Card Issuer Bank / Enkash the sum total of all dues calculated by using copies of the charge slips in his possession by

the Payment Due Date or by enquiring the same by calling Card Issuer Bank / Enkash customer service.

3. Any change in the Billing Cycle shall be at the discretion of the Card Issuer Bank/ Enkash and the change shall be intimated to the Cardholder 30 (thirty) days prior to change in the Billing Cycle.

## **6. USAGE GUIDELINES**

1. The issue and use of the Cards shall be subject to the rules and regulations issued by Card Issuer Bank/ Enkash from time to time, as set out on the Enkash and Card Issuer Bank website.
2. Card Issuer Bank / Enkash has the absolute discretion to withdraw the Cards and/or the Cards Services thereby provided or amend or supplement any of the above Terms and Conditions at any time without prior notice to Cardholder Entity / Cardholder.
3. The Cards may be used through the third party Merchant partners authorised by Enkash and Card Issuer Bank.
4. Cardholder Entity / Cardholder shall at all times ensure that the Card's credentials are kept safe and shall under no circumstances whatsoever allow the Cards to be used by any other individual or entity. Cardholder Entity / Cardholder shall be responsible for all facilities granted by Card Issuer Bank/ Enkash and for all related charges and shall act in good faith in relation to all dealings with the Cards and Card Issuer Bank and Enkash.
5. Cardholder Entity / Cardholder are responsible for the security of the Cards and shall take all steps towards ensuring the safekeeping thereof. Cardholder Entity / Cardholder shall not disclose Cardholder Entity / Cardholder password to anyone verbally or in writing nor record it elsewhere.
6. Cardholder Entity / Cardholder will be liable for all charges incurred on the Cards until the Cards are reported for closure.
7. In case of any dispute relating to the time of reporting and/ or transaction/s made on the Cards or any other matter in relation to the said Cards, Card Issuer Bank/ Enkash shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction.
8. Cardholder Entity / Cardholder agree to adhere to all Applicable Laws and all such regulations, guidelines and rules prescribed from time to time by Card Issuer Bank, Enkash, RBI and any other regulatory body.
9. Cardholder Entity / Cardholder shall be bound to comply with the terms and conditions and all the policies stipulated by Card Issuer Bank/ Enkash from time to time in relation to the Cards. Card Issuer Bank/ Enkash may, at its sole discretion, refuse to accept the application or to issue Cards to Cardholder Entity / Cardholder.
10. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial dicta, Enkash policies, Card Issuer Bank/ Enkash policies or public policy or for any purpose that might negatively prejudice the goodwill of the Card Issuer Bank and Enkash.



11. Cardholder Entity / Cardholder shall accept full responsibility for wrongful use of the Cards which is in contravention of this T&C. Cardholder Entity / Cardholder shall indemnify Card Issuer Bank and/or Enkash to make good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder usage of Cards and Cardholder Entity / Cardholder violating any of this T&C.
12. Card Issuer Bank/ Enkash reserves the absolute discretion and liberty to decline or honor the authorization request on the Cards without assigning any reason thereto.
13. Cardholder Entity / Cardholder acknowledge and understand that the Cards Services are linked to internet connection (in case of internet/mobile accounts and wallets) and Card Issuer Bank/ Enkash shall not be responsible for any loss or interruption of the Cards Services.
14. Cardholder Entity / Cardholder acknowledge and understand that the information submitted by Cardholder Entity / Cardholder for availing the Cards Services or information submitted while using the Cards Services may be shared with third parties inter alia, to facilitate the provision of the Cards Services.
15. Card Issuer Bank through Enkash may request Cardholder Entity / Cardholder to submit additional KYC information/documents as part of ongoing monitoring and due diligence.
16. Card Issuer Bank and Enkash may at their sole discretion, utilize the services of external service providers or agents and on such terms as required or necessary, in relation to its products/services.
17. The Cards and Cards Services are not transferable or assignable by Cardholder Entity / Cardholder under any circumstances.
18. To protect any un-authorized use of the card, it is advised that Cardholder Entity / Cardholder shall keep the card under Cardholder Entity / Cardholder personal custody at all the times, and shall under no circumstances whatsoever allow the card to be used by any other individual or entity. The cardholder should sign on the reverse of the card in the signature panel immediately upon receipt of the card from Card Issuer Bank/ Enkash.
19. Cards are treated like cash, and Card Issuer Bank/ Enkash shall not be liable for the misuse, loss or theft of cards. Card Issuer Bank/ Enkash will not reissue new card for any reason, including the loss, theft or expiration of such card.
20. The card is the property of Card Issuer Bank/ Enkash and must be returned to an authorized person of Card Issuer Bank / Enkash on request or surrendered to Card Issuer Bank / Enkash in the event of the User no longer requiring the services.

## **7. UNAUTHORISED OR ILLEGAL USE AND RELATED AUTHORIZATIONS**

1. Cardholder Entity / Cardholder declare that Cardholder Entity / Cardholder shall use the Cards/ Cards Services only for lawful purposes in a lawful manner as may be permitted by Card Issuer Bank and Enkash and for no other purposes whatsoever. Cardholder Entity / Cardholder agree that Cardholder Entity /

Cardholder will not use the Cards/ Cards Services for payment of any illegal/unlawful purchases/purposes.

2. Cardholder Entity / Cardholder shall be responsible for using the Cards Services, in compliance with Applicable Law including without limitation all rules, financial service regulations issued by the RBI, the issuing bank and the competent authorities.
3. Cardholder Entity / Cardholder agree and acknowledge that Card Issuer Bank/ Enkash may, at any time decide not to process any Transactions, and block the Cards if Card Issuer Bank/ Enkash believes that the same is in violation of Applicable Law or which may expose Cardholder Entity / Cardholder, Card Issuer Bank/ Enkash, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of privacy of personal information.
4. Cardholder Entity / Cardholder agree and undertake that Cardholder Entity / Cardholder shall under no circumstance, share Cardholder Entity / Cardholder access credentials or permit others to use Cardholder Entity / Cardholder identity in the use of Cards Services or attempt to use the Cards from any other device. If a Customer is found to be violating this T&C, Card Issuer Bank/ Enkash reserves its rights to prevent the relevant Customer from using the Cards/ Cards Services any further. Cardholder Entity / Cardholder also agrees that Cardholder Entity / Cardholder shall be solely responsible for any consequences resulting from any unauthorized use of the Cards Services/ Cards.
5. Cardholder Entity / Cardholder may not use contact information provided by Card Issuer Bank/ Enkash or other users or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as spam. Cardholder Entity / Cardholder may not allow others to use Cardholder Entity / Cardholder Cards to violate the terms of this section. We may terminate Cardholder Entity / Cardholder Cards/ Cards Services immediately and take other legal action if Cardholder Entity / Cardholder or anyone using Cardholder Entity / Cardholder credentials violates these provisions. For provision of certain services, the Cards may have additional terms (such as policies, guidelines and rules) that will further govern Cardholder Entity / Cardholder use of that particular service and supplement this T&C. If Cardholder Entity / Cardholder chooses to register for or access any such services, Cardholder Entity / Cardholder will be presented with any relevant additional terms and conditions at that time. By using those services, Cardholder Entity / Cardholder agree to comply with such additional guidelines and rules.

#### **8. TERMINATION AND VALIDITY OF CARD**

1. Cards will expire on the last working day of the month and the year indicated on the Cards or as may be intimated to Cardholder Entity / Cardholder by Card Issuer Bank/ Enkash. The User shall be intimated 30 days prior to the expiry date to utilise the balance amount in the Cards by an SMS and/ or E-mail. The balance amount in the Cards after the expiration date shall be forfeited by Card Issuer Bank/ Enkash and the User cannot claim the amount under any circumstances, whatsoever. However, to the extent permitted under Applicable Laws, Card Issuer

Bank/ Enkash may at its sole discretion, close or wind up any Cards Services or amend any of its features with notice to its User, even prior to the expiry of the Cards. Notwithstanding the above, in the case of expiry/termination/closure of the Secured Card, the relevant Cardholder shall have an option to transfer the balance amount available in the Secured Card to any other pre-designated account of the Cardholder.

2. Card Issuer Bank/ Enkash shall be entitled to terminate the Cards/ Cards Services with immediate effect even prior to its expiry by efflux of time, upon the occurrence of any of the following events: (i) the User intimating the loss of the Cards; (ii) any breach of this T&C; (iii) upon a specific request from the User to cancel or suspend the Cards; (iv) Card Issuer Bank/ Enkash is unable or otherwise prevented from processing payments in relation to the Cards for reasons beyond its reasonable control, including but not limited to restrictions imposed by law or regulation; (v) demise of the User; (vi) reported lunacy/insanity/unsound mind of the User; (vii) if Card Issuer Bank/ Enkash deems that the Cards Services are being misused / improperly used in any manner; and (viii) if any adverse report is received from any of Card Issuer Bank' s branches in the network or from any regulatory or monitoring authority.
3. In addition, Card Issuer Bank or Enkash may, at any time, with or without notice, at its absolute discretion, terminate the Cards Services. Card Issuer Bank or Enkash may also restrict or suspend the use of Cards Services at any time without prior notice, if Card Issuer Bank/ Enkash reasonably believes it necessary for business or security reasons.
4. The privileges of the Card may be withdrawn and the Card cancelled by Card Issuer Bank/ Enkash, including on the occurrence of an Event of Default (in its absolute discretion and without giving notice thereof to the Cardholder or assigning any reason therefore) either temporarily or permanently.
5. In case of no activity / transaction on the Card has remained inoperational for the past 12 Months or any such period as deemed fit by the Card Issuer Bank/ Enkash credit committee, may exercise its right to close the concerned inactive Card(s).
6. Any withdrawal (whether temporary or permanent) shall constitute cessation of Card membership altogether until the Card member is readmitted. In case the charge facilities are at any time withdrawn (whether temporarily or permanently) the same shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to Card membership. Card membership may be withdrawn and Account closed at any time without reference to the validity period embossed on the Card. Further, Card Issuer Bank/ Enkash may also restrict, terminate or suspend the use of the Card member Account at any time without prior notice if Card Issuer Bank/ Enkash reasonably believes it necessary for business or security reasons.
7. The Card member agrees to surrender the Card to Card Issuer Bank/ Enkash or its representative, upon being requested to do so either by Card Issuer Bank/ Enkash or its representative. Use of the Card after notice of withdrawal of its

privileges is fraudulent and subjects the user to legal proceedings. Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the last address of the Cardholder known to Card Issuer Bank/ Enkash would have been received in the ordinary course of post/courier service. Card Issuer Bank/ Enkash shall not be held accountable for delays/non-receipt of such withdrawal notices in the post/courier service.

8. Subject to verification, the Cardholder can terminate the Terms and Conditions at any time by writing to Card Issuer Bank/ Enkash or intimating the request for closure to Card Issuer Bank/ Enkash. Upon termination for any reason whatsoever, whether at the instance of the Cardholder or Card Issuer Bank/ Enkash, the Cardholder shall remain liable for all charges incurred by the use of the Card. The Card member acknowledges and agrees (subject to any default or other notice required by law) to immediately pay to Card Issuer Bank/ Enkash the total outstanding balance on the Card / the Account, including without limitation all amounts due to Card Issuer Bank/ Enkash under the Terms and Conditions (including all transactions and other amounts not yet charged to the Card / the Account). It is expressly understood that the Account will not be considered as closed by the Card Issuer Bank/ Enkash until the Card member has paid all such due amounts. The Card member specifically acknowledges that once his Account is closed, the privileges of the Card stand withdrawn, reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Card Issuer Bank/ Enkash. The Card member also acknowledges that the aforementioned takes precedence over any communication in this context that the Card member might receive during the normal course.

**9. FEES AND CHARGES**

1. All fees and charges related to Cards including all fees and charges due to Card Issuer Bank/ Enkash (including applicable charges set out in the fee table provided in clause 9.2 by Enkash to the User, or due to third parties).
2. The Card Issuer Bank / Enkash shall levy the following charges wherever applicable:

i. The credit provider shall levy below charges for Credit Card product

No.	Particulars	Charges	GST
	Annual Fees	Upto 3% of sanctioned limit	18%

Interest on Carry forward balance      Interest at the rate of 2% per month will be charged for the entire billing cycle on the balance outstanding amount carried beyond the due date      18%

Fuel/IRCTC transaction charges      As applicable by the Merchant/Acquirer      18%

\*Some merchants levy extra charges to cardholders, this will be billed to you as per applicable by merchant.

ATM withdrawal interest charges      Upto 2% per month on amount withdrawn (from the date of transaction to payment due date)      18%

ATM withdrawal charges (Charged by the ATM owning bank)      Upto INR 20 per transaction      18%

Vendor/GST/Utility payments made on EnKash platform      Payment gateway charges of 1.5% on the transaction amount      18%

*\*Actual charges will be conveyed to you at the time of card issuance*  
The credit provider shall levy below charges for overdraft product

No.	Particulars	Charges	GST
	Annual Fees	Upto 3% of sanctioned limit	18%
	Interest on daily outstanding balance	Interest at the rate of 2% per month will be charged on the daily outstanding balance	18%
	Late Fees on overdue amount	Additional interest at the rate of 0.5 % per month will be charged on the statement amount unpaid as on the due date of the statement	18%
	*Some merchants levy extra charges to cardholders	As per applicable by merchant / acquirer	18%
	ATM withdrawal charges (Charged by the ATM owning bank)	Upto INR 20 per transaction	18%
	Vendor/GST/Utility payments made on EnKash platform	NIL	NIL

*\*Actual charges will be conveyed to you at the time of card issuance*

iii. The fees and charges shall be updated and intimated to the customer from time to time

#### **10. LOST, STOLEN OR MISUSED CARDS**

1. If a Card is lost or stolen, it must be reported immediately to the customer service of Enkash. However, in case of loss of Card due to theft, the Cardholder must also file a report with the local police station and should be able to produce a copy of the same upon request by Card Issuer Bank/ Enkash. Card Issuer Bank/ Enkash will, upon adequate verification, suspend the Card Account and terminate all facilities in relation thereto and will not be liable for any inconvenience caused to the Cardholder. Cardholders shall take cognisance of the fact that once a Card is reported lost, stolen or damaged, the Card cannot be used again, even if found subsequently. The Cardholder declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non- damaged condition subsequently. In such cases, the Cardholder shall promptly cut the Card in 4 pieces and return the same to Card Issuer Bank/ Enkash for cancellation. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused. In the event that Card Issuer Bank/ Enkash determines that the Cardholder has failed to take the steps as mentioned above in case of loss / theft /destruction of the card and the same are questionable, financial liability on the lost, stolen or damaged card would rest with the Cardholder and could even result in cancellation of the Card Account.
2. No liability shall attach to the Cardholder for any unauthorized transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon Card Issuer Bank/ Enkash having suspended the Card Account. Liability of any transaction made on the Card post reporting its loss/theft/ damage shall fall upon the Card Issuer Bank/ Enkash. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Card, post reporting of the said Card as being lost/ stolen/ misused, Card Issuer Bank/ Enkash shall reserve the right to ascertain the time and/ or the authenticity of the disputed transaction. Card Issuer Bank/ Enkash reserves the right to block the Card on suspected risk of compromise in order to protect the interest of the Cardholder and to avoid misuse in any manner on the Card Account. The Cardholder shall not be able to use the blocked Card for any transaction/s and shall receive a replacement Card within 10 (ten) working days. In the event, the Cardholder, after being informed by Card Issuer Bank/ Enkash of the probable fraud risk, still requests to unblock the Card, Card Issuer Bank/ Enkash shall not stand liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.

#### **11. USER' S OBLIGATIONS AND COVENANTS**

1. Cardholder Entity / Cardholder shall be solely liable for entering into any Transaction and the risk arising thereof.

2. Card Issuer Bank has agreed to provide Cardholder Entity / Cardholder the Cards/ Cards Services. Cardholder Entity / Cardholder shall not be responsible for any Transactions recorded by use of Cardholder Entity / Cardholder Cards.
3. All authorizations and power conferred by Cardholder Entity / Cardholder on Card Issuer Bank / Enkash are irrevocable.
4. Any instruction given by means of the Cards shall be irrevocable.
5. Cardholder Entity / Cardholder shall, in all circumstances, accept full responsibility for the use of the Cards, whether or not processed with Cardholder Entity / Cardholder knowledge or Cardholder Entity / Cardholder authority, expressed or implied.
6. Cardholder Entity / Cardholder irrevocably authorizes Card Issuer Bank to debit the amounts utilized by using the Cards for Transactions from Cardholder Entity / Cardholder Cards.
7. Card Issuer Bank shall have discretion not to allow Cardholder Entity / Cardholder to carry out a Transaction where it has reason to believe that the use of Cards is not authorized or the Transaction appears ambiguous or unclear or such as to raise a doubt.
8. The User shall not use any Cards/ Cards Services to commit, aid, support or conceal any fraudulent, criminal, illegal, prohibited or objectionable activity whatsoever.
9. The User shall bring to the notice of Card Issuer Bank, any violations of this T&C or any suspicious activity as and when the User becomes aware of it.
10. The User shall acknowledge the risks associated with electronic financial transactions and shall use all such services offered by Card Issuer Bank at the User' s own risk.
11. The User shall accept Card Issuer Bank's record of the Transactions as conclusive and binding for all purposes.

## **12. DISCLAIMER AND LIMITATION OF LIABILITY**

1. Card Issuer Bank/ Enkash relies on several third party services in delivering its services. Card Issuer Bank/ Enkash shall not be held liable for any delays, failures, lack of accurate status or fulfilment of Transactions or making available information about past transactions that are dependent on third parties.
2. The Card Issuer Bank/ Enkash may, at its sole discretion, make several promotional offers such as issuance of vouchers, announcing discounts, etc. Cardholder Entity / Cardholder expressly agree and acknowledge that Card Issuer Bank/ Enkash shall not be responsible or liable in any manner in respect of any such promotional or other offers made by Card Issuer Bank /Enkash. Card Issuer Bank/ Enkash disclaims all liability arising out of any such offer issued by Enkash and availed by the User.
3. Card Issuer Bank/ Enkash makes reasonable efforts to keep its machines, services available. Several factors outside the control of Card Issuer Bank/ Enkash may disrupt availability and quality of services. Card Issuer Bank/



Enkash shall make reasonable efforts to keep Users informed about the service quality and availability issues through one or more electronic or digital channels.

4. Card Issuer Bank/ Enkash updates its services regularly to provide better experience and/or more capabilities to Users. In the process, Card Issuer Bank/ Enkash may introduce faulty behaviour, lose information related to past transactions, discontinue or break previously available services. Card Issuer Bank and ENkash disclaims any and all warranties including, but not limited to any warranties concerning the availability, accuracy, usefulness, correctness or completeness of information, and any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under Applicable Laws.
5. Card Issuer Bank/ Enkash employs reasonable technology and systems to guard access to the User's accounts and information. However, the User acknowledges that the User is solely responsible for protecting account information and that Card Issuer Bank/Enkash is providing authentication, authorisation and access control services for the User's information on a best effort basis and that the User cannot hold Card Issuer Bank/Enkash or any of its associates or affiliates responsible for any compromise, loss, theft or damage to such information, irrespective of the cause. Card Issuer Bank/Enkash may deny access to the User's accounts maintained with it, if it suspects or has reasonable doubt to suspect or if so instructed by competent regulatory or legal authority or upon its sole assessment of risk, abuse and non-compliant activities associated with such account.
6. Card Issuer Bank/ Enkash shall be entitled to rely upon any third party systems, tools or mechanisms to safeguard its own systems against any fraud. Such third party systems may rely upon the User's data and information for detection and mitigation of fraud.
7. The User acknowledges that the User or third party content presented is obtained from sources believed by Card Issuer Bank/ Enkash to be reliable. Card Issuer Bank/ Enkash does not provide any guarantee with respect to such content and Card Issuer Bank/ Enkash shall not be held liable for any loss suffered by Users based on their reliance on or use of such data, whether any such data is published on the website of Card Issuer Bank/ Enkash or in its communications to the Users.
8. Without prejudice to the foregoing, Card Issuer Bank/ Enkash shall be under no liability whatsoever to Cardholder Entity / Cardholder in respect of any loss or damage arising directly or indirectly out of:
  1. any issue emerging post availing of the goods and services from the Merchant;
  2. the refusal to honor or to accept the Cards;
  3. the malfunction of any computer/PoS terminal;
  4. effecting transaction instructions given other than by a Customer;
  5. handing over of the Cards credentials by Cardholder Entity / Cardholder;

6. the exercise by Card Issuer Bank/ Enkash of its right to demand and procure the surrender of the Cards prior to the expiry, whether such demand and surrender is made and/ or procured by Card Issuer Bank/ Enkash or by any person or computer terminal;
  7. the exercise by Card Issuer Bank/ Enkash of its right to terminate any Cards;
  8. any injury to the credit, character and reputation of Cardholder Entity / Cardholder alleged to have been caused by the repossession of the Cards and/ or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Cards; and
  9. any mis-statement, misrepresentation, error or omission in any details disclosed by Card Issuer Bank or Enkash as otherwise required by law.
9. If Card Issuer Bank or Enkash receives any process, summons, order of injunction, execution, distraint, freezing, levy, lien, information or notice which Card Issuer Bank or Enkash in good faith believes/ calls into question Cardholder Entity / Cardholder's ability, or the ability of someone purporting to be authorized by Cardholder Entity / Cardholder, to transact on the Cards, Card Issuer Bank may, at its option and without liability to Cardholder Entity / Cardholder or such other person, decline to allow Cardholder Entity / 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. Card Issuer Bank/ Enkash reserves the right to deduct from the balance available on the Cards, a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving Cardholder Entity / Cardholder's Cards.
10. The Cards Services are provided on an "as is" and "as available" basis. Use of the Cards Services is at Cardholder Entity / Cardholder own risk. To the maximum extent permitted by Applicable Law, the Cards Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement. No advice or information, whether oral or written, obtained by Cardholder Entity / Cardholder from Card Issuer Bank or Enkash or through the Cards Services will create any warranty not expressly stated herein. Without limiting the foregoing, Enkash does not warrant that the content is accurate, reliable or correct; that the Cards Services will meet Cardholder Entity / Cardholder requirements; that the Cards Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Cards Services will be free of viruses or other harmful components. Neither Card Issuer Bank nor Enkash will be liable for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of access to and/or use of the Cards Services; interruption or stoppage of the websites of Card Issuer Bank or Enkash, non-availability of connectivity links / hyperlinks.
11. Any content downloaded or otherwise obtained through the use of the Cards Services is downloaded at Cardholder Entity / Cardholder own risk, and

Cardholder Entity / Cardholder will be solely responsible for any damage to Cardholder Entity / Cardholder property or loss of data that results from such download.

12. Cardholder Entity / Cardholder acknowledges that Card Issuer Bank/ Enkash shall not be responsible nor shall they be liable to indemnify Cardholder Entity / Cardholder in the event of any loss or damage suffered by Cardholder Entity / Cardholder due to any cause or reason beyond the control of Card Issuer Bank including, but not limited to, misplacement of the Cards or PIN (in case the Cards is a card), mechanical or technical failure and down time, connectivity down time etc. Without prejudice to the foregoing, Card Issuer Bank/ Enkash shall be under no liability what so ever to Cardholder Entity / Cardholder in respect of any loss or damage arising directly or indirectly due to use of the Cards / Cards Services.
13. Card Issuer Bank/Enkash does not, endorse, guarantee, or assume responsibility for products advertised or offered by a third party through the Cards Services or any hyperlinked website or Cards Service, or featured in any banner or other advertising, and neither Card Issuer Bank nor Enkash will be a party to or in any way monitor any transaction between Cardholder Entity / Cardholder and third-party providers of goods and/ or services.

### **13. EVENT OF DEFAULT**

1. The occurrence of any of the following events (herein referred to as “Events of Default”) shall qualify as an Event of Default on the part of Cardholder/Cardholder Entity, and at the option of Enkash / Card Issuer Bank, Enkash/ Card Issuer Bank shall be entitled to give notice via statement to the Cardholder/Cardholder Entity declaring that all sums of interest, costs, charges and expenses and other sums remaining outstanding under or in respect of the Card are due and payable and upon such declaration, the same will become due the payable forthwith, notwithstanding anything to the contrary in this Card User T&C or in any other T&C(s) or instruments. Further, the Enkash/ Card Issuer Bank will, at its sole discretion, have the right to block/close the Card Account in case of an Event of Default:
  1. Payment of Dues: If any delay shall have occurred in payment of any dues under the Card and / or in payment of any other amounts (including special payment plans such as rewrites/settlements) or any part thereof due and payable to the Enkash/ Card Issuer Bank in terms of this T&Cs and such dues or other amount remains unpaid for thirty (30) days from the due date thereof;
  2. Performance of Covenants: If default shall have occurred in the performance of any other covenants, conditions or T&Cs on the part of the Cardholder under this T&Cs;
  3. Supply of misleading information: If any information given by the Cardholder to the Enkash/ Card Issuer Bank in the card application or otherwise is found to be misleading or incorrect in any material respect/ falsified information / misinterpretation of facts / fabricated documents;

4. Failure to furnish information / documents: If the Cardholder fails to furnish any information and/or documents to the Enkash/ Card Issuer Bank that may be required to be furnished by the Cardholder in accordance with the relevant laws or regulations or any other appropriate information/and or documents (including any proof of identification documents and/or photographs) as may be required under the Bank's/RBI's guidelines on Know Your Customer ("KYC") / Anti Money Laundering ("AML") / Combating of Financing Terrorism ("CFT") purposes, which the Enkash may reasonably request from time to time.
  5. Non-payment / non-delivery of cheque(s)/other payment mechanism: If a cheque in respect of any monthly due or other payment is dishonoured or if a cheque/ECS/ACH/SI in respect of any payment is not paid on the due date thereof or if a cheque/ECS/ACH in respect of any payment is not paid on the due date thereof;
  6. Artificial enhancement of credit limit and/or multiple cheque returns: If Enkash/ Card Issuer Bank notices multiple cheques being presented favouring the Card to artificially enhance the credit limit assigned to the concerned Card and/or these cheques being dishonoured or returned by the Cardholder's banker;
  7. Default on other loans/facilities: If the Cardholder makes a default in performance of any of the terms, covenants and conditions of any loans/facilities, including but not limited to other credit card(s) provided by the Cardholder or any other banks, financial institutions or entity, to the Cardholder;
  8. Insolvency: If the Cardholder commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Cardholder declaring him an insolvent;
  9. Material Adverse Change: There occurs any material adverse change in the financial condition of the Cardholder or any other event or circumstance, which in the sole opinion of Enkash prejudicially affects the Bank's interest;
  10. Involvement in Civil Litigation and Criminal Offence: If the Cardholder is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Cardholder; or
  11. There exists any other circumstances which in the sole opinion of the Enkash/ Card Issuer Bank, jeopardizes the Bank's interest.
2. Without prejudice to all other rights Enkash/ Card Issuer Bank may have under these T&C, on the occurrence of an Event of Default, the Cardholder shall be sent reminders from time to time by Enkash/third parties appointed by Enkash/ Card Issuer Bank for settlement of any outstandings on the Card Account or for taking any remedial action on the Card Account/ Cardholder, by visits (of representatives of Enkash/third parties appointed by Enkash in this regard),

post, fax, telephone, e-mail, SMS/text messaging. Any third parties so appointed shall fully adhere to the code of conduct on debt collection.

3. In the event of the Cardholder committing any Event of Default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other T&C, document or instrument between the Cardholder and the Enkash, the Enkash shall be entitled at its absolute discretion to inter alia:
  1. Call upon the Cardholder to pay forthwith the outstanding balance on the Card together with interest and all sums payable by the Cardholder to the Bank under these T&C and/or any other T&Cs, documents or instruments between the Cardholder and the Enkash;
  2. Exercise the Enkash's right of lien and set-off all monies and accounts standing in the Cardholder's name with the Enkash.
  3. Without prejudice to the above, the Enkash shall have the right to proceed against the Cardholder independent of any right of lien/set-off to recover the outstanding dues from the Cardholder.
  4. If any dues or outstandings payable by the Cardholder to the Enkash hereunder remains due and payable, the Cardholder shall be reported to the Reserve Bank of India or any other authority as required under the applicable regulations/laws.
  5. Exercise and enforce all rights and remedies available in Applicable Law for recovery of monies from Cardholder.
4. Notwithstanding anything contrary mentioned under this T&C, the Cardholder agrees and undertakes that the Enkash, shall have the unqualified right to disclose the name of the Cardholder, along with the default committed, to any credit rating agencies/companies/ bureaus or any other government body, as required under applicable law.

#### 14. INDEMNITY

1. In consideration of Card Issuer Bank / Enkash providing Cardholder Entity / Cardholder with the facility of the Cards, Cardholder Entity / Cardholder hereby agrees to indemnify and keep Card Issuer Bank / Enkash and their affiliates, directors, officers and employees, agents, advisors, nominees and authorized representatives ("**Indemnified Party**") indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which any Indemnified Party may at any time incur, sustain, suffer or be put to, as a consequence of or by reason of or arising out of, directly or indirectly providing Cardholder Entity / Cardholder, the said facility of the Cards, Cards Services or by reason of Card Issuer Bank's / Enkash's acting in good faith and taking or refusing to take or omitting to take action on Cardholder Entity / Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of Cardholder Entity / Cardholder; breach or noncompliance of the these T&Cs, rules/ terms and conditions relating to the Cards or fraud or dishonesty relating to any Transaction by Cardholder Entity / Cardholder.

2. Cardholder Entity / Cardholder agrees to indemnify Card Issuer Bank/ Enkash for any machine/ mechanical error/ failure or any technical down time which is not in the control of Card Issuer Bank. Cardholder Entity / Cardholder shall also indemnify Card Issuer Bank fully against any loss on account of misplacement by the courier, or loss-in transit of the Cards and/or PIN mailer (in case the Cards is a card).
3. While Card Issuer Bank / Enkash makes reasonable effort to employ state of the art security measures appropriate for offering its services, it does not assure or guarantee that no person or entity will overcome or subvert the security measures and gain unauthorized access to its services or any accounts maintained with it. The Card Issuer Bank / Enkash shall not be liable if any unauthorized person hacks into or gains access to the services or to any User's Cards. Cardholder Entity / Cardholder shall indemnify Card Issuer Bank / Enkash of any liability arising out of such hacks or exploited vulnerabilities.
4. Card Issuer Bank / Enkash may use multiple mechanisms that rely on the User's information including but not limited to personal, contacts, financial, transactional and biometric data in establishing or re-establishing identity and/or authentication of the User. User acknowledges that no information either singularly or in combination with other information is sufficient to establish true identity and that Card Issuer Bank's efforts are on best efforts basis. The Cardholder Entity / Cardholder shall indemnify and keep indemnified Card Issuer Bank / Enkash of any consequences whatsoever arising out of mistaken identity and / or compromised access irrespective of the reason for such a compromise or vulnerability.
5. All rights exercised by Enkash in relation to the Cards are granted to Enkash by the Card Issuer Bank(s) under the agreement between Enkash and such Card Issuer Bank.

#### **15. DISCLOSURE OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

1. Except for information that Cardholder Entity / Cardholder submit, all of the information available on or through the Cards / Cards Services and/or Card Issuer Bank's/ Enkash's website, including without limitation, text, photographs, graphics and video and audio content, is owned by Enkash and its licensors and is protected by copyright, trademark, patent and trade secret laws, other proprietary rights and international treaties.

#### **16. GENERAL PROVISIONS**

1. The User cannot assign or otherwise transfer any rights, liabilities and/or obligations hereunder, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. Card Issuer Bank's/ Enkash's rights and/or obligations hereunder are freely assignable or otherwise transferable by it to any third parties without the requirement of seeking the User's prior consent. Card Issuer Bank/ Enkash may inform the User of such assignment or transfer in accordance with the notice requirements on best effort basis.

2. Any failure or delay by Card Issuer Bank/ Enkash to enforce or exercise any provision hereof, or any related right, shall not constitute a waiver by Card Issuer Bank/ Enkash of that provision or right. The exercise of one or more of Card Issuer Bank/ Enkash rights hereunder shall not be a waiver of, or preclude the exercise of, any other rights or remedies available to Card Issuer Bank/ Enkash hereunder or in law or at equity. Any waiver by Card Issuer Bank/ Enkash shall only be made in writing and executed by a duly authorized officer of Card Issuer Bank.
3. If performance of any service or obligation hereunder by Card Issuer Bank/ Enkash is prevented, restricted, delayed or interfered with by reason of power outage, labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Card Issuer Bank/ Enkash or its third parties performing such services as sub-contractor to Card Issuer Bank and could not have been prevented by reasonable precautions (each, a **"Force Majeure Event"**), then Card Issuer Bank / Enkash shall be excused from such performance to the extent of and during the period of such Force Majeure Event. Card Issuer Bank/ Enkash shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.
4. Notwithstanding the foregoing, such provisions of the T&C as are meant to survive termination / expiry hereof, will survive indefinitely unless and until Card Issuer Bank / Enkash chooses to terminate them.

#### **17. GOVERNING LAW AND DISPUTE RESOLUTION**

1. Credit Limit is basis Card Issuer Bank's criteria and maybe changed as per Card Issuer Banks discretion though the same would be pre informed to customers (through relevant communication channel). The Card Issuer Bank will, at its sole discretion, determine Cardholder/Cardholder Entity's Credit Limit and notify you of the same from time to time. User may, however, request for a lower limit for the Card Account, and for the Additional Cardmember. The Credit Limit assigned to an Additional Cardmember shall be restored to the assigned limit after every billing cycle. Cardholder/Cardholder Entity's Credit Limit will also be shown on your monthly statement, together with the available credit amount at the statement closing date. The Card Issuer Bank on your request would revise the Credit Limit from time to time.
2. These T&C will be governed by and be construed in accordance with the laws of India. All disputes arising out of the same which remain unresolved, shall be subject to the exclusive jurisdiction of the Courts in Mumbai, irrespective of whether any other court may have concurrent jurisdiction in the matter. Cardholder

Entity / Cardholder shall be liable for all costs associated with resolution of the dispute, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent.

18. Grievance Redressal

- a) Any complaints arising from the use of the Card Account or the Card may be addressed to the following:

Name of the Grievance Officer: [•] KRISHNAKUMAR SV  
NEHAT Tech Solutions Pvt Ltd  
91 Springboard, Godrej & Boyce Compound,  
LBS Marg, Vikhroli, Mumbai ( 400071)

Contact information: [grievanceofficer@enkash.com]

- b) The Grievance Redressal Officer shall, upon receiving the complaint initiate inquiry into the same and shall endeavor to resolve the complaint promptly, in accordance with the Applicable Laws.

Cardholder/Cardholder Entity/User agrees to these T&Cs and Cardholder/User certify that it is authorized to consent on behalf of the Cardholder Entity and the provided information is complete and accurate.