

**These Terms and Conditions (“Terms”) apply to and regulate the provision of Credit Card facilities by Development Credit Bank and Alliance Partner, issuance, operation and account maintenance of which shall be serviced and managed by the Alliance Partner.**

## **1. Definitions**

- 1.1.1 “Alliance Partner” shall mean ICICI Bank, the co-owner of the Credit Card, its successors, nominees and permitted assigns.
- 1.1.2 “Development Credit Bank” shall mean Development Credit Bank, the co-owner of the Credit Card, its successors, nominees and permitted assigns.
- 1.1.3 “Credit Card” or “Card” shall mean credit card(s) having international validity that are jointly owned by Development Credit Bank and the Alliance Partner under the name of ‘Development Credit Bank’, the issuance, operations and account maintenance of which shall be serviced and managed by the Alliance Partner, and which:
- (a) bears the Development Credit Bank’s name, trademark on the face of the credit card; and
  - (b) bears the MasterCard Trademarks/ VISA International Trademarks on the face of the credit card;
- 1.1.5 “Person” means any individual, corporation, firm, company, institution, or other natural or legal person.
- 1.1.6 “Applicant” shall mean a person who has applied for a Development Credit Bank Credit Card and signed the application form.
- 1.1.7 “Member” or “Card Member” means a person to whom a Credit Card bearing his / her name is issued.
- 1.1.8 “Alliance Partner’s Customer Care Centre” refers to the ICICI Bank’s- Phone Banking Service, which shall be available to all Card Members. All Card-Members availing of the Alliance Partner Customer Care Centre shall be bound by the Terms & Conditions stipulated by Alliance Partner in this regard (a copy of which is given herewith). Alliance Partner Customer Care Centre and Alliance Partner -Phone Banking shall be used interchangeably.
- 1.1.9 “Website” shall mean the Website of Development Credit Bank owned established and maintained by Development Credit Bank at the URL [www.dcb.com](http://www.dcb.com)
- 1.1.10 “Card Account” means the account opened in the name of the Card-Member and maintained, serviced, managed and owned by the Alliance Partner for the purpose of usage of the Credit Card as per the Terms contained herein.
- 1.1.11 “Credit-Limit” means the limit up to which the Card-Member is authorised to spend on his Credit Card.
- 1.1.12 “Cash-Limit” means the maximum amount of cash or equivalent of cash as defined or prescribed by the Alliance Partner, that the Card-Member can withdraw on his Credit Card Account.. Cash-Limit forms a subset of the Card Member’s Credit-Limit
- 1.1.13 “Merchant Establishment” shall mean establishments wherever located which honours a VISA / VISA Electron Credit Card or MasterCard and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).
- 1.1.14 “Merchant” shall mean any person who owns or manages or operates the Merchant Establishment.
- 1.1.15 “Transaction Instruction” means any instruction given by a Card-Member directly or indirectly to the Alliance Partner and /or through Alliance Partner’s Phone Banking to effect the transaction. “Transaction Instruction” would include, but not be limited to a charge slip, a cash advance slip or a mail order coupon.
- 1.1.16 “Statement” means a monthly Statement of account sent by the Alliance Partner to a Card Member setting out the financial liabilities on that date, of the Primary Card Member and any Supplementary Card- Member to the Alliance Partner in respect of the Card Account.. However, a Statement may not be sent in case of zero outstanding balance on the Card Account.
- 1.1.17 “Tariff Annexure” means an annexure detailing the charges applicable for the services offered on the Credit Card. These charges are subject to change at the sole discretion of Alliance Partner and Development Credit Bank. However such changes in charges may be made only with prospective effect giving notice of 1 month to the Card Member.
- 1.1.19 “Affiliate” means and includes:
- (a) any company which is the holding company or subsidiary of Alliance Partner, or
  - (b) a person under the control of or under common control with Alliance Partner, or
  - (c) any person in which Alliance Partner has a direct or beneficial interest of 26% or more of the voting securities.

For the purpose of this definition of Affiliate and Agreement, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever;

- 1.2 Use of terms "you", "your", "him", "he/she", "his/her" or similar pronouns shall, where the context so admits, mean the "Card Member".
- 1.3 Use of the terms "we", "our", "us" or similar pronouns shall, where the context so admits, mean "Alliance Partner" and/ or Development Credit Bank.

## **2. Card Services**

- 2.1 The Credit Card is the joint property of Development Credit Bank and Alliance Partner. It is non transferable and the usage is subject to the Terms and Conditions mentioned herein and any additional conditions stipulated by the Alliance Partner and Development Credit Bank from time to time and applicable to the Card Member from prospective effect post a one month prior notice. We reserve the right to (1) ascertain the credit worthiness of the Applicant by obtaining credit bureau report and such other reports as may deem necessary and (2) decline to issue a Card to any Applicant at our sole discretion. The Card Member shall sign on the reverse of the Credit Card immediately on receipt of the same. The Alliance Partner's Customer Care Centre and/ or the Website is available to all Card Members. The Card Members 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. shall at all times continue to be bound by the Terms and Conditions stipulated by us with respect to the services / facilities and the mode of availing such facilities / services, as may be amended from time to time.

## **3. Use of the Card**

- 3.1 In case of Global Card, the Card is valid world-wide, in case of other Cards the use is restricted to the countries printed on the Card and to such Merchant Establishments that accept VISA / VISA Electron/MasterCard. However, the Alliance Partner and the Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever. The Credit Card may be used only for bonafide personal or official purposes and its use is not permitted to be exploited by the Card Member. It is clarified that charges incurred, may in case of some Merchant Establishments, include a charge for the availing of the purchase or other facility.
- 3.2 On usage of the Credit Card at the Merchant Establishment, the Card Member must collect the copy of the charge-slips at the time of signing the charge-slip. Normally the Alliance Partner shall not provide copies of the charge slips to the Card Member; however at the sole discretion of the Alliance Partner, copies may be provided at a charge mentioned in the Tariff Annexure.
- 3.3 The Card Member accepts that the Alliance Partner may selectively agree to provide him with the facility of effecting mail order or telephone order purchases. The Card- Member is aware that in case of mail order or telephone purchases, the charge-slips will not be signed by the Card Member at the time of the purchase. Accordingly, the Card Member accepts that, in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Member shall clear the out standings. This dispute shall be a matter between the Card Member and the Merchant Establishment shall be settled by the Card Member with the concerned Merchant Establishment.. Development Credit Bank and the Alliance Partner shall not be liable, in any manner whatsoever, for the same.
- 3.4 Globally Valid Credit Card can be used on internet for any purpose for which exchange can be purchased from an Authorised Dealer in India. Globally valid Credit Card and all other Cards cannot be used on internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services etc., since no withdrawal of foreign exchange is permitted for such items/activities.
- 3.5 There is no aggregate monetary ceiling separately prescribed for use of International Credit Cards through internet.
- 3.6 Authorised Dealers can accept payment by 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.

3.7 The Credit Card may be used:

- (i) Within the Credit-Limit notified by the Alliance Partner to the Card Member; and
- (ii) Not after the last date of the month embossed on its face.

3.8 The Card Member's right to use the Credit Card shall determine forthwith:

- (i) In the event of termination pursuant to Clause 5 below; or
- (ii) In the event of loss/misuse or theft of Credit Card.

3.9 By usage of the Card, Card Member is deemed to have made a standing request that renewal of period of the Card and/ or replacement Cards be issued to each Card Member until such time as the Alliance Partner Customer Care Centre is notified otherwise by the Card Member, and such renewal and/or replacement shall be subject to the sole discretion of Alliance Partner

3.10 The Card Member undertakes to act in good faith at all times in relation to all dealings with the Cards, Development Credit Bank and the Alliance Partner. The Card Member also agrees that he/she shall not use the Credit Card as payment for any illegal/ unlawful purchase/ purpose..

3.11 The Globally Valid Credit Card issued to the Card Member is not valid for payment in Foreign Exchange at Merchant Establishments in Nepal & Bhutan. In respect of Cards, the use of which is restricted only in India & Nepal, use outside India & Nepal is a breach of the "Foreign Exchange Management Act" ("FEMA") or any other corresponding law. The Card Member accepts full responsibility for wrongful use of the Credit Card in contravention to these Terms and Conditions and undertakes to agree to indemnify the Alliance Partner and Development Credit Bank by making good any loss, damage, interest, conversion and any other financial charge/s that the Alliance Partner and/ or Development Credit Bank may incur and / or suffer as a result of the Card Member committing violations of the provisions thereof.

3.12 The Alliance Partner reserves unto itself the absolute discretion and liberty to decline or honour the authorisation requests on the Credit Card without assigning any reason.

### **3A. Personal Identification Number (APIN)**

To enable the Card Member to use the Card, a Personal Identification Number (APIN) will be issued to him in the first instance. The APIN shall be mailed to him and in the event the same is not received in a sealed envelope the Card Member shall contact 24 hour Helpline. This APIN may subsequently, be changed by the Card Member, at his own risk, at an ATM /. The APIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the APIN, as well as for all orders and information changes entered into the Card Account using such APIN. The Card Member shall not record the APIN in any form so as to facilitate the APIN coming to the knowledge of a third party. Alliance Partner is authorised by the Card Member for carrying out transactions and instructions authenticated by the APIN and shall not revoke the same. Alliance Partner has no obligation to verify the authenticity of the Transaction Instruction sent or purported to have been sent from the Card Member other than by means of verification of the Card Member's APIN. The Card Member shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the APIN. If the Card Member fails to observe the security requirements, he may incur liability. We may, in our absolute discretion, issue a new APIN on the existing Card. Subject to the provisions stated herein and as specified by Alliance Partner from time to time, the Card Member will not hold the Alliance Partner liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of the Card and/or the APIN. Alliance Partner shall also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the APIN coming to the knowledge of any third party. If any

third parties gains access to the services, including the Card Account, the Card Member shall be responsible and shall indemnify the Alliance Partner against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise

#### **4. Breach**

4.1 In the event of any breach of these Terms and Conditions by any Card Member;

- (i) Notwithstanding any other provision of these Terms and Conditions the Card Member shall remain liable for any loss directly or indirectly resulting from such a breach; and
- (ii) The Card Member shall be liable to pay the Alliance Partner, upon demand, all amounts outstanding from the Card-Member to the Alliance Partner, whether due and payable to the Alliance Partner at the date of such demand or not.

#### **5. Termination**

- 5.1 The Card Member may at any point of time, by notice in writing to the Alliance Partner, request for termination of the Card Account. Such a notice shall not take effect till the Credit Card has been defaced by cutting off the top right hand corner ensuring that both the hologram and magnetic stripe have been cut, and has been received by the Alliance Partner. Save as aforesaid, neither the Card Account nor any Credit Card shall be terminated.
- 5.2 In the event any Charges are incurred on the Credit Card after the Card Member claims to have destroyed the Credit Card, the Card Member shall be entirely liable for charges incurred on the Credit Card, whether or not the same are the result of the misuse and whether or not the Alliance Partner has been intimated of the destruction of the Credit Card.
- 5.3 The Alliance Partner and/ or Development Credit Bank may at any time, with or without notice, as to the circumstances in it's absolute discretion require, terminate the Card Account or any Credit Card.
- 5.4 On termination of the Card Account and notwithstanding any prior agreement between the Alliance Partner and the Card Member and/ or between Development Credit Bank and the Card Member to the contrary: (A) the total of all charges then outstanding, whether or not already reflected in the Statement and, (B) the amount of any Voluntary Charges incurred after termination (with effect from the date of relevant Transaction Instruction) shall become forthwith due and payable by the Card Member as though they had been so reflected, and interest will accrue thereon as applicable from time to time.

#### **6. Charges and Payment**

6.1 Charges comprise each of the following:

##### 6.1.1 Voluntary Charges

- (i) The amount of any purchase of goods and /or service made by a Transaction Instruction
- (ii) The amount of any cash advance provided pursuant to a Transaction Instruction
- (iii) Any amount, which the Card Member has requested the Alliance Partner to debit the Card Account by virtue of a Transaction Instruction

##### Involuntary Charges

- (iv) Any fees charged by the Alliance Partner in respect of a Card Account or a Credit Card, including joining, annual, replacement, renewal, handling, late payment and other fees.

6.1.2 The Joining /Annual fees will be debited to the Card Account at the Alliance Partner's prevailing rates. These fees are non-refundable.

6.1.3 An annual fee towards renewal of membership is payable by the Card Member on or before the first anniversary of the Credit Card.

6.1.4 Service charges on specific types of transactions as decided by Alliance Partner from time to time may be levied.

- 6.1.5 The method of computation of Involuntary Charges will be as notified by the Alliance Partner from time to time.
- 6.1.6 The Alliance Partner's record of the amount of any charge specified herein above, shall, in the absence of manifest error, be final and binding on the Card- Member, and shall be conclusive in any case where the Alliance Partner has effected any payment pursuant to a Voluntary Charge.
- 6.1.7 All statutory taxes, service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Card) and 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 Card.
- 6.1.8 Delayed or Amended Charges
- a) A Merchant may process delayed or amended charges if the Card Member has consented to be liable for delayed or amended charges for a Hotel, Car Rental Company, or Cruise Line Transaction.
  - b) A delayed or amended charge must be processed to the Card Member's account within 90 calendar days of the Transaction date of the related Transaction.
  - c) These services 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 purchase aboard a Cruise Line vessel.
- 6.1.9 Charges in Foreign Currency: In respect of Cards other than Global Cards the Alliance Partner and/or Development Credit Bank shall not be bound to take cognisance of, and shall not be liable in any manner whatsoever in respect of any charges incurred in the territories other than Nepal & Bhutan which are incurred in foreign currency. Without prejudice to the aforesaid, any payment of such charges made by the Alliance Partner will be with full recourse to the Card Member, and shall not be considered as absolving the Card Member of any liability in relation to incurring of such charges or payments thereof by the Alliance Partner. The Alliance Partner and Development Credit Bank shall be fully indemnified and held harmless against all consequences of such payments, by the concerned Card Member.
- 6.1.10 Transactions with Airlines / Railways: When a ticket is booked with a Credit Card, the Card Member shall have to pay for the purchase of the ticket subject to any additional charges, if applicable. For any ticket subsequently cancelled the amount shall only be credited to the Card Account (less cancellation charges) as and when credit for the same is received by the Alliance Partner. However, on successful submission of the credit charge slip by the Card Member within 150 days from the date of cancellation & enclosing a letter confirming the date of purchase & the date of cancellation along with a copy of the Statement where the debit has appeared for the purchase of the tickets, the credit shall be posted to the Card Member's Credit Card Account. A Transaction fee as applicable shall be levied. (For details please refer to the Tariff Annexure).
- 6.1.11 Transactions at Fuel Stations: When the Card Member uses the Card to pay for fuel, he/she shall be charged a transaction fee as mentioned in the Tariff Annexure.
- 6.1.12 The Card Member shall become liable as soon as a Charge has been incurred by use of the Credit Card. If there are any outstanding (whether billed or not) remaining unpaid as on a Payment Due Date then such outstanding shall bear and carry such Charges as specified in the Tariff Annexure. The charge is computed on an average daily balance method and will be levied from either of the following dates: Where the charge is in respect of purchase of goods or services, from the date of it being included in the records of the Alliance Partner. Where the charge is in respect of withdrawal of cash, from the date of such withdrawal up to the date of receipt of payment by Alliance Partner.
- 6.1.13 Without prejudice to the other rights of the Alliance Partner hereunder, in case of delay in payment, the Alliance Partner reserves the right to withdraw the Credit Card privileges by instructing the Merchant Establishments not to honour the Credit Card. The Card Member accepts that, at its sole discretion, the Alliance Partner or its appointed representatives/agents, may at any time follow up with him/her for payment against charges earlier incurred on the Card. The Card Member also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by the Alliance Partner for related and incidental matters including, charges for renewal/ replacement of a Card, for duplicate statement/ charge-slip, transaction fee for cash advance, collection charges for outstation cheques, penal fees for returned

payments and like expenses, and in the event of legal action initiated, all legal expenses and decretal amount with interest.. For details on Charges refer Tariff Annexure.

6.1.14 Without prejudice to the liability of the Card Member to immediately pay all Charges on or before the Payment Due Date, as communicated in the Statement, the Card Member may exercise the option to pay on or before the Payment Due Date, only the Minimum Amount Due (MAD) indicated in the Statement. The MAD shall be 5% of the Total Amount Due, or such other amount as may be determined by the Alliance Partner at its sole discretion. If there is some unpaid MAD of the previous Statements, these will also be added to the MAD of the current Statement. If the total outstanding is more than the Credit Limit, then the amount by which the Credit Limit has been exceeded will also be included in the MAD. If the Card Member's Cash Withdrawal exceeds his Cash Limit then his MAD shall be either 5% of the Total Amount Due or the amount by which the Card Member has exceeded his Cash Limit, whichever is higher. In cases where only the MAD has been paid, interest would be charged on the remaining amount of the Total Amount Due from the date of the transactions. Where such an option to pay only MAD is exercised by the Card Member, the same shall additionally be subject to the following special terms and conditions:

a) On receipt of the Statement, the Card Member can make the payment in any of the following ways, by way of Cash, Cheque, Draft or payment instructions, to the Alliance Partner for the Total Amount Due ("TAD") as indicated in the Statement or an amount equal to or more than the Minimum Amount Due ("MAD") by the Payment Due Date.

b) All charges incurred by the use of the Card shall bear and carry a service charge in the manner as stated under (clause (H) above).

c) If payment is made for the MAD or for any amount less than the TAD, interest and service charges will be applied on the total outstanding amount from the date of purchase, and on fresh purchases that are incurred subsequently, till subsequent Payment Due Date. In addition to the charges as stipulated hereinabove, MAD remaining unpaid after the Payment Due Date will attract a late payment charge.

Any MAD or portion thereof that has been paid shall cease to attract interest after the Payment Due Date if the same has been received by Alliance Partner from the Card Member.

\* Alliance Partner may, at its sole discretion, at any time, without prior notice, withdraw the option to pay only the MAD as described in the foregoing clauses, in relation to any Card Member.

Credit-Limit that may be assigned to a Card Account, must not be exceeded at any time. However, if the total outstandings exceed the Credit-Limit, an additional charge shall be levied on the excess amount. The Card Member shall be entitled to apply for a review / enhancement / reduction of the Credit-Limit, upon completion of 12 months of his membership. Alterations upon such review, if any, of the Credit Limit will be at the sole discretion of the Alliance Partner. Alliance Partner shall be entitled to review (including enhancement or reduction) of the Credit Limit assigned on the Card and enhancements, if any, to the Credit Limit, shall be effected by the Alliance Partner, subject to the consent of the Card Member.

Note: If the payment for the TAD is received by the Alliance Partner on or before the Payment Due Date, no service charge shall be levied. However, all cash transactions and drafts will attract a service charge at the prevailing rate from the date of transaction until the payment for the same is received by the Alliance Partner.

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6.1.19 The Alliance Partner may, at its sole discretion, at any time, without prior notice, withdraw the aforesaid payment option of payment made vide MAD in relation to the outstandings of the Card Member.

Alliance Partner will be entitled, but not bound, to give effect to any instructions given by the Card Member to effect his Credit Card payments by crediting his Card Account and debiting, with like amount, such other account as may have been established by the Card Member with the Alliance Partner. The whole of the outstanding balance on the Card Account, together with the amounts of any outstanding Card transactions, effected but not yet charged to the Card Account, shall become immediately due and payable in full, by the Card Member, his successors, nominees, legal heirs in the event of his death (after adjustment of Credit Shield benefit\*) or insolvency or winding up of the business of the Card Member.

The Card Member expressly accepts that if he fails to pay any money when due, or which may be declared due prior to the date when it would otherwise have become due, or commits any default or breach of the Terms and Conditions of the Card, then, the Alliance Partner shall, at its sole discretion, without prejudice, exercise all or any of its rights and remedies available to it in these Terms and Conditions and/or applicable laws.

## **7. Cash Withdrawal**

- 7.1 The Card Member can use the Card to access emergency cash from teller counters/Automated Teller Machines (ATMs) of select Alliance Partner and/or Development Credit Bank locations or correspondent banks/other locations as decided periodically by the Alliance Partner.
- 7.2 The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as specified by the Alliance Partner for each Card Member. The Card Member is advised to retain the record of the transaction, generated by the ATM, with him/her. A transaction fee would be levied on all charges and would be billed to the Card Member in the following Statement. In addition, all Cash Withdrawals will also attract a service charge calculated on an average daily outstanding balance method from the date of withdrawal. This service charge shall be debited to the Card Account at the Alliance Partner's prevailing rate. The transaction fees and service charges as mentioned above are non-refundable.

For details on charges refer Tariff Annexure.

## **8. Draft on Phone**

- 8.1 Request for issue of Drafts can be made on the Card-Account over the telephone through the Alliance Partner's Customer Care Centre. This facility is subject to Terms and Conditions as stipulated by Alliance Partner
- 8.2 All drafts will be issued only for amounts not exceeding the available Cash-Limit and a transaction fee would be levied on all drafts and would be billed to the Card Member in the following Statement. In addition to the transaction fee, all drafts will also attract a service charge and shall be payable from the date of issuance of the draft to the date of repayment by the Card Member. The service charge will be debited to the Card Account at Alliance Partner's prevailing rate. The transaction fees and service charges as mentioned above are non-refundable.

For details on charges refer Tariff Annexure.

- 8.3 Alliance Partner and/ or Development Credit Bank reserve the right to discontinue this facility at anytime without prior notice and without liability to the Card Member.
- 8.4 The draft once issued will be mailed /couriered to the Card Member's mailing address. While every effort will be made to deliver the draft within 4 working days from the time the request is received by Alliance Partner 24-Hour Customer Care Centre, no assurance in this behalf is held out.
- 8.5 Alliance Partner and Development Credit Bank will not be responsible on account of non-delivery or delays in delivery or non-receipt of Drafts. If a Draft is lost or is to be cancelled, the Alliance Partner's Customer Care Centre must be informed immediately. Alliance Partner will refund the principal of the draft only through credit to the Card Account after

receiving a duly filled indemnity (in a form acceptable to Alliance Partner) from the Card Member. For drafts to be cancelled the draft must be returned and a cancellation charge will be levied.

If a draft is lost/stolen, Alliance Partner and/ or Development Credit Bank shall not be responsible for replacement or compensation.

## **9. Lost, Stolen or Misused Credit Cards**

- 9.1 If a Credit Card is lost or stolen, the Card Member must report this loss at the Alliance Partner 24-Hour Customer Care Centre. However, in case of loss of the Credit Card due to theft the Card Member must also file a report with the local police station and send a copy of the same to Card Operation Office of the Alliance Partner. Alliance Partner 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 Card Member.
- 9.2 Card Members shall take cognisance of the fact that once a Credit Card is reported lost, or stolen or damaged, the Credit Card cannot be used again, even if found subsequently. The Card Member declares that if a Credit Card is reported lost or stolen, and is subsequently found, the same shall be promptly cut in 4 pieces and returned to the Alliance Partner for cancellation. The Card Member is responsible for the security of the Credit Card and shall take all steps towards ensuring that the Credit Card is not misused. In the event that the Alliance Partner determines that the aforementioned steps are questionable, financial liability on the lost, stolen or damaged Credit Card would rest with the Card Member and could even result in cancellation of the Card-Account..
- 9.3 No liability shall attach to the Card Member for any unauthorized transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon Alliance Partner having suspended the Card Account. Liability of any transaction made on the Card post reporting its loss/ theft/ damage shall fall upon the Alliance Partner. 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, Alliance Partner shall reserve the right to ascertain the time and/ or the authenticity of the disputed transaction

## **10. Exclusion of Liability**

- 10.1 Without prejudice to the foregoing, the Alliance Partner and Development Credit Bank shall be under no liability whatsoever to the Card Member in respect of any loss or damage arising directly or indirectly out of:
  - (a) Any defect in any goods or services supplied ,
  - (b) The refusal of any person to honour or accept a Credit Card,
  - (c) The malfunction of any computer terminal,
  - (d) The giving of Transaction Instruction other than by a Card Member,
  - (e) Any statement made by any person requesting the return of the Credit Card or any act performed by any person in conjunction,
  - (f) Handing over of the Credit Card by the Card Member to anybody other than designated employees of the Alliance Partner,
  - (g) Alliance Partner exercising its right to demand and procure the surrender of the Credit Card prior to the expiry date exposed on its face, whether by the Alliance Partner, or any person or computer terminal,
  - (h) The exercise by the Alliance Partner of its right to terminate any Credit Card or the Card Account,
  - (i) Any injury to the credit character and reputation of the Card Member alleged to have been caused by the repossession of the Credit Card and/or, any request for its return or the refusal of any Merchant Establishment/mail order establishment to honour or accept the Credit Card,

(i) Any mis-statement, misrepresentation, error or omission in any details disclosed by the Alliance Partner.

10.2 In the event a demand or claim for settlement of outstanding dues from the Card Member is made, either by the Alliance Partner or any person acting on behalf of the Alliance Partner, the Card Member agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Card Member, in any manner.

## 11. Balance Transfer Facility

**"Facility"** means transfer, at the sole discretion of the Alliance Partner, of such amount of the outstanding balances on Card Member's other bank's credit cards to Card Member's Card provided / agreed to be provided by the Alliance Partner, not exceeding the available Credit-Limit.

**"Easy BT"** means the Facility in the event the Card Member converts the mode of repayment of the Facility into Equated Monthly Installments.

**"EMI"** or "Equated Monthly Installment" means the equated monthly installment of the amounts payable by the Card Member to the Alliance Partner in respect of the Facility, comprising of principal amount of the Facility and interest thereon.

11.1 Under the Balance Transfer facility, the Alliance Partner shall at its sole discretion, permit the Card Member to transfer all or part of his/her outstanding balances on Credit Cards, other than cards issued by the Alliance Partner, to his/ Credit Card Account.

11.2 The Alliance Partner shall send the demand draft to the mailing address of the Card Member, favouring the other Issuer for crediting the Card-Account of the Card Member with such other Issuer for the approved transfer amount.

11.3 The Alliance Partner shall not be liable for any overdue payments or service charges incurred by the Card Member in respect of his/her other Credit Cards. The Card Member should continue to make payments until he/she receives the confirmation in a future Statement that his/her Card-Account with the other Credit Card Company has been credited.

11.4 The Facility shall be available to the Primary Card Member as well as the Supplementary Card Member, subject to the available Cash- Limit and/or Credit-Limit and will be provided to the Card Member requesting the facility. The Cash-Limit and/or the Credit-Limit on the Card will be blocked by the amount of the Facility granted to the Card Member. The Card Member shall be required to pay a non-refundable processing fee on the Facility up to the percentage specified by the Alliance Partner to the Card Member as specified in the Tariff Annexure. Service tax shall be applicable on the processing Fee and interest amount as per the Alliance Partner's prevailing rates. Such amount shall be reflected in the Statement for the particular month.

### 11.5 Repayment:

In case of the Facility being Easy BT, the Card Member shall repay the Facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by the Alliance Partner to the Card Member at the time of making the offer for the Facility and as also as communicated to the Card Member thereafter. The interest calculation will start from the time the request regarding Easy BT has been confirmed from the Card Member. The amount of the EMIs together with other details of the Facility (including rate of interest) shall be also communicated to the Card Member at his/her mailing address.

The amount of EMI due for a particular month shall subsequently be reflected in the Statement of that particular month. The Alliance Partner shall be entitled / is authorised by the Card Member to debit the Card Account of the Card Member on a monthly basis for the amount of EMI due for that particular month, as has been intimated to the Card Member through the Statement. Upon repayment by the Card Member, the Cash Limit / Credit Limit shall be reinstated to the extent of the amount of EMI repaid by the Card Member.

The Card Member shall be required to pay the entire amount of the EMI for a particular month on the Payment Due Date, as indicated in the Statement and the same shall not be permitted to be carried

forward/included in the next Statement. In the event the payment is not made by the Payment Due Date as specified, it shall be construed as a default by the Card Member and Card Member shall become liable to pay the amount together with the interest as may be leviable on his Facility and late payment charges, as specified in the Tariff Annexure.

The amount of the Facility in cases other than Easy BT shall form part of the Total Amount Due and/or EMI amount due and shall be repayable in the manner as provided herein.

**Foreclosure Of Facility:**

In case of the Facility being Easy BT, if the Facility is foreclosed/ terminated before the tenure of the repayment of the Facility, the amount of the Facility outstanding at the time of foreclosure/termination together with all interest thereon and all other monies in respect of the Facility shall become repayable by the Card Member immediately.

The Card Member may foreclose the Facility at any time by contacting the Alliance Partner's Customer Care Centre to avail of the foreclosure. The Card Member shall pay such foreclosure charges as may be indicated by Alliance Partner in the communication sent to the Card Member at the time of granting the Facility.

The Alliance Partner shall, without prejudice to all rights and remedies, have the right to call upon the Card Member to forthwith repay the Facility, all interest thereon and all other monies in respect of the Facility upon occurrence of event of default in payment of EMI for two consecutive months and the Card Member shall be liable to repay all such amounts upon such demand.

**Cancellation Of Facility:**

The Card Member may cancel the Facility within 15 days of granting the Facility, by contacting the Alliance Partner's Customer Care Centre. Such cancellation shall be subject to return of the demand draft at Credit Card Operations, Empire Complex, 2nd Floor, 414, S. B. Marg, Lower Parel, Mumbai - 400013. and non-encashment of the demand draft by the Card Member or the beneficiary.

**12. Supplementary Card**

- 12.1 Upon receipt of a request by the Primary Card Member for issuance of an add-on Card to the family member(s) of the Primary Card Member, the Alliance Partner shall at its sole discretion issue a Supplementary Card to the family members of the Primary Card Member on as per these Terms and Conditions.
- 12.2 The usage of the Supplementary Card shall be deemed acceptance of these Terms and Conditions.
- 12.3 The holder of any Supplementary Card and the Primary Card Member, authorising its issuance, are jointly and severally bound /liable by these Terms and Conditions / for payment, however it shall be the Primary Card Member's responsibility to ensure payment of all charges due and payable under the Supplementary Card.
- 12.4 The facility of a Supplementary Card, being a special facility at a concessional fee/rate, continuation of the Membership of the Supplementary Card Member will be solely dependent on the continuation of membership of the Primary Card Member.

**13. Billing**

13.1 All Card-Members will be billed on a monthly basis for all charges incurred by the use of Credit Card and for all charges applicable to the Card-Account. However there may be no Statement generated for the period in which there has been no outstanding due and no transaction on the account in the past month.

13.2 In the event of non-receipt of the Statement, for any reason whatsoever, there being no delay on part of the Alliance Partner in dispatching them, the Card Member shall pay the Alliance Partner 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 the Alliance Partner's Customer Care Centre.

#### **14. Payment**

- 14.1 On receipt of the Statement, the Card Member must send his /her payment, using a local cheque, to the Alliance Partner for the Total Amount Due as indicated in the Statement or an amount equal to or more than the MAD by the Payment Due Date. Any credit given in respect of the purchase of goods and / or services will be applied by the Alliance Partner to the Card Account only after the Alliance Partner receives the notification in an acceptable form.
- 14.2 The Alliance Partner will be entitled, but not bound, to give effect to any instructions given by the Card Member to effect his /her Credit Card payments by crediting his/her Card Account and debiting, with like amount, such other account as may have been established by the Card Member with the Alliance Partner.
- 14.3 The whole of the outstanding balance on the Card Account, together with the amounts of any outstanding Credit Card transactions, effected but not yet charged to the Card Account, shall become immediately due and payable in full to the Alliance Partner, by the Card Member, his/her successors, nominees, legal heirs in the event of his/her death (after adjustment of Credit Shield benefit) or insolvency or winding up of the business of the Card Member.
- 14.4 In the event of non-receipt of the Statement, for any reason whatsoever, the Card Member undertakes to pay the Alliance Partner the sum total of all dues calculated by using copies of the charge slips in his/her possession.
- 14.5 The Card Member expressly accepts that if he / she fails to pay any money when due, or which may be declared due prior to the date when it would otherwise have become due, or commits any default breach of the Terms and Conditions herein with the Alliance Partner, under which the Card Member is enjoying any financial/credit/other facility, then, the Alliance Partner shall, at its sole discretion, without prejudice, exercise all or any of its rights as set out in these Terms and conditions.
- 14.6 Any notice concerning payments given by the Alliance Partner hereunder will be deemed to have been received by the Card Member within seven (7) days of mailing to the Card Member's mailing address last notified in writing to the Alliance Partner. Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. The Alliance Partner shall not be held accountable for delays in receipt of notices. Alliance Partner shall also be entitled to disclose information relating to the aforesaid default as specified under these Terms and Conditions.

#### **Terms For Instant Merchant Based Installment Program**

**"EMI" or "Equated Monthly Installment"** means the equated monthly installment of amounts payable by the Card Member to Alliance Partner comprising of principal amount, interest and any/ or other charges, if applicable.

**"Instant EMI"** refers to the conversion into EMI upon request by the Card Member, of transactions performed using the Card at Alliance Partner's EDC (Electronic Data Capture) terminal and/or for such online transactions, where the option for such conversion is available.

Alliance Partner shall be entitled to, at its sole discretion, make available to individual Card Member, Instant EMI on the Credit Card, without prejudice to the obligation of the Card Member to make immediate payment on the incurring of the Charge, the Card Member may, seek to avail of the option of paying for certain purchases through Equated Monthly Installments (EMIs) as will be informed to the Card Member by Alliance Partner's Customer Care Centre and as indicated in the Statement sent to the Card Member which shall be subject to the following terms:

- (i) Once a Card Member has opted for payment by Instant EMIs, any subsequent change will attract a pre-closure charge as may from time to time as fixed by Alliance Partner depending upon the nature of the purchase;
- (ii) In case any portion of the billed and outstanding charges are not permitted to be paid in Instant EMIs and such portion is not paid by the Payment Due Date, the same will bear and carry an interest, service charge and late payment charge at the rate and in the manner stated in herein;
- (iii) The Instant EMI facility will be available with respect to the Credit Card which presently comprise of the following purchases, viz.,
  - (a) New purchases at Merchant Establishment;

- (b) Conversions of past purchases at Merchant Establishment through Alliance Partner's Customer Care Centre.
- (iv) The Instant EMI facility is available to the Card Member at Alliance Partner's sole discretion and such facility will be available:
  - (a) for such period and at such Merchant Establishments as Alliance Partner may decide;
  - (b) the interest component of the Instant EMIs will be Card Member and Merchant specific as decided by Alliance Partner;
  - (c) the amount of down payment, the amount of transaction fee, the tenure for the payment of Instant EMIs and other payment particulars will be Card Member and Merchant specific as Alliance Partner may decide.

## **15. Returned Payments**

- 15.1 In case the cheque, or any other payment instrument given by the Card Member, towards payment of his/ her Card-Account dues is not honoured, or must be returned to the Card Member because it cannot be processed, the Alliance Partner reserves the right to proceed legally against the Card Member and would at its sole discretion levy a penal fee and/or temporarily/permanently cancel the Credit Card.
- 15.2 The Card Member will be liable to pay the Cheque Return Charges and Late Payment Charges or any other charges as may be decided by Alliance Partner.  
(For details on charges refer Tariff Annexure.)

## **16. Disputes**

- 16.1 Any charge-slip, or other payment requisition, received by the Alliance Partner for payment shall be conclusive proof that the charge recorded on such a charge-slip or other requisition, was properly incurred by the Card Member, unless the Credit Card is lost, stolen or fraudulently misused, the burden of proof for which shall be on the Card Member. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Card Member at a Merchant Establishment by use of the Credit Card which is not recorded as a Charge.
- 16.2 Signature of the Card Member on such charge-slips together with the Credit Card number noted thereon shall be conclusive evidence of the liability incurred by the Card Member. In case of facilities availed of through the Alliance Partner's Customer Care Centre access to the Alliance Partner Customer Care Centre by using the Password/User-id / APIN will be conclusive proof of the Card Member effecting the transaction. The Alliance Partner shall not be required to ensure that the Card Member has duly received the purchased goods or services. Should the Card Member choose to disagree with a charge indicated in his/her Statement, the same should be communicated to reach the Alliance Partner within twenty (20) days of receipt of the Statement, failing which it would be construed that all Charges indicated in the Statement are in order.

## **17. Security**

In case of a Secured 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 are mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Credit Card by the Card Member will be secured by way of pledge/hypothecation of such securities as approved by Alliance Partner standing in the name of the Card Member singly or jointly with any other person or securities standing in the name of the third party, in the form and manner as prescribed by the Alliance Partner. The Card Member shall execute all such documents in the form and manner satisfactory to the Alliance Partner for perfecting the security. Costs involved in creation of security including stamp duty, etc. shall be borne by the Card Member.

## **18. Collections**

The Card Member hereby unconditionally agrees and confirms that the Alliance Partner has a right, to appoint agents for

recovery of outstandings, or to initiate any action allowed by law for recovery of money owed to the Alliance Partner. The Card Member shall be liable for all costs associated with the collections of dues, legal expenses and decretal amounts with the interest, should it become necessary to refer the matter to any agent or where legal resources for enforcement of payment have been deployed.

#### **19. Quality of Goods & Services**

The Alliance Partner and Development Credit Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Member from Merchant Establishment, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Member. It must be distinctly understood that the Credit Card is purely a facility to the Card Member to purchase goods and/or avail of services, the Alliance Partner and/ or Development Credit Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Member with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Card Member of his/her obligation to pay all the Charges and the Card Member agrees to pay promptly such Charges.

#### **20. Credit Transaction**

A debit for a purchase and a subsequent credit for cancellation of goods/ services like air / rail tickets are two separate transactions. The Card Member must pay for the purchase transaction as it appears in the Statement to avoid any additional charges being levied. On cancellation the refund will only be credited to the Card Account (less cancellation charges) as and when received by the Alliance Partner. However, on successful submission of credit charge slip by the Card Member, the credit shall be posted to the Card Member's account. If the credit is not posted to the Card Account within a reasonable time, the Card Member must notify the Alliance Partner.

#### **Charges Made In Foreign Countries**

The Card Member declares that the Credit Card issued to him, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time. In the event the Card Member exceeds his entitlements as per the exchange control guidelines of RBI, the Card Member shall bring the same immediately to the notice of the Alliance Partner in writing. 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 Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by the Card Member, he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the Card facility either at the Alliance Partner's instance or by RBI. The Alliance Partner 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 Alliance Partner and/ or Development Credit Bank becoming aware of the Card Member exceeding his entitlements. All charges in foreign currency will be billed in the Card Member's Statement in Indian rupees. The Alliance Partner shall be entitled to convert charges incurred in foreign currency to the Indian rupee equivalent thereof at such rate as Alliance Partner may from time to time deem to be the existing rate.

The Alliance Partner and Development Credit 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 Alliance Partner becoming aware of the Card Member exceeding his entitlements.

All charges in foreign currency will be billed in the Card Member's billing statement in Indian Rupees. The Card Member hereby authorises the Alliance Partner to convert charges incurred in foreign currency to the Indian rupee equivalent thereof at such rate as the Alliance Partner may from time to time designate.

## 21. Closure of Card account

21.1 The Alliance Partner at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Credit Card and/or cancel the Credit Card at any time without giving any notice or assigning any reason thereof. In case of a temporary withdrawal, the privileges may be reinstated by the Alliance Partner at its sole discretion. In case of a permanent withdrawal, the Alliance Partner has a right to refute membership to the Card Member permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card.

**21.2 Notices :** All notices or other communications under or in connection with these Terms and Conditions including all amounts due from the Card Member shall be given in writing to Development Credit Bank Ltd , Corporate Office, 301 Trade Plaza, 414 Veer Savarkar Marg, Prabhadevi, Mumbai - 400025

21.3 and, unless otherwise stated may be made by letter or facsimile.

Any such notice or other communication will be deemed to be effective:

(i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and

(ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

Provided, however, that no notice or communication shall be effective unless actually received and acknowledged by Development Credit Bank.

Notices or communication by the Alliance Partner and/ or Development Credit Bank may be made to: (i) the Card Member's address or facsimile number as recorded in Development Credit Bank records and to which notices / communications are to be sent (as specified in the Application Form), and (ii) Development Credit Bank's zonal / regional / branch /office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated to the Card Member by Alliance Partner in writing.

In the event of any failure by the Card Member to notify the Development Credit Bank in writing of any changes in its contact address or details, service of a notice/ correspondence to the address specified in the Application Form or last given by the Card Member shall be deemed to be proper and sufficient service on the Card Member irrespective of whether or not such notice shall be returned "unserved". A notice published in the newspaper available in the area of residence or work of the Card Member shall be sufficient notice to the Card Member from the date of its publications; provided however, a notice in a newspaper shall not be effective against Development Credit Bank unless acknowledged by Development Credit Bank.

The Card Member agrees to surrender the Credit Card to the Alliance Partner, or its representative upon being requested to do so. Use of Credit Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Member to legal proceedings.

### 21.3 Changing These Terms And Conditions

Alliance Partner shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full.

Alliance Partner may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by the Alliance Partner.

The Card Member shall be responsible for regularly reviewing these Terms and Conditions including

amendments thereto as may be posted on the Website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card.

Any change in the Terms and Conditions (other than interest charges and rates) shall be communicated to the Card Member, in the manner as aforesaid, with a one month prior notice before the date of their implementation.

The Card Member may cancel the Card in the event there are any charges in the Terms and Conditions that may be not acceptable to him/ her. The cancellation of the Card by the Card Member shall be subject to the Card Member repaying all the outstanding dues on the Card.

## **24. ALLIANCE PARTNER CREDIT CARD REWARDS**

### 24.1 Definitions:

24.1.1 **"Scheme"** shall mean the reward scheme of Alliance partner.

24.1.2 **"Credit Card reward points"** shall mean points awarded under the Scheme.

24.1.3 **"Delinquent Account"** shall mean an account in which payment has not been made as specified in the Payment Clause.

24.1.4 **"Effective Date"** shall mean the date from which the Scheme commences, which shall be communicated by Alliance partner from time to time.

24.1.5 **"Scheme Termination Date"** shall mean the date on which the Scheme ends, which shall be communicated by Alliance partner.

24.1.6 **"Valid Charge"** means a charge incurred by the Card Member for purchases of goods or services on the Card and any other charge as may be included by Alliance partner from time to time for the purpose of this Scheme.

24.2 The Scheme shall come in force from the Effective Date and will be available only to Card Members holding the Card on and after the Effective Date. The Scheme shall not be applicable for Card Members with Delinquent Accounts as on the Effective Date of the Scheme or subsequently for any Card Accounts that become delinquent during the tenure of the Scheme.

24.3 Under the Scheme Alliance partner shall award reward points for valid charges incurred by the Card Member on the Card. Alliance partner shall also at its sole discretion award additional reward points to the Card Member. The Credit Card reward points, as earned by the Card Member, shall be indicated in the monthly statement sent to the Card Member. The Card Member can redeem his accumulated reward points against redemption offers made by Alliance partner from time to time. On redemption, the Credit Card reward points so redeemed will automatically stand reduced from the accumulated Credit Card reward points in the Card Account. If anytime before the Scheme Termination Date the use of the Card is withdrawn, or cancelled, or is liable to be cancelled, or the Card Account is termed as a Delinquent Account, all Credit Card rewards points then standing to the credit of the Card Member shall ipso facto stand immediately and automatically cancelled. These cancelled Credit Card reward points shall not be credited to the Card Account even if the membership is reinstated. At the end of the Scheme Termination Date, the Credit Card reward points standing to the credit of the Card Member which have not been redeemed within the stipulated time as defined by Alliance partner from time to time shall lapse automatically. Computation of Credit Card reward points shall be final, conclusive and binding on the Card Member and will not be liable to be disputed or questioned. Any tax or other liabilities or charges payable to the government or any other authority or body or any participating Merchant Establishment which may arise or accrue to the Card Member by redemption as aforesaid or otherwise as a result of the Scheme, shall be to the sole account of the Card Member. Nothing contained in the Scheme shall be construed as a binding obligation on Alliance partner or any participating Merchant Establishment to continue the Scheme after the Scheme Termination Date or to substitute the Scheme by similar or a new Scheme.

Participation in the Scheme is voluntary and all charges are deemed to be voluntarily incurred by a Card Member in normal course of Card usage. The Card Member will not hold Alliance partner responsible for any actions, claims, demands, liabilities, losses, damages, costs, charges or expenses which a Card Member incurs in normal course of Card usage. The Terms of the Scheme shall be in addition to and not in derogation of these Terms and Conditions. In addition to the terms and conditions, the terms and conditions mentioned in the rewards' booklet will also apply. A copy of the rewards' booklet

and additional terms and conditions will be available on request. Alliance partner expressly reserves the right, at any time and without prior notice to the Card Member, to add to and /or alter, modify, change or vary all or in part, the Scheme, or withdraw it altogether. All disputes, if any, arising out of or in connection with, or as a result of the Scheme or otherwise relating hereto, shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai only.

## **25. Disclosures**

The Card Member undertakes and authorises Development Credit Bank, Alliance Partner, their Group Companies to exchange, share or part with all the information, data or documents relating to his/her application to other Development Credit Bank / Alliance Partner Group Companies / banks / financial institutions / credit bureaus / agencies / regulatory authorities / statutory bodies /tax authorities /Central Information Bureaus/ such other persons as Alliance Partner / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other banks / financial institutions / credit providers / users registered with such persons and shall not hold Development Credit Bank / Alliance Partner / their Group Companies liable for use of this information.

In case the Card Member commits a default in payment or repayment of principal amount of any financial assistance/facilities/ financial/credit facility or interest/charges due thereon, Development Credit Bank or Alliance Partner and / or the RBI will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/ or its directors/partners/ Supplementary Card Members, as applicable, as defaulters in such manner and through such medium as Development Credit Bank or Alliance Partner or RBI in their absolute discretion may think fit.. Development Credit Bank or Alliance Partner shall disclose information relating to credit history/repayment record and/or days past due status of the Card Member in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau (specifically authorized by RBI) through Statements.

Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. Alliance Partner may report to other banks or financial entities any delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Card Member or his / her family members), Alliance Partner may, after 15 days prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall be immediately payable by the Card Member. Alliance Partner shall not be obliged to disclose to the Card Member the name of the bank or financial entity, from where it received or to which it disclosed information.

## **26. Debt Assignment**

The Alliance Partner shall have the right to transfer, assign and sell in any manner, in whole or in part, the Credit Card outstandings and dues to any third party of its choice without reference or intimation to the Card Member. Notwithstanding any such sale, assignment or transfer, the Alliance Partner shall be fully empowered to proceed against the Card Member. The Card Member shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstandings and dues.

## **27. Miscellaneous**

27.1 The Alliance Partner reserves the right to offer Card Members, whose accounts have been maintained in good standing as per the credit norms of the Alliance Partner, certain facilities, memberships and services at such fees and on such Terms and Conditions as it may deem fit. The Alliance Partner reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Card Member. Any termination of membership, because of a violation of these Terms and Conditions , shall result automatically in the termination of such facilities and services. The Alliance Partner or Development Credit Bank shall not be liable, in any way, to the Card Member, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by the Alliance Partner and/ or Development Credit Bank, or the Merchant Establishment or any other third party.

27.2 The Alliance Partner and / or Development Credit Bank reserves the right to use the information provided by the Card

Member on his/her application and during surveys, information from external sources, including consumer reports, for marketing activities carried out by the Alliance Partner/affiliates and /or Development Credit Bank. The Alliance Partner may use this information to develop mailing lists that may be used by companies with whom the Alliance Partner shall work to develop marketing offers for the Card Members

### 27.3

27.4 The details of all transactions recorded in the Card-Account of the Card Member may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Card Member and/or his / her family members, and for fraud prevention.

27.5 In addition to the general right to set off or other right conferred by law or under any other agreement, the Alliance Partner may, without notice, combine or consolidate the standing balance on the Card Account with any other account(s) which the Card Member maintains with the Alliance Partner and its Group Companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Card Member's liability to the Alliance Partner under his/her Card Account. Alliance Partner rights hereunder shall not be affected by the Card Member's bankruptcy, death or winding-up. It shall be the Card Member's sole responsibility and liability to settle all disputes/ objections with any such joint account holders. The Card Member shall forthwith notify the Alliance Partner of any change in his/her address for communication as stated in the application form for the Card. The Alliance Partner reserves the right to change the Card Member's address in its records if such change in address comes to the notice of the Alliance Partner. The responsibility shall be solely of the Card Member to ensure that the Alliance Partner has been informed of the correct address for communication, and the Alliance Partner / DCB disclaims all liability in case of an incorrect address resulting in any loss or liability for the Card Member.

The Card Member agrees to adhere to and comply with all such terms and conditions as the Alliance Partner or its Affiliates may prescribe from time to time for facilities/ services availed of by the Card Member and hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Alliance Partner or its Affiliates, for and in respect of such facilities/ services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by the Alliance Partner or its Affiliates for such facilities/ services, as may be prescribed from time to time.

## **28. Settlement of Disputes**

All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

## **29. Changing these Terms and Conditions**

Alliance Partner shall have the absolute discretion to amend or supplement any of the Terms and Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until the all amounts under the Card are repaid in full. Alliance Partner may communicate the amended Terms by hosting the same on the Website or in any other manner as decided by Alliance Partner. The Card Member shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the Website and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions (other than interest charges and rates) shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.

30.

Development Credit Bank Ltd  
Corporate Office  
301 Trade Plaza  
414 Veer Savarkar Marg  
Prabhadevi  
Mumbai - 400025