

### **The Card**

These **Terms and Condition** are for DCB NiYO Prepaid Cards issued to DCB NiYO Prepaid Cardholders by DCB Bank Limited a Banking Company incorporated under the Companies Act, 1956 (CIN L99999MH1995PLC089008) and having its Registered Office at 601 & 602, Peninsula Business Park, 6<sup>th</sup> Floor, Tower A, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 (“DCB Bank”). In these **Terms and Condition ‘you’ denote the DCB NiYO Prepaid Cardholder and DCB Bank denote the DCB Bank Limited.**

Please make sure you have read the DCB NiYO Prepaid Card Terms and Conditions carefully before using the DCB NiYO Prepaid Card. By using the DCB NiYO Prepaid Card you unconditionally and irrevocably accepting the terms and conditions listed hereunder and will be bound by them at all times and you accept the onus of ensuring compliance of the relevant Reserve Bank of India (RBI) Regulations framed by the Reserve Bank of India, as amended /modified from time to time and any other corresponding enactment/law in force from time to time.

### **Application**

The DCB NiYO Prepaid Cardholder acknowledges and understands that the DCB NiYO Prepaid Card is being issued to the Cardholder on the basis of his/her application.

### **DCB NiYO Prepaid Card Validity and DCB NiYO Prepaid Cardholder’s Obligations**

The DCB NiYO Prepaid Card is valid for 2 years from the date of manufacturing printed on the DCB NiYO Prepaid Card.

The issue and use of the DCB NiYO Prepaid Card shall be subject to the rules and regulations as issued by DCB Bank and Reserve Bank of India and other Regulators from time to time.

The DCB NiYO Prepaid Card shall be valid only for transaction options, as permitted by DCB Bank from time to time in India, at Point of Sale (POS), online transactions and all Rupay ATMs.

The DCB NiYO Prepaid Card will be at all times the property of DCB Bank and shall be returned to DCB Bank unconditionally and immediately upon DCB Bank’s request. The DCB NiYO Prepaid Cardholder is requested to ensure that the identity of the DCB Bank’s officer is established before handing over the DCB NiYO Prepaid Card.

The DCB NiYO Prepaid Card is non-transferable and/or non-assignable by the DCB Bank Prepaid Cardholder under any circumstances to anyone.

## **DCB NIYO PREPAID CARD TERMS AND CONDITIONS**

**DCB BANK**

You must sign on the reverse side of the Card immediately upon receipt. You must not permit any other person to use it and should safeguard the DCB NiYO Prepaid Card from misuse by retaining the DCB NiYO Prepaid Card under your personal control at all times.

The Personal Identification Number (PIN) issued to the DCB NiYO Prepaid Cardholder for use with the DCB NiYO Prepaid Card at POS, online transaction and Rupay ATMs or any other number chosen by the DCB NiYO Prepaid Cardholder as a PIN, will be known only to the DCB NiYO Prepaid Cardholder and is for the personal use of the DCB NiYO Prepaid Cardholder and is non-transferable, non-assignable and strictly confidential. A written record of the PIN should not be kept in any form, place or manner that may facilitate its misuse by a third party. The PIN should not be disclosed to staff of the Bank or to merchant establishments, under any circumstances by any means whether voluntary or otherwise.

The DCB NiYO Prepaid Cardholder's DCB NiYO Prepaid Card will be debited immediately with the amount of the withdrawal, transfer and other transactions effected by the use of the DCB NiYO Prepaid Card. Sometimes the times the transaction amount and / or tips, surcharge or exceptional transaction amount would be debited to your account subsequently / at a later date. The DCB NiYO Prepaid Cardholder will ensure that he/she has/had sufficient balance on the DCB NiYO Prepaid Card to meet any such requirements.

The DCB NiYO Prepaid Cardholder shall not be entitled to withdraw funds by the use of the DCB NiYO Prepaid Card in excess of the sufficient balance in the DCB NiYO Prepaid Card.

The DCB NiYO Prepaid Cardholder will be responsible for transactions effected by using the DCB NiYO Prepaid Card whether authorized by the DCB NiYO Prepaid Cardholder or not, and shall indemnify the DCB Bank against any loss or damage caused by the unauthorized use of the DCB NiYO Prepaid Card or related PIN, including any penal action arising there from on account of any violation of RBI guidelines or any other law being in-force in India notwithstanding the termination of this arrangement

You hereby undertake to destroy the DCB NiYO Prepaid Card on its expiry or closure by cutting it into several pieces through the magnetic strip. You may call DCB Bank 24 Hours Customer for DCB NiYO Prepaid card renewal, reissue or closure before expiry. DCB Bank reserves the sole right and discretion of renewing your DCB NiYO Prepaid Card account upon expiry.

The DCB NiYO Prepaid Cardholder will inform DCB Bank in writing about any irregularities or discrepancies that exist in the transaction details at an ATM or merchant establishment / online transactions within 7 days of the transaction processed. If no such notice is received during this time, DCB Bank will assume the correctness of transaction.

**Fees:**

Transaction fees for cash withdrawal, balance enquiry and, or other transactions wherever applicable, will be debited to the DCB NiYO Prepaid Card at the time of posting debit entry of the transaction amount or at the end of the day.

The charges / fees applicable on the usage of the DCB NiYO Prepaid Card maybe revised/changed by the DCB Bank and Finnew Solutions Private Limited from time to time without prior intimation to the DCB NiYO Prepaid Cardholder(s).

Any charges/fees appearing in this terms and condition does not include Service Tax and, or any other cess or taxes, the same may be collected in addition to such fees or charges as applicable from time to time.

**Lost or Stolen DCB NiYO Prepaid Card**

In the event that the DCB NiYO Prepaid Card is lost or stolen, the occurrence must be reported to DCB Bank 24 Hour Customer Care immediately by fastest means of communication followed with a written communication. A copy of the acknowledged police complaint must accompany the said written communication.

You hereby undertake to indemnify DCB Bank and Sienna fully against any liability / (civil or criminal), loss, cost, expenses or damage (including the attorney fees) that may arise due to loss or misuse of the Card in the event that it is lost / stolen and not reported to the Bank, or lost and misused before DCB Bank is informed. Provided you have in all respect complied with the terms and conditions, a replacement DCB NiYO Prepaid Card may be issued at the sole desecration of DCB Bank at the applicable fee.

If it is determined that you were grossly negligent or fraudulent in handling of the DCB NiYO Prepaid Card, DCB Bank would not entertain any request for refund/reimbursement of fraudulent usage of the lost/stolen DCB NiYO Prepaid Card. If any amount is credited to your DCB NiYO Prepaid Card based on your representation and, or any information provided by you, DCB Bank would recover the

amount from you without any prior notice. You hereby undertake to indemnify DCB Bank fully against any liability, loss, cost, expenses, damage that may arise due to your negligent or fraudulent handling of the DCB NiYO Prepaid Card.

Should you subsequently recover the DCB NiYO Prepaid Card, as it cannot be used, please destroy the DCB NiYO Prepaid Card by cutting it into several pieces through the magnetic strip.

### **Disputes**

In case of purchase transactions, a sales slip with the signature of the DCB NiYO Prepaid Cardholder together with the DCB NiYO Prepaid Card number noted thereon (by masking some of the digits for confidentiality reason) shall be conclusive evidence between DCB Bank and DCB NiYO Prepaid Cardholder as to the extent of the liability incurred by the DCB NiYO Prepaid Cardholder and neither DCB Bank shall be required to ensure that the DCB NiYO Prepaid Cardholder has received the goods purchased / availed of the service to the DCB NiYO Prepaid Cardholder's satisfaction.

DCB Bank shall make bonafide and reasonable efforts to resolve an aggrieved DCB NiYO Prepaid Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined the DCB NiYO Prepaid Cardholder within two (2) months of the receipt of notice of disagreement. If after such effort DCB Bank determines that the charge is correct, then it shall communicate the same to the DCB NiYO Prepaid Cardholder.

DCB Bank accepts no responsibility and liability for the refusal of any establishment/merchant to honor the DCB NiYO Prepaid Card.

This arrangement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive of jurisdiction of the courts of Mumbai in India irrespective of whether any court may have concurrent jurisdiction in the matter. The mere fact that any service can be accessed through internet, mobile or phone by the cardholder in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and, or the operations in the said account of the cardholder, or the use of any of these services.

The DCB NiYO Prepaid Cardholder will be liable and responsible for all the cost associated with the collection of dues, legal expenses (if it becomes necessary to refer the matter to any agent), or where legal resources have been utilized in the resolution of a dispute.

### **Rupay PaySecure**

#### **Description of PaySecure**

PaySecure by Rupay provides you with a way of increasing security for online transactions by reducing the chance of fraud for those transactions. Registering for **PaySecure involves providing** personal information to DCB Bank, which is then used to confirm your identity for future online transactions for which **PaySecure** is used. **PaySecure** also may be used for record keeping and reporting purposes, as well as to help resolve transaction disputes.

#### **Limitation of Liability**

You acknowledge and agree that, except as otherwise provided by any applicable laws DCB Bank shall not be liable and responsible for any loss or damage arising from your failure to comply with these terms and conditions.

You agree that DCB Bank shall not be liable and responsible to you or to any third party for any modification; suspension or discontinuance of **PaySecure**.

Under no circumstances will DCB Bank be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of **PaySecure**.

DCB Bank will assume no responsibility for, and will not be liable for, any damage to, or any viruses which may affect, your computer equipment or other property on account of your access to, use of, or downloading from, the said websites.

You agree that „online alerts‘ are sent by DCB Bank to the mobile number registered for SMS alerts with DCB Bank and you shall take steps to get registered for SMS alerts to receive alerts for transactions done on your DCB NiYO Prepaid Cardholder Card.

# DCB NIYO PREPAID CARD TERMS AND CONDITIONS

## Disclaimer of Warranties

You expressly understands and agrees that any software obtained through the use of **PaySecure** is downloaded and used at your own discretion and risk and responsibility and that except as otherwise provided in the Terms and Condition, you will be solely liable and responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through **PaySecure**.

EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE LAW, DCB BANK MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT **PaySecure** AND ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **PaySecure** is provided and made available to you on an “as is” basis.

## Schedule of charges of DCB NiYO Blue Card (Prepaid Card)

Sr.No	Particulars	Existing Charges
1	Joining Fees	INR NIL / INR 250 at the time of Issuance
2	Monthly Fees	NIL
3	Annual Fees	INR NIL / INR 200
4	Reissue of lost/stolen/damaged Card	INR NIL / INR 200 per instance
5	Reissue Card PIN	NIL
6	Cash Withdrawal at other than DCB ATM	INR 20 per transaction
7	Balance Enquiry at other than DCB ATM	INR 10 per transaction
8	Late Payment Fee	NIL
9	DCB ATM Cash Withdrawal Fee	NIL
10	DCB ATM Balance Enquiry Fee	NIL
11	e-Statement Request	NIL
12	Petrol Transaction Charge	2.5% of transaction
13	Rail Ticket Booking/Cancellation Surcharge	2.5% of transaction
14	Account Closure Charges	NIL
15	Quarterly Card Maintenance Fee <i>(applicable if there are no customer induced transactions in last 90 days or the quarter)</i>	INR 50 per quarter
16	Fund Transfer Fee (within India)	
	Transaction Amount of INR 0 to INR 2500	INR 10 per transaction
	Transaction Amount of INR 2501 to INR 5000	INR 15 per transaction

# DCB NIYO PREPAID CARD TERMS AND CONDITIONS



	Transaction Amount of more than INR 5,000	INR 20 per transaction
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*\*\* all charges are exclusive of taxes*

DCB Bank at its discretion may reduce or waive any of the above fees. Such offers shall be communicated at the time of sourcing.

The aforementioned Terms and Condition are subject to change from time to time at the sole discretion of DCB Bank. For updated Terms and Condition, you may visit DCB Bank's website.