

Terms and Conditions

DCB BANK

TERMS AND CONDITIONS

This document lays out the Terms and Conditions which shall be applicable to all the Account(s) which are existing or may be opened any time in future with DCB BANK, a banking company incorporated under the Companies Act, 1956 and having its Registered Office at Registered Office at 601 & 602, Peninsula Business Park, 6th Floor, Tower A, SenapatiBapat Marg, Lower Parel, Mumbai - 400013.

Interpretation:

- The words 'I' and / or 'me' and / or 'my' and / or "we" refer to the person(s) who open the account and shall include both singular and plural.
- The words 'Bank' and / or 'DCB Bank' shall refer to DCB Bank and any of its branches and also its successors and assignees.
- Any reference to gender will include masculine / feminine and third gender.
- The word "Account(s)" and / or "account(s)" shall mean any of the accounts as mentioned herein after.
- The word "customer" shall mean the person(s) who open(s) the account(s) and / or avail(s) of any of the facilities as mentioned herein after.
- The word "Person(s)" shall include individual, partnership firm, company, association of persons, HUF, society and trust.

DEPOSITS

A. SAVINGS ACCOUNTS

I agree to ensure sufficient balance in my Savings Account before issuing cheques. I / We am / are aware that under Section 138 of the Negotiable Instruments Act, introduced by the Banking Public Financial Institutions and Negotiable Instruments Laws (Amendment) Act 66 of 1988, in terms of which a drawer of a cheque is liable to penalties in case of dishonour of the cheque for insufficiency, etc. of funds in the account. Accordingly I / we will ensure to draw cheques on the account only against sufficient funds / clear balance in the account equivalent to the amount of the cheque being issued. The Bank has the right to review all such accounts which have frequent cheque returns and take appropriate action, as per internal policies. Such internal policies are liable to change at the sole discretion of the Bank.

I hereby understand that among all other things, minimum balance requirement for variants of Savings bank account under various scheme codes would be applicable and is in line with such updated information as available on the bank's website and SOC attached herewith.

1. Corporate Payroll Accounts:

- a. Reversal of Salary Credits: I hereby irrevocably and unconditionally authorise the Bank to recover, on the request of the employer / Company, by debiting / reversal of credit, any excess amount credited by and / or on the instructions of the employer / company into my Account, without any reference or notice to me. The Bank will not be held responsible and liable for any such debit / reversal of credit carried out by the Bank.
- b. Closure of Salary Accounts: I acknowledge that my account has been opened with the Bank by virtue of my employment with the employer / Company and is designated as "Corporate Payroll".
- c. I understand that pursuant to the arrangement between the employer / Company and the Bank, I may be, at the sole discretion of the Bank, being entitled for certain facilities on the Corporate Payroll only during the currency with duration of my employment with the employer / Company. I hereby agree that for a corporate salary savings account opened by me, DCB Bank reserves the right to convert it into a regular savings account further ceasing to be categorised as a salary savings account. Accordingly there will be a change in minimum balance requirement and applicable service charges. The words "the employer / Company" refers to the corporate in which I am employed and on whose request the salary account is opened with the Bank.

2. Minor Account:

- a. An Account may be opened on behalf of a minor by his / her natural guardian or by a guardian appointed by a court of competent jurisdiction. The guardian shall represent the minor in all transactions with the Bank. I agree and acknowledge that the cheque books, Mobile and Net Banking passwords, Debit / ATM Cards and Personal Identification Number (PIN) will be dispatched by courier (or any other mode at the Bank's discretion) at my risk and consequences to the address notified by me for correspondence. I shall not hold the Bank liable in any manner whatsoever in respect of such dispatch of these items.
- b. The guardian agrees that the minor's account will not be entitled to any overdraft or any borrowing facility whatsoever.
- c. If for any reason there is inadequate balance or the minor's account is overdrawn, the Bank shall be entitled to dishonour any cheques drawn on the said Account without being liable for any consequences arising there from.
- d. The guardian agrees that on issue of ATM / Debit card, all the terms and conditions as applicable to ATM / Debit card and its usage mentioned herein shall apply.
- e. The guardian agrees and acknowledges that the liability arising due to withdrawal by the minor, including through use of ATM / Debit card is assumed by the guardian and shall be discharged by the guardian alone. The guardian shall be fully bound by all debits to the minor's account including through the use of ATM / Debit card.
- f. The guardian agrees that the Bank shall be entitled without any notice to debit any of his / her accounts to recover all charges, fees, interests, costs or any amounts overdrawn from the minor's account.
- h. The guardian agrees to indemnify the Bank against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of opening and / or operation of the minor account including withdrawal / transactions through use of ATM / Debit card or Online Banking platforms and further against all and any claims of the minor for any withdrawal / transactions made by the guardian in the minor's account.
- j. An account may be opened on behalf of a minor by his / her natural guardian or by a guardian appointed by a court of Competent Jurisdiction. The guardian shall represent the minor in all transactions of any description in the above account until the said minor attains majority.

Upon the minor attaining majority, the right of the guardian to operate the account shall cease. The guardian agrees to indemnify the Bank against the claim of above minor for any withdrawal / transactions made by him in the minor's account.

k. Conversion on attainment of Major status:

A communication letter from Bank shall be sent to the Customer intimating him about the facility of conversion of his Account to a regular < Account type> account. Upon the Customer attaining majority, Bank shall have the right to freeze the Account. Such freeze shall be released only upon the fulfillment of all account opening formalities by the Customer (minor) as applicable to regular< Account type>

l. On attaining Majority:

Any cheques issued by Guardian prior to the date of the Customer attaining majority and which has been presented for clearing after the conversion of the account shall not be honoured by Bank. Upon the Customer attaining majority, the Guardian shall not be permitted to operate the Account

3. Basic Savings Bank Deposit Account (BSBDA) / Small accounts:

- a. I am / We are aware that the product is introduced to ensure that the inability of person belonging to low income groups to produce documents to establish their identity and address does not lead to their financial exclusion and denial of banking services. A simplified procedure has been provided for opening of account in respect of those persons who do not intend to keep balances above ₹50,000 or such other balances as may be stipulated by the Bank from time to time at its discretion, and whose total credit in one year is not expected to exceed ₹1,00,000, or such other balances as may be stipulated by the Bank from time to time at its discretion. In case of account balance or credit in one year exceeds the prescribed limit, customer's account will be frozen till the customer would establish their identity and address proof as required in the regular Savings Accounts.
- b. By applying for DCB Basic Savings Bank Deposit Account (BSBDA):
 - (i) I/We hereby confirm that I/we do not hold BSBDA account in any other bank.
 - (ii) I/We undertake to close the existing savings bank account in the Bank, if any, within 30 days of opening BSBDA account.
 - (iii) I/We am/are aware that I/we will not be eligible to open any other savings bank account in the Bank.

B. CURRENT ACCOUNTS

- a. I / We hereby declare that I / we am / are not enjoying credit facilities with any of the Bank's branches or any other bank at the time of opening this Current Account. I undertake to inform the Bank in writing in case any credit facility is availed of by me from any other bank.
- b. I / We agree to repay to the Bank on demand, unconditionally, the amount of overdrafts that the Bank may grant to me from time to time, together with interest accrued thereon. I / We agree that this does not imply that the Bank is bound to grant me any credit facility whatsoever.
- c. I agree to ensure sufficient balance / not to exceed arrangement in my current account before issuing cheques. I / We am / are aware that under Section 138 of the Negotiable Instruments Act, introduced by the Banking Public Financial Institutions and Negotiable Instruments Laws (Amendment) Act 66 of 1988 in terms of which a drawer of a cheque is liable to penalties in case of dishonour of the cheque for insufficiency, etc. of funds in the account." Accordingly I / we will ensure to draw cheques on the account only against sufficient funds / clear balance in the account equivalent to the amount of the cheque being issued. The Bank has the right to review all such accounts which have frequent cheque returns and take appropriate action, as per internal policies. Such internal policies are liable to change at the sole discretion of the Bank.

RERA designated ACCOUNTS

I/ we understand that the conduct of RERA account will be governed by applicable regulatory guidelines including but not limited to release of funds in linked current account being subject to submission of prescribed documents / certificates, and any other regulatory guideline as may be applicable for the opening, operations and conduct of RERA accounts from time to time".

C. FIXED DEPOSITS

- a. I / We agree that the stipulated income tax on interest earned on Fixed deposits be deducted at source as directed by the Government of India.
- b. I / We agree to the Bank issuing certificate in the prescribed form for tax deducted at source on interest on Fixed Deposits, at the end of the Bank's Financial Year only which shall commence from the 1st of April every year and end on the 31st of March every year.
- c. I / We agree that, on maturity of my Fixed Deposit, in absence of my / our written instructions on disposal, the Bank reserves the right at its discretion to renew the deposit along with accrued interest thereon in the same name and for the same tenure as of the original Fixed Deposit at the rate/s of interest, then prevailing.
- d. I / We agree that if the Bank permits me / us to make a pre-mature withdrawal of my / our Fixed Deposit, the recovery of interest already paid or the penalty may be recovered from the proceeds of the Fixed Deposit, in accordance with prevailing regulations of the Bank and the Reserve Bank of India.

ADVANCES

A. OVERDRAFT ACCOUNTS / FACILITY

- (1) In consideration of the Bank having granted / agreed to grant me / us a Temporary Overdraft facility for an amount not exceeding the predefined limit, (which will not exceed 90% or above of the amount(s) that may be held by the Bank in Term Deposits on my behalf). I / We hereby agree, record and confirm, that the Bank shall have a first charge on the amount(s) of such Term Deposits (which expression shall mean and include all such amounts standing to my / our credit in the Term Deposit account with the Bank and whether such sums are additional to or by way of renewal of or replacement for any sums deposited / to be deposited by me / us with the Bank or otherwise together in each case with all and any interest accruing in respect thereof) as a continuing security for the due repayment by me / us to the Bank on demand of all the sums which at any time or from time to time become due and owing by me / us to the Bank in respect of the said Temporary Overdraft facility and all interests, costs, charges, expenses, and other amounts whatsoever which may become due and payable by me / us to the Bank.

- (2) I / We hereby irrevocably and unconditionally agree that the Bank shall be entitled to discontinue or terminate the said Temporary Overdraft facility at any time without notice to me.
- (3) I / We hereby irrevocably and unconditionally authorise the Bank to appropriate, adjust and set off the amount(s) of such Term Deposits towards the dues of the Bank in the event of my / our failure to pay the amount demanded by the Bank from me / us, the demand of the Bank being conclusive as to my / our liability for repayment thereof and for the said purpose.
- (4) I / We hereby irrevocably and unconditionally authorise the Bank, on the basis of my / our consent, to terminate all or any part of the Term Deposits prior to the maturity date thereof.

SWEEP IN INSTRUCTIONS

- (1) I / We agree that all sweep-in accounts will have the same title.
- (2) I / We agree that all sweep-in deposits will be for a predetermined period only.
- (3) I / We authorise the Bank to break units of deposits formed due to sweep out instruction in case there is insufficient balance and / or the balance in the account is less than the specified threshold limit in my / our linked Savings / Current Account.

ATM USABLE CARDS

- (1) **Fees:** I / We agree that all fees / taxes / surcharges / service charges and all other levies related to the ATM usable card may be recovered by the Bank by debit to my / our account.
- (2) **Transactions Responsibility:** I / We will be responsible for all types of transactions processed by the use of my / our ATM usable card, whether or not processed with my / our knowledge or authority, express or implied. I / We shall accept the Bank's record of transactions as conclusive and binding for all purposes.
- (3) **Cash Withdrawal Limits:** I / We will be allowed to withdraw through the ATM, only a pre-defined amount of cash everyday, irrespective of the credit balance in my / our account. This amount will be determined by the Bank and may be changed at any time at the Bank's sole discretion without notice to me / us. I / We agree that cash withdrawals will be subject to tax as applicable from time to time.
- (4) **Overdrawn Accounts:** I / We agree not to attempt to overdraw cash from the ATM unless sufficient funds are available in my / our account. The onus of ensuring adequate account balances is entirely on me / us. In case my / our account gets overdrawn due to cash withdrawal from the ATM, I / We agree to rectify the account balance position immediately. In case my / our account gets overdrawn, the Bank may levy any charge, which the Bank deems fit in addition to any interest to be charged on the debit balance in my / our account.
- (5) **Deposits:**
 - a. I / We shall not deposit any cash in a Cheque Drop Box nor deposit any cash in a Drop Box meant for collecting other documents / payments. I / We agree and acknowledge that in case I / we deposit any cheque / cash in the wrong Cheque Drop Box or Drop Box then the Bank shall not be liable or responsible for the consequences of the same.
 - b. I / We acknowledge that no receipt will be issued for any cheque deposited for collection in the Cheque Drop Box.
 - c. I / We understand that the Bank will process the cheque deposited, on the basis of the information provided by me / us in the pay-in-slip duly filled in by me / us. The Bank will not be held responsible for any wrong credits due to incorrect information provided by me / us in this regard. I / We shall hold the Bank harmless for any consequences arising thereof.
- (6) **PIN:** I / We understand that the Bank will allot to me / us a unique PIN (Personal Identification Number) which will allow me / us to access my / our account through the ATM. The Bank will despatch the PIN in a sealed envelope. On receipt, I / we shall ensure that the same is received by me / us in a sealed envelope. I / We shall be responsible to maintain the confidentiality of the PIN and not to reveal the PIN to any third party. I / We shall commit the PIN to memory and not record the PIN in a written or electronic format.
- (7) **Validity of Card:** I / We agree that the ATM usable card at all times is the Bank's property. The validity period of the ATM usable card will be mentioned on the face of the card. I / We agree to surrender the card to the Bank in case of account closure or whenever demanded by the Bank for any reason whatsoever.
- (8) **Lost Card:** In case my / our ATM usable card is misplaced, stolen or otherwise lost, I / we agree to immediately report the event in writing to the Bank or call up at the Phone Banking. I / We understand that the ATM usable card will be cancelled by the Bank only during the working hours on a working day following the receipt of such intimation or 24 hours whichever is later. The Bank shall not be liable for any loss by the misuse of the ATM usable Card during such time that I / we would have lodged complaint with the Bank and the Bank would have actually cancelled the same as prescribed herein.
- (9) **Security of Card:** I / We agree to keep our ATM usable Card in safe custody and agree not to hand over the ATM usable Card to any person including any person who is a representative or claims to be a representative of the Bank. I / We understand that the Bank shall not be responsible for any misuse of the ATM usable Card by virtue of the same falling into wrong hands.
- (10) **Transaction not getting completed:** I / We understand that due to reasons beyond the control of the Bank or force majeure like discontinuance of power supply / lost communication / mechanical problems / problems in ATM Machine / system problems, etc. the ATM will not be able to complete the desired transaction. I / We understand that the Bank will not be responsible for any ATM transaction not getting completed. I / We also understand that due to system maintenance / ATM errors, the ATM may not dispense the complete amount of cash that I / We have requested for. I / We understand that in such circumstances, I / We shall not hold the Bank responsible for not receiving the requested cash.
- (11) **Wrong entries to Account pertaining to ATM transactions:** In case I / we find out that a wrong entry has been debited to my / our account for ATM transactions not done by me / us, I / we would immediately raise the issue with my / our home branch. I / We understand that the Bank will do a thorough investigation of the same and revert to me with their final findings and decision of the Bank shall be final and binding on me / us.
- (12) **Audit Trail to be final and conclusive in case of any dispute:** I / We agree that in case of any dispute the Bank will be using the audit trail of the ATM (either in a printed or in non-editable electronic form) as the final and conclusive evidence in all disputes. I / We agree to abide by the recordings of the audit trail.

- (13) In case, I / we receive mutilated / torn / cut currency note(s) from the ATM, I / we will go to the branch of the Bank where I / we have opened the account and exchange the currency note(s) by submitting a letter and the transaction slip and confirming that I / we did the transaction at the ATM. Any other forms of claim will not be entertained.

Form I

FEMA DECLARATION (DECLARATION-cum-UNDERTAKING)

[Under Section 10(5), Chapter III of The Foreign Exchange Management Act, 1999]

I / We hereby declare that the transaction the details of which are specifically mentioned in the Schedule hereunder does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made there under.

I / We also hereby agree and undertake to give such information / documents as will reasonably satisfy you about this transaction in terms of the above declaration.

I / We also understand that if I / we refuse to comply with any such requirement or make only unsatisfactory compliance herewith, the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention / evasion is contemplated by me / us report the matter to Reserve Bank of India.

I / We further declare that the undersigned has / have the authority to give this declaration and undertaking on behalf of the firm / company.

Signature of the Applicant for Foreign Exchange

* Applicable when the declaration / undertaking is signed on behalf of the firm / company.

SCHEDULE

All foreign exchange transactions as may be entrusted by us to the Bank from time to time.

A. APPLICABLE TO ALL ACCOUNTS / SERVICES

1. I / We agree to abide by the Bank's Terms and Conditions and rules in force and the changes there to in Terms and Conditions from time to time relating to my / our account.
2. I / We agree that the opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India.
3. I / We agree that the Bank will be at liberty to close my / our account any time without assigning any reason whatsoever.
4. I / We agree that the Bank can, at its sole discretion, withdraw any of the services / facilities given in my / our account either wholly or partially at any time by giving one month's notice.
5. I / We agree that any change in my / our account status or change of address will be immediately informed to the Bank.
6. I / We agree that all instructions relating to my / our account will be issued in writing satisfactory to the Bank in form and content.
7. I / We agree and acknowledge that the cheque books, Phone Banking Telephone Identification Number (TIN), Mobile and Net Banking passwords, Debit / ATM Cards and Personal Identification Number (PIN) will be despatched by courier (or any other mode at the Bank's discretion) at my / our risk and consequences to the address notified by me / us for correspondence. I / We shall not hold the Bank liable in any manner whatsoever in respect of such despatch of these items.
8. I / We acknowledge that no receipt will be issued for any cheque deposits in the Cheque Drop Box.
9. I / We understand that the Bank will process the cheque deposited in the Cheque Drop Box on the basis of the information provided by me / us in the pay-in-slip duly filled by me / us. The Bank will not be held responsible for any wrong credits due to incorrect information provided by me / us in this regard. I / We shall hold the Bank harmless for any consequences arising thereof.
10. I / We agree to preserve my cheque book / ATM / Debit card carefully. In case of loss / theft of the same I / we shall immediately inform the Bank in writing.
11. I / We agree that I / we shall maintain the minimum balance in my / our account(s) as prescribed by the Bank.
12. I / We agree that I / we shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank in its absolute discretion may levy with respect to my / our account or any transaction and the same may be recovered by the Bank by a debit to my / our account.
13. I / We agree that I / we shall not pay any amount in cash to any Sales Representative of the Bank at the time of opening an account or carrying out any transaction in the normal course of the business. I / We agree to deposit cash only at the Teller counters or in the ATM.
14. I / We agree that the Bank will send me / us communications / letters / cheque books, etc. through courier / messenger / mail e-mail / SMS / or through any other mode at its discretion and the Bank shall not be liable for any loss or delay arising therefrom.
15. I / We agree that Bank will, unless requested by me / us in writing to the contrary, issue cheque book on the opening of my account. Further issue of cheque books will be only against written requisition by me / us or by using a valid login through ATM, Phone Banking or Mobile / Net Banking.
16. I / We agree that in the event of an account being overdrawn, the Bank reserves the right to set off such overdrawn amount against any credit lying in any of my accounts without giving any notice to me / us.

Declaration under Liberalised Remittance Scheme:

I hereby declare that:

1. The total amount of foreign exchange purchased from or remitted through, all sources in India, during this Financial year including this application is within the limit of USD 2,50,000 or equivalent as prescribed by Reserve Bank of India.
2. I hereby certify that the source of funds for making such purchase/ remittance belongs to me and undertake that the foreign exchange will not be used for prohibited purposes.
3. I am a person resident in India. I am not a Foreign National/ Non- Resident Indian (NRI)/ Person of Indian Origin (PIO) or Overseas Citizen of India (OCI)
4. I have not availed any loan / credit/ borrowings for remitting under I Liberalised Remittance Scheme for Capital Account transactions
5. I have not clubbed remittance value with any of my family member, if we are not the co-owners/co-partners of the investment/property/overseas bank account.

OFAC declaration:

- I. I/We declare that my/ our counter party in the transaction is/are free from any sanction to the best of my/ our knowledge, and I/ We shall solely be responsible, if it is later found to be false.
- II. I/We undertake not to hold DCB Bank Ltd, responsible in any manner whatsoever in nature and hold DCB Bank Ltd, fully indemnified against all losses and damages that may be caused to me on account of funds remitted under this transaction being confiscated or blocked or seized by any authority / government / Agency / Bank.
- III. I undertake to bear the risk of currency or cross currency, if any, in case the Bank needs to convert the remittance amount to any other currency or vice-versa or whatsoever in nature.
- IV. I/We authorise the Bank to furnish any material information relating to this transaction as required by any authority / Government / Agency / your Correspondent Bank overseas, now or in future.

I/We authorise the Bank, to make available any of the material information pertaining to my/our transaction to any authority / Government / Agency / your Correspondent Bank overseas without referring the matter to me/us.

B. PHONE BANKING

1. I / We accept that at my / our request the Bank has agreed to provide me / us the facility of carrying out banking transactions by giving instructions through the Interactive Voice Response System (IVRS) and / or verbally to a Phone Banking officer (agent).
2. I / We am / are aware that in connection with such facility I / we am / are required to identify myself / ourselves to the Phone Banking System by using my / our Customer Identification Number and my / our Telephone Identification Number (TIN) and / or manual verification checks as decided by the Bank from time to time.
3. The Bank has no means of verifying the identity of the person giving the telephone instructions in my / our name and I / we further agree not to hold the Bank liable for any loss or damage incurred or suffered by me / us due to any error, defect, failure or interruption in the provision of Phone Banking services arising from or caused by any reason whatsoever.
5. I / We agree that the Phone Banking facility will be available and applicable to all my / our existing accounts and all other accounts that may be opened from time to time.
6. I / We unconditionally agree that I / we shall not hold the Bank liable for:
 - a. Transactions resulting from carrying out my / our telephonic instructions in good faith any delay or inability on its part in carrying out any telephonic instructions.
 - b. Transactions that are carried out on telephonic instructions given by unauthorised persons who might have illegally or otherwise gained access to my / our confidential TIN.
 - c. Not carrying out such instructions where the Bank has reason to believe that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful accepting instructions given by any one of us in case of joint accounts.
8. I / We agree that the record of the instructions given and transactions concluded over the phone shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.

C. BILL PAY FACILITY

1. I / We agree and accept the services as provided by the Bank at my / our request to carry out my / our bill payments by Phone Banking / ATM / Net Banking / Mobile Banking. The instructions for bill payments will be given by me / us from time to time.
2. I / We agree to provide my / our correct identification details as registered with the billing company. I / We agree to indemnify the Bank from any liability due to erroneous information given by me / us in this regard.
3. I / We agree that in case of any change in my / our identification details, it would be my / our responsibility to communicate these changes as registered with the billing company to the Bank immediately.
4. I / We agree that this facility will be available to me / us subject to and upon receipt of the billing company's confirmation as to the details furnished by me / us.
5. I / We have no objections whatsoever to the billing company providing my / our billing details to the Bank.
6. I / We agree that all billing and payment details will be prepared by electronic means and the information contained therein will be extracted from the computerised system maintained by the billing company and the Bank respectively. The Bank is not liable for any error in the statement and I / We shall always hold the Bank harmless against any losses, damages, etc. that may be incurred or suffered by me / us if the information contained turns out to be inaccurate / incorrect.
7. I / We agree that any disputes on bill details will be settled directly by me / us with the billing company and the Bank's responsibility is limited to provision of information only.
8. I / We agree to pay the exact amount due as per the utility company's bill before the expiry of due date thereof and failing which I / we shall hold the Bank harmless against the consequences thereof including in particular the non-payment of bill amount.
9. I / We unconditionally agree that I / we shall not hold the Bank liable for:
 - a. Such transactions that are carried out on my / our instructions in good faith.
 - b. Not carrying out such instructions where the Bank has reason to believe (which decision of the Bank. I / we shall not question / dispute) that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.
 - c. Accepting instructions given by any one of us (in case of joint accounts).
 - d. For any loss or damage incurred or suffered by me / us due to any error, defect, failure or interruption in the provision of bill payment services arising from or caused by any reason whatsoever.
 - e. Withdrawing / suspending the facility wholly / partially without prior notice to me / us.
 - f. I / We agree that the record of instructions given and transactions with the Bank shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.
10. I / We agree that all transactions other than those executed instantaneously by the Bank, that is those requiring processing by the Bank / billing company will be carried out only during business hours and the value dates if any, will follow the operating hours / days decided by the Bank / billing company.

11. I / We agree the Bank is at liberty to withdraw at any time, the Bill Payment facility, or any services provided there under, in respect of any or all the accounts without assigning any reason whatsoever and without giving me / us any notice.
12. I / We agree to give the Bank 15 days notice in writing and obtain an acknowledgment thereof in order to terminate the Bill Payments facility availed by me / us.
13. I / We agree that all the conditions applicable to ATM services and Phone Banking services are binding on me / us in this regard.

D. MOBILE BANKING

1. Definitions:

In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

- a. "Mobile Banking" means facility of access to information relating to the saving / current / loan account(s) / fixed deposit of the customer and usage of products and / or other services as may be advised or made available on Mobile Phone by the Bank from time to time on / through Mobile Banking. The words Mobile Banking and Mobile Banking services are used interchangeably in this document.
 - b. "Mobile Phone" means the handset together with requisite accessories, equipment, attachments and other software which is owned / possessed by the customer / cellular service subscriber.
 - c. "User" refers to a customer of the Bank authorised to use the Mobile Banking service provided by the Bank.
 - d. "Personal Information" refers to the information about the user obtained in connection with the Mobile Banking service.
 - e. "Cellular Service Provider" or "CSP" refers to the GSM / CDMA service provider (for operation of Mobile Phones) who has entered into an agreement with the Bank for provision of Mobile Banking services to its customers.
2. **Applicability of Terms and Conditions:** These Terms and Conditions form the contract between the User, the Bank, and the Cellular Service Provider and shall be in addition to and not in derogation of the terms and conditions relating to any account of the User and / or the respective product or the service provided by the Bank or the CSP.
 3. **Eligibility:** Any customer of the Bank, having a saving / current / loan account(s) / fixed deposit authorised to operate singly or on either or survivor basis and who is also a Current Subscriber of the CSP. The User should have access to the Mobile Phone and knowledge of how the Mobile Phone works. The User should at all times possess the Mobile Phone software, which is required for using Mobile Banking. In case of Minor accounts, only the natural guardian of the minor shall be eligible to avail of this service.
 4. **Registration:** I / We agree that I / we shall be entitled to use the Mobile Banking service only if my / our application is found in order and the relevant particulars are registered by the Bank and the CSP. The Bank and the CSP shall be at liberty to reject my / our application without assigning any reason.
 5. **Mobile Banking:** The Bank shall endeavour to provide to the User through Mobile Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services which a user may be offered on each account and may differ from user to user. The Bank may also make additions / deletions to the services offered through Mobile Banking at its sole discretion.
 6. Only those accounts opened with the Bank and attached to the respective User's ID will be accessible through Mobile Banking.
 7. There will be no obligation on the Bank to support all the versions of this Mobile Phone software.
 8. **Mobile Banking Access:** I / We agree that I / we shall use only my / our Mobile Phone to access the Mobile Banking Service of the Bank. The access is restricted to me / us on the specific Mobile Phone number(s) registered with the Bank for Mobile Banking. I / We shall not disclose my / our MPIN number/s relating to the Mobile Phone(s), to any person or write / record it at any place whereby some other person can come to know my MPIN No. I / We understand that in case I / we fail to follow / adhere to this, I / we shall be solely responsible for the consequences arising there from. I / We shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any unauthorised means. I / We shall not allow any other person to have access to my / our Mobile Phone(s) or leave the Mobile Phone(s) unattended.
 9. **Authority to the Bank:** I / We grant express authority to the Bank for carrying out the transactions performed by me / us through Mobile Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from me / us through Mobile Banking or purporting to have been sent by me / us via Mobile Banking other than by means of verification of the Mobile Phone number(s). The display that is produced by me / us at the time of operation of Mobile Banking is a record of the operation of the mobile access and shall not be construed as the Bank's records of the relative transactions. The Bank's own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless I / we point out any discrepancy within a week from the date of receipt of periodical statement. All transactions arising from the use of Mobile Banking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally.
 10. **Accuracy of Information:** I / We am / are responsible for the correctness of information supplied by me / us to the Bank through the use of or through any other means such as electronic mail or written communication. Neither the Bank nor the CSP accepts any liability for the consequences arising out of erroneous information supplied by me / us. If I / we suspect that there is an error in the information supplied to the Bank by me / us, I / we shall advise the Bank as soon as possible. The Bank will endeavour to correct the error wherever possible on a 'best efforts' basis. If I / we notice an error in the account information supplied to me / us through or by the use of any of the Mobile Banking services, I / we shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerised back up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. I / We shall hold the Bank harmless against any loss, damages, etc. that may be incurred / suffered by me /

us if the information contained in the above said outputs turns out to be inaccurate / incorrect.

11. **Liability of the User:** I / We shall not be liable for any unauthorised transactions occurring through the use of Mobile Banking which can be attributed to the fraudulent or negligent conduct of the employees or agents of the Bank. I / We shall not be liable for losses arising out of the unauthorised transactions occurring in my / our accounts if I / we have complied with the Terms and advised the Bank in writing under acknowledgement immediately after I / we suspect that my / our Mobile Phone number is / has been allotted to another person and / or notice an unauthorised transaction in my account, after a maximum of two days from the receipt of such advice by the Bank. I / We agree that the access to Mobile Banking is through my / our Mobile Phone and any transaction which originates from the same, whether initiated by me / us or not shall be deemed to have originated from me / us. I / We shall be liable for all losses from unauthorised transactions in my / our accounts if I / we have breached the Terms or contributed or caused the loss by negligent actions such as the following:
 - a. Not advising the Bank in a reasonable time about unauthorised access to or erroneous transactions in the Mobile Banking accounts.
 - b. In case of change in or termination of the Mobile Phone number / SIM Card, not informing the Cellular Service Provider and the Bank about the change / termination.
 - c. I / We understand that in the event of my / our Mobile Phones getting lost or falling in the wrong hands, it can be misused. I / We hereby agree to indemnify the Bank for any such misuse arising out of the same.
12. **Liability of the Bank:** The Bank shall, in no circumstances, be held liable by me / us, if access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error or any other reason beyond the control of the Bank. Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. The Bank is in no way liable for the services provided by the CSP in relation to the Mobile Phone. The Bank is in no way responsible and / or liable for the charges levied by the CSP in relation to Mobile Banking transaction.
13. **Liability of the CSP:** The CSP and the Bank do not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through Mobile Banking service. The CSP makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and however suffered or incurred by the User or by any person resulting from or in connection with the Mobile Banking Service or the CSP network. Without limitation to the other provisions of this agreement, the CSP, its employees, agents or contractors, shall not be liable for any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profits, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the User or any other person howsoever arising from or relating to any delay, interruption, suspension, resolution of error of the Bank and the Mobile Banking service in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction or error in the transmission of any information or message to and from the telecommunication equipment of the User and the CSP network and the Bank's system or any break down, interruption, suspension or failure of the telecommunication equipment of the User, the Bank's system or the CSP network. Notwithstanding herein to the contrary, the CSP shall not be involved in or in any way liable to the User for any dispute between the Bank and the User.
14. **Indemnity:** I / We shall indemnify and hold the Bank and the CSP harmless against any loss suffered by the Bank, its customers or a third party or any claim or action brought by a third party which is in any way the result of the Mobile Banking by me / us. I / We agree that the Mobile Banking service uses the network provided by the CSP. I / We hold the Bank harmless against any loss incurred by me / us due to failure in this network.
15. **Disclosure of Personal Information:** I / We agree that the Bank or its contractors may hold and process my personal information on computer or otherwise in connection with Mobile Banking services as well as for statistical analysis and credit scoring.
16. **Termination of Mobile Banking Service:** I / We can request for termination of the Mobile Banking facility any time by giving a written notice of at least 15 days to the Bank. I / We agree that I / we shall remain responsible for any transactions made on my / our Mobile Banking account(s) through Mobile Banking until the cancellation of my / our Mobile Banking service. The Bank may withdraw the Mobile Banking facility anytime and shall endeavour to give a reasonable notice under the circumstances. The closure of all my accounts will automatically terminate the Mobile Banking service. Similarly the Bank may suspend or terminate Mobile Banking facilities / services without prior notice if I / we have breached these Terms and Conditions.
17. **Notices:** I / We am / are aware that the Bank may give notices under these Terms and Conditions, electronically to my / our mailbox (which will be regarded as being in writing), or in writing by delivering them by hand, or by sending them by post to the last address given by me / us and in the case of the Bank to its registered office. In addition, the Bank may also publish notices of general nature, which are applicable to all Users of Mobile Banking on the web site of the Bank. Such notices will have the same effect as a notice served individually to me / us.
2. **Availability:**
 - a. The customer has requested for this facility which Bank at its sole discretion may discontinue at any time without any prior notice.
 - b. The Alerts will be sent to the customer only if the customer is within the cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs.
 - c. The Bank may, wherever feasible, shall extend the facilities to other cellular circles as well as to subscribers of other cellular service providers, as will be notified by the Bank, from time to time.
 - d. A Mobile Phone trigger may not be made by the customer or Bank if the account's operations have been suspended for any reasons whatsoever.
 - e. The customer assumes full responsibility for the security and confidentiality of his / her Mobile Phone / Mobile Phone number and Mobile Phone identification number to be used in initially gaining access to his / her account(s) through the use of his / her Mobile Phone.

3. Withdrawal or Termination:

- a. The Bank may, in its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the facility.
- b. Notwithstanding the terms laid down herein, either the customer or the Bank may, for any reason whatsoever, terminate this agreement at any time upon prior written notice. Liabilities incurred by the customer shall, however, survive the termination of this agreement.

4. Fees:

- a. As an introductory offer, the facility is currently being made available by the Bank to the customer as a free of cost service. The Bank at a later date may decide to introduce fees which the customer shall be liable to pay to the Bank such fees as may be applicable from time to time. The customer shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, which may be levied by the CSP as per the terms and conditions of the CSP and the Bank is in no way concerned with the same.
- b. Unless otherwise waived by the Bank, the customer shall pay the Bank, its standard fees and charges for the use of the service. In this connection, the Bank is hereby authorised by the customer to debit any of the customer's account with the Bank.

5. Disclaimer:

- a. The Bank will not be liable for: (i) any unauthorised use of the customer's identification number or; (ii) Mobile Phone number / instrument or unauthorised access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions / Triggers given by use of the same; (iii) acting in good faith on any instructions / Triggers received by the Bank; (iv) error, default, delay or inability of the Bank to act on all or any of the instructions / Triggers; (v) loss of any information / instructions / Alerts in transmission; (vi) unauthorised access by any other person to any information / instructions / Triggers given by the customer or breach of confidentiality.
- b. The Bank shall not be concerned with any dispute that may arise between the customer and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.
- c. The Bank shall not be held liable in the event that the Mobile Phone company / mobile phone service provider fails, for any reason whatsoever, to reload the prepaid airtime of the customer. The customer agrees that any complaint in connection with the reload service shall be referred to and addressed by the mobile phone company / service provider.
8. Disclosure: The customer accepts that all information / Instructions / Triggers will be transmitted to and / or stored at various locations and be accessed by personnel of the Bank (and its affiliates / agents). The Bank is authorised to provide any information or details relating to the customer or his account to the CSPs or any service providers so far as is necessary to give effect to any instructions / Triggers.
9. Liability and Indemnity: The customer shall indemnify and keep the Bank free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms hereof on the part of the customer and / or a third party provided there is no gross negligence on the part of the Bank. In addition, the bank shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.
10. Amendment: The customer hereby, agrees to abide by, without need of notice, any and all future modifications, innovations, amendments or alterations in these terms made by the Bank.
11. Miscellaneous: The above terms and conditions are in addition to the terms and conditions applicable to the Accounts agreed to by the customer. All disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai only. Nothing expressed or implied shall in any way waive or amend any of the terms and conditions to the existing Terms and conditions agreement with DCB Bank.

F. NET BANKING

1. Definitions and Interpretations:

- a. "Net Banking Terms and Conditions" shall mean the terms and conditions as modified from time to time and made applicable to Net Banking offered by the Bank.
- b. "Confidential Information" refers to information obtained by the customer, through the Bank, for availing Services or Payment Instruction Services or Internet Banking Services.
- c. "Payment Instruction" shall mean an instruction given by a customer to transfer funds from the Account held by the customer to accounts held by other approved customers within and / or outside the Bank and / or request to issue Demand Drafts (DD) in the name of the beneficiary who may or may not have an account with the Bank.
- d. "Internet" refers to the network of computers / mobile phones / other electronic devices which share and exchange information. The Internet is at once a worldwide broadcasting capability, mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers / mobile phones / other electronic devices capable of accessing the Internet without regard to geographic location.
- e. "Net Banking Services" refers to the Bank's Service which provides access to account information, products and other services as advised by the Bank from time to time to the customers through the Internet. The terms Net Banking and Net Banking services / facility may be interchangeably used.
- f. "Account" refers to the customer's Savings and / or Current Account and / or Fixed Deposit or any other type of account so designated by the Bank to be eligible account(s) for operations through the use of Net Banking.
- g. "Personal Information" refers to the information about the customer obtained in connection with Net Banking Services.

2. **Application for Net Banking:** The Bank may offer Net Banking to selected customers at its discretion. I / We agree that in order to be eligible for Net Banking I / We would need to be a current Internet user or have access to the Internet and should have knowledge of how the Internet works. I / We accept that the application for Net Banking does not automatically imply acceptance by the Bank.

3. **Software:** The Bank will advise from time to time the Internet software such as Browsers, which are required for using Net Banking. There will be no obligation on the Bank to support all the

versions of this Internet software. I / We agree that I / We shall be responsible for upgrading my software, hardware and the operating system at my/our cost from time to time so as to be compatible with that of the Bank. The Bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems used by me / us and that the same shall be my / our sole responsibility.

4. **Net Banking Service:** The Bank shall endeavour to provide through Net Banking, such services as the Bank may decide from time to time. The Bank reserves the right to decide the type of services that may be offered on each account and may differ from customer to customer. These facilities shall be offered in a phased manner and at discretion of the Bank. The Bank may also make additions / deletions to the services offered through Net Banking at its sole discretion. The availability / non-availability of a particular service shall be advised through e-mail or web page of the Bank or written communication. All accounts opened with the Bank attached to the same Customer Identification Number will be accessible through Net Banking. In case of joint accounts and accounts with two or more signatories, the Bank will offer such services, as restricted by the terms and conditions governing the operation of such accounts. In case of Minor Accounts, the natural guardian undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the customer ID and password to the minor. The Bank shall take reasonable care to ensure the security of and prevent unauthorised access to the Net Banking service using technology reasonably available to the Bank. The customer agrees that the customer shall not use or permit to use Net Banking or any related service for any illegal or improper purposes. The customer further undertakes that he / she is exempting the Bank in sending of the fortnightly statements as required. The customer shall query on the net for the transactions and holding information. The customer also agrees that the results of the query generated on the Internet shall substitute such statements and that the development of the products and services of the Bank is a continuous process and published information on the Internet may not be up to date. The formats, update frequency and retention period of the information will be decided at the sole discretion of Bank. The customer understands that it is important to check the current position with the respective branch of the Bank. All information is provided on 'as is' basis without warranty of the kind. The Bank makes no representation and disclaims all express, implied and statutory warranties of any kind to the user and / or any third party including warranties as to accuracy, timeliness, completeness, merchantability or fitness of the information for any particular purpose. All proprietary rights in the information received shall remain the property of the Bank. The reproduction, redistribution and transmission of any information contained on the web site is strictly prohibited. Access to this web site is a confirmation by the customer that the customer has understood and accepted these terms.

5. **Net Banking Access:** I / We understand that the Bank would allot me / us a customer ID and Net Banking passwords in the first instance. I / We will be required to change the passwords assigned by the Bank on accessing Net Banking for the first time. As a safety measure I / we will change the passwords as frequently thereafter as possible. I / We agree that the Passwords shall be sent to me / us by courier or electronic medium at my / our risk and consequences to the contact information or address notified by me / us for correspondence, and the Bank shall be not liable or held responsible in any manner whatsoever, if the passwords falls in the hands of unauthorised person/s. In addition to customer ID and passwords, the Bank may, at its discretion, require me / us to adopt such other means of authentication including but not limited to digital certification and / or smart cards. I / We agree that I / we shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank through any means other than the Net Banking service. I / We am / are aware that the transaction through Net Banking can be effected by use of my passwords only. I / We shall not request / demand any evidence of proof for transactions undertaken by me / us through the Net and the audit trail of the login would be conclusive proof to establish that the transactions are bona fide.

6. **Password:**

I / We understand and agree that I / we shall:

- a. Keep the passwords totally confidential and not reveal the passwords to any third party.
- b. Choose passwords that shall be at least six characters long and shall consist of a mix of alphabets, numbers, capital and small alphabets and special characters which must not relate to any readily accessible personal data such as my / our name, address, telephone number, driving license etc. or easily guessable combination of letters and number.
- c. Commit the passwords to memory and not record them in a written or electronic form, and not let any unauthorised person have access to my computer or leave the computer unattended while accessing Net Banking.

In case I / we forget the Net Banking passwords, I / we can request for change of the passwords. Such replacement shall not be construed and / or deemed as the commencement of a new contract.

7. **Charges:** I / We authorise the Bank to recover all charges related to Net Banking as determined by the Bank from time to time by debiting my account.

8. **Mailing Address:** All correspondence / delivery by the Bank shall only be made at the address and / or e-mail address and / or Mobile Number as registered with the Bank.

9. **Transaction Processing:**

- a. All the requests for instantaneous transactions will be given effect to instantaneously. All the requests for non-instantaneous transactions such as DD request, etc. will be carried out at the end of the day on first in first out basis subject to availability of clear funds in the account authorised for debit. In case requests for effecting any transactions are received on weekly offs / holiday / public holidays, they shall be effected on the immediately succeeding working day on the terms and conditions prevailing on that day. I / We shall not hold the Bank responsible for not processing / effecting any transactions in case the Bank does not receive instruction to this effect even though I / We would have forwarded the same.
- b. I / We hereby agree to abide by the following terms and conditions in addition to the Terms and Conditions as applicable to Net Banking:
 - (i) I / We shall be free to utilise the Payment Instruction Services through Net Banking for transfer of funds for such purpose, as I / we shall deem fit. Further I / we understand and agree that the Bank may in its sole and exclusive discretion confine this facility of Payment Instruction Services only to certain permitted customers or may extend it from time to time to be available to all customers in general.

- (ii) I / We however agree not to use or permit the use of the Payment Instruction Services or any related services for any illegal or improper purposes. Whilst utilising the Payment Instruction Services for making any payments for any goods purchased or any services obtained whether on-line or otherwise, I / we shall ensure that I / we have the full right and / or authority to access and avail of the services obtained and the goods purchased and I / we shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories.
 - (iii) I / We shall not involve the Bank as a party to such transaction.
 - (iv) I / We shall provide the Bank with such information and / or assistance as is required by the Bank for the performance of the Services and / or any other obligations of the Bank under this agreement.
 - (v) I / We shall not at any time provide to any person, with any details of the accounts held by me / us with the Bank including, the passwords, account number, card numbers and PIN which may be assigned to me / us by the Bank from time to time.
10. **Risks:** I / We hereby acknowledge that I / we are availing the Payment Instruction Service at my / our own risk. These risks would include but not be limited to the following risks:
- a. **Misuse of Password:**
 - i. I / We acknowledge that if any third person obtains access to my / our password, such third person would be able to provide Payment Instructions to the Bank.
 - ii. I / We shall ensure that the terms and conditions applicable to the use of the password as contained in the Net Banking Terms and Conditions are complied with at all times.
 - b. **Internet Frauds:** The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions to the Bank. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet Frauds, hacking and other actions that could affect Payment Instructions to the Bank. I / We shall separately evolve / evaluate all risks arising out of the same.
 - c. **Mistakes and Errors:** The filling in of applicable data for transfer of funds and / or issue of DD would require proper, accurate and complete details. For instance, I / we am / are aware that I / we would be required to fill in the account number of the person to whom the funds are to be transferred. Similarly in the case of request for DD, I / we would be required to fill in the correct details such as the name of the payee (who may or may not have an account with the Bank), mailing address, amount of the DD and the city / state where the DD is payable. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts or the DD maybe incorrectly issued or sent to a wrong address and there is no guarantee of recovery thereafter. I / We shall therefore take all care to ensure that there are no mistakes and errors and that the information given by me / us to the Bank in this regard is error free, accurate, proper and complete at all points of time. I / We agree that the Bank is providing the services at my sole risk. I / We agree that the Bank shall not be liable for any loss, damages or consequences whatsoever arising due to any erroneous or incomplete information or any delay in executing the instructions for reasons beyond the control of the Bank. On the other hand in the event of my / our account receiving an incorrect credit by reason of a mistake committed by some other person, the Bank shall be entitled to reverse the incorrect credit at any time whatsoever without my / our consent. I / We shall be liable and responsible to Bank and accede to accept the Bank's instructions without questions for any unfair or unjust gain obtained by me / us as a result of the same.
 - d. **Transactions:** The transactions, which I / we may require, the transfer of the funds or issue of DD may not fructify or may not be completed by the parties to whom I / we request the Bank to transfer the funds or issue a DD. The Bank is not in any manner involved in the said transactions and contracts, and my / our sole recourse in this regard shall be with the party with whom I / we have the transactions. The Bank is merely providing me / us services whereby the said funds would be transferred on my / our instructions. The transaction(s) for transfer of funds as per my / our instruction may not fructify or may not be completed for any reason whatsoever, in such cases, I / we shall not hold the Bank responsible or involved in any manner in the said transaction(s) and contracts and my / our sole recourse in this regard shall be with the party to whom my / our instruction was favouring for the transfer of funds. The Bank is merely providing me / us the services whereby the said funds would be transferred at my / our instructions.
 - e. **Technology Risks:** The technology for enabling the transfer of funds and the other services offered by the Bank could be affected by virus or other malicious, destructive or corrupting code, programme or macro. It may also be possible that the site of the Bank may require maintenance and during such time it may not be possible to process the request of the customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. I / We understand that the Bank disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Bank to honour any customer instruction for whatsoever reason. I / We understand and I / we accept that the Bank shall not be responsible for any of the aforesaid risks. I / We also accept that the Bank shall disclaim all liability in respect of the said risks.
11. **Limits:** I / We are aware that the Bank may from time to time impose maximum and minimum limits on transfer of funds that may be transferred or on amount of the DD that can be issued by virtue of the payment transfer service given to me / us hereunder or on transactions restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. I / We shall be bound by such limits imposed and shall strictly comply with them. I / We realise and accept and agree that the same is to reduce the risks on me / us. I / We shall be bound by such limits imposed and shall strictly comply with them.
12. **Indemnity:** I / We shall indemnify the Bank from and against all losses and damages that may be caused as a consequence of breach of any of the Net Banking Terms and Conditions and the terms and conditions mentioned herein above.
13. **Withdrawal of Facility:** The Bank shall be entitled to withdraw this service at any time whatsoever.
14. **Charges:** I / We hereby agree to bear the charges as may be stipulated by the Bank from time to time for availing of these services.
15. **Binding nature of above terms and conditions:** I / We agree that by use of this facility, I / We shall be deemed to have agreed to all the above terms and conditions and such terms and conditions shall be binding on us in the same manner as if I / we have agreed to the same in writing.

16. **Authority to the Bank:** Net Banking access in the Customer's Account(s) are permitted only after authentication of the Customer ID and Password. I / We agree that I / we grant express authority to the Bank for carrying out the banking transactions performed by me / us through Net Banking. The Bank shall have no obligation to verify the authenticity of any transaction received from me / us through Net Banking or purporting to have been sent by me / us via Net Banking other than by means of verification of my / our Customer ID and the password(s). The display or printed output that is produced by me / us at the time of operation of Net Banking is a record of the operation of the internet access and shall not be construed as the Bank's record of the relative transactions. The Bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within 15 days from the date of access or from the date of sending the periodical statement, whichever is earlier. All transactions arising from the use of Net Banking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally.
17. **Accuracy of Information:** I / We agree that I / we am / are responsible for the correctness of information supplied to the Bank through the use of Net Banking or through any other means such as electronic mail or written communication. The Bank accepts no liability for the consequences arising out of erroneous information supplied by me / us. I / We agree that if I / we notice any error in the account information supplied to me / us through Net Banking or by the use of any of the Net Banking services, I / we shall advise the Bank as soon as possible. The Bank will endeavour to correct the error promptly and adjust any interest or charges arising out of the error. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerised back up system maintained by the Bank. While the Bank will take all reasonable steps to ensure the accuracy of the statement, the Bank is not liable for any error. I / We agree that I / we shall hold the Bank harmless against any loss, damages, etc. that may be incurred / suffered by me / us, if the information contained in the above said outputs turns out to be inaccurate / incorrect.
18. **Liability:**
- a. I / We shall not be liable for any unauthorised transactions occurring through the use of Net Banking, which can be attributed to the fraudulent or negligent conduct of the employees of the Bank. If I / we comply with the Terms and advise the Bank in writing under acknowledgment immediately after I / we suspect that my / our Customer ID(s) or password(s) is / are known to another person and / or notice an unauthorised transaction in my / our Net Banking account, I / we shall not be liable for losses arising out of the unauthorised transactions occurring in the Net Banking accounts after the receipt of such advice by the Bank. I / We agree that I / we shall be liable for some or all loss from unauthorised transactions in the Net Banking accounts if I / we have breached the Terms or contributed or caused the loss by negligent actions such as the following:
- i. Keeping a written or electronic record of Net Banking password.
- ii. Disclosing or failing to take all reasonable steps to prevent disclosure of the Net Banking password to anyone including Bank staff and / or failing to advise the Bank of such disclosure within reasonable time.
- iii. Not advising the Bank in a reasonable time about unauthorised access to or erroneous transactions in the Net Banking accounts.
- b. The Bank shall in no circumstances be held liable to the customer if Net Banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the Bank. The Bank shall, under no circumstances, be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by me / us or any other person.
19. **Disclosure of Personal Information:** I / We agree that the Bank or its contractors may hold and process my / our Personal Information on computer or otherwise in connection with Net Banking services as well as for statistical analysis and credit scoring. I / We also agree that the Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following:
- i. For participation in any telecommunication or electronic clearing network.
- ii. In compliance with a legal directive.
- iii. For credit rating by recognised credit scoring agencies.
- iv. For fraud prevention purposes.
20. **Bank's Lien:** The Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in my / our accounts whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Net Banking service extended to and / or used by me / us.
21. **Proprietary Rights:** I / We acknowledge that the software underlying the Net Banking service as well as other Internet related software which are required for accessing Net Banking is the legal property of the respective vendors. The permission given by the Bank to access Net Banking will not convey any proprietary or ownership rights in the above software. I / We agree that I / we shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying Net Banking or create any derivative product based on the software.
22. **Non-Transferability:** The grant of facility of Net Banking to me / us is not transferable under any circumstance and shall be used only by me / us.
23. **Termination of Net Banking Service:** I / We may request for termination of the Net Banking facility any time by giving a written notice of at least 15 days to the Bank. I / We agree that I / we will remain responsible for any transactions made on my / our Net Banking account(s) through Net Banking prior to the time of such cancellation of the Net Banking Service. The closure of all my / our Accounts will automatically terminate the Net Banking service. The Bank may suspend or terminate Net Banking services without prior notice if these terms and conditions are breached.
24. **Notices:**
- The Bank and I / we may give notices under these Terms and Conditions:
- a. Electronically to the mailbox of either party. Such notices will be regarded as being in writing.
- b. In writing by delivering them by hand or by sending them by post to the last address given by

me / us and in the case of the Bank to the following address: DCB Bank, 6th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai - 400013.

- c. In addition, the Bank may also publish notices of general nature, which are applicable to all customers of Net Banking on its web site. Such notices will have the same effect as a notice served individually to me / us.

Terms & Conditions for DCB Business Internet Banking

DEFINITIONS

DCB Bank refers to DCB Bank Limited, a banking company incorporated under the Companies Act 1956 (CIN: L99999MH1995PLC089008) and deemed to exist within the meaning of

Companies Act, 2013, licensed as a bank under the Banking Regulation Act, 1949 and having its Registered Office at 6th Floor, Peninsula Business Park, Tower A, Senapati Bapat Marg,

Lower Parel, Mumbai – 400 013, which term shall include its successors and assigns.

Account refers to the Customer's Current Account and / or any other type of account of DCB Bank available for operation of the Business Internet Banking facility.

Business Internet Banking (BIB) facility refers to Business Internet Banking, Debt Online, Forex Online, Payment Gateway facility, Derivatives Online and such other similar services/facilities.

Customer refers to a corporate customer of DCB Bank availing Business Internet Banking and Transaction services/facilities that may be offered in future.

User refers to a person authorised by the Customer who would be actually operating the BIB facility as agent of the Customer.

Any communication addressed to the User by DCB Bank shall be deemed to have been addressed to the Customer also.

ACCESSING ONLINE SERVICES

DCB Bank may offer BIB facility to selected Customers at its discretion. The Customer shall be an internet user or have access to the internet and knowledge of how the internet works.

AUTHENTICATION PROCEDURE

The Customer agrees and undertakes to take all reasonable steps to ensure that the password is not revealed to any third party.

For the first time, DCB Bank will send the password to the Customer by courier/post in a sealed envelope. Once the courier is delivered at the Customer's mailing address, the responsibility of DCB Bank shall cease for the said password. The User is required to change the password for the first time. As a safety measure User shall frequently change the password thereafter.

The Customer shall be responsible and liable for the safekeeping and use of the Customer ID and Password and where applicable, for any damages and other consequences of their

misuse. In case of breach of confidentiality and use of Customer ID and / or password by any third party, Customer shall indemnify DCB Bank against any such liability, costs and damages.

In case the Customer loses or forgets Customer ID and / or password, it can request for change and new password by sending a written request to DCB Bank.

PAYMENT GATEWAY

Merchant is an entity that provides/ sells services and / or products of interest to DCB Bank internet banking user.

Aggregator is an entity that is involved in the business of electronic payments / transactions and collections.

1. I/We agree and accept the Online Payment Service provided by DCB Bank at my / our request to carry out the Online Payment through Payment Gateway instructions on my/our account.
2. I/ We accept the payment of mentioned amount to the Merchant / Aggregator via DCB Bank Internet Banking.
3. I/We have no objection whatsoever, to the Merchant / Aggregator / service provider providing billing details to DCB Bank.
4. I/We hereby acknowledge that I/we am/are utilizing this service / facilities at my/our own risk, responsibility and liability.
5. I/We agree that DCB Bank shall assume no responsibility and liability for:
 - 5.1 Transactions carried out under the service / facility in good faith relying on my/our instructions.
 - 5.2 Not carrying out transactions where DCB Bank has reason to believe that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful.
 - 5.3 For the performance of any other entity involved in the process; and for any loss or damage incurred or suffered by me/us for any error, defect, failure or interruption of the service / facility or consequences arising out of delayed payments or non-payment.
 - 5.4 Any loss of damage arising or resulting from delay in transmission or delivery or non-delivery of electronic instructions or any mistake, omission or error in transmission or delivery thereof or in deciphering the instructions from any cause whatsoever or from its misinterpretation received or the action of the destination bank or any other act or omission.
6. When any payments for any goods purchased or any services obtained by using the Online Payment Service, I/we shall ensure that:
 - 6.1 I/We shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories.
 - 6.2 I/We shall provide DCB Bank with all information, documents and/or assistance, as may be required by DCB Bank from time to time.
7. I/We agree that any disputes on payment details will be settled directly with the Merchant and DCB Bank's responsibility is limited to provision of information only.
8. I/We agree that I/we will make the bill amount payments as required by the Merchant. I/We will not hold DCB Bank responsible and liable for the Merchant rejecting the payment amount because of incorrect or incomplete entries.
9. I/We agree that DCB Bank will not be held responsible and liable for the delivery of goods and provision of services by the Merchant or the condition of the item when it is delivered or if the Merchant inadvertently delivers goods or services to some other customer. DCB Bank's role is restricted to provision of information and Payment Gateway service / facility only. All disputes

regarding delivery / condition / quality of goods and services are to be taken up directly with the Merchant.

10. I/We agree that charges if any for the Online Payment services/facility will be at the sole discretion of DCB Bank and DCB Bank is at the liberty to vary the same from time to time, without giving any notice to me/us.
11. I/We agree that DCB Bank is having right (but not as an obligation) to reverse any debit to my / our account due to non-availability / non-delivery of goods/rejection of the goods / services or any other reason only upon my/our specific request made in this regard setting out the reason and on confirmation of the same by the Merchant / service provider. I / We shall not hold the Bank liable and responsible for any delay in reversing such debit entry(ies).
12. I/We agree that all refunds due to non-delivery of goods / rejection of the goods will be done at the request of the Merchant/ Aggregator.
13. I/We agree not to use or permit the use of the Payment Gateway service / facility or any related services/facilities for any illegal or improper or unlawful purposes.
14. I/We understand, acknowledge and agree that DCB Bank is a mere facilitator for this service and that DCB Bank does not warrant or claim any responsibility and liability for this service / facility nor does DCB Bank endorse any such service / facility and / or its standing or reputation whatsoever and DCB Bank is not liable and responsible for any deficient or bad services in any manner whatsoever and for any loss, whatsoever that I / we may suffer. The risk in this regard is entirely on me/us.
15. I/We agree that DCB Bank is at liberty to withdraw at anytime the Online Payment service / facility, or any services / facilities, in respect of any or all of the accounts without assigning any reason whatsoever, without giving any notice to me/us.
16. I/We may request for termination of the service / facility any time by giving a written notice of at least 3 working days to DCB Bank. The termination shall take effect on the completion of the 3rd working day. I/We will remain responsible and liable for any transactions made through the service/facility until the time of such termination. DCB Bank may withdraw or terminate the Online Payment service/facility anytime either entirely or with reference to a specific Merchant or user; or in case of breach of terms by me/us without a prior notice.
17. I/We agree that by use of this Online Payment service / facility, I/we shall be deemed to have agreed to all the terms and conditions mentioned herein and such terms and conditions shall be binding on me/us in the same manner as if I/we have agreed to the same in writing.

GOVERNING LAW AND JURISDICTION

The terms and conditions and provisions under this form shall be governed by, and construed in accordance with Indian law and the courts at Mumbai shall have the exclusive jurisdiction in case of any dispute.

TERMINATION EVENTS

In case of termination, DCB Bank shall be entitled to receive all fees and other monies becoming due up to the date of such termination. DCB Bank shall be entitled to deduct any sum payable to it from any amounts DCB Bank may have to remit to the Customer on termination of the service / facility.

RIGHT TO ALTER THE SERVICES/FACILITIES AND TERMS AND CONDITIONS OF THE SERVICES / FACILITIES

DCB Bank reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the services / facilities and to alter the terms and conditions of the services / facilities.

LINKS TO OTHER WEBSITES

DCB Bank's website may contain links to other websites operated by other parties. Such links are provided for the convenience of the Customer and DCB Bank does not control or endorse such websites, and DCB Bank shall not be responsible and liable for their contents and the facilities/services obtained through such websites.

G. DEBIT CARD

Definitions

- "The Bank", means DCB Bank and its successors and assignees.
- "Card" or "Debit Card", refers to the DCB Visa Debit Card and Junior Saver Debit Card issued by DCB Bank to a Cardholder.
- "Cardholder", "you", "him" or similar pronouns shall, where the context so admit, refer, to a customer of DCB Bank to whom a DCB Debit Card or Junior Saver Debit Card has been issued by DCB Bank to operate on a nominated account(s). All references to the Cardholder in the masculine gender will also include the feminine gender.
- "Account(s)", refers to the Cardholder's Savings or Current accounts or any other applicable account that have been designated by DCB Bank to be eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder / signatory.
- "Primary Account", shall mean in case of multiple accounts linked to the Card, the account that has been designated as being the main / first account of operation. i.e. the account from which purchase transactions, cash withdrawal charges and fees related to the Card are debited.
- "Nominated Accounts", includes the Primary Account as described above, and it indicates the Cardholder's account(s) nominated by him to be accessed by his Debit Card and PIN
- "ATM", refers to Automated Teller Machine whether in India or overseas, whether of DCB Bank, or of any other bank on a shared network, at which amongst other things, the Cardholder can use his Debit Card to access his funds in his account(s) held with DCB Bank.
- "PIN", means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by DCB Bank, chosen by him from time to time.
- "Transaction", means any instruction given by a Cardholder by using his Card directly or indirectly, to DCB Bank to effect action on the account. (Examples of transactions can be retail purchases, cash withdrawals, cash / cheque deposits, etc.)
- "International Transactions", refers to the transactions performed by the Cardholder through his internationally valid Debit Card, outside India, Nepal and Bhutan.
- "Statement", means a periodic statement of account sent by DCB Bank to a Cardholder setting out the transactions carried out by the Cardholder(s) during the given period and the balance on

that account. It may also include any other information that DCB Bank may deem fit to include.

- "Merchant" or "Merchant Establishments", shall mean establishments wherever located which accept / honour the Card and shall include amongst others: stores, shops, restaurants, airline organisations, etc. advertised by DCB Bank or Visa International.
- "EDC" or Electronic Data Capture", refers to electronic Point-of-Sale swipe terminals whether in India or overseas, whether tied up by DCB Bank or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
- "Visa", means a trademark owned by and normally associated with Visa International.
- "Visa / Plus ATM Network", means ATMs that honour the Debit Card and that display the Visa / Plus or Electron symbols.
- The Debit Card ("the Card") is issued by DCB Bank") having its registered office at 6th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai - 400013 India on the terms and conditions detailed herein.

Front of the Card

- Card number: This is your exclusive 16-digit card number. Please quote this number in all communication / correspondence with the Bank.
- Your name / customer ID: Only you are authorised to use your Debit Card.
- Valid From – Valid Thru (MM-YY format): Your Debit Card is valid until the last day of the month of the year indicated on the Card.
- Visa logo and hologram: Any merchant establishment displaying this logo accepts your Debit Card worldwide.
- Electronic Usage sign: In case of purchase transactions, the Debit Card can be used at merchant outlets with an electronic Point-of-Sale swipe terminal. Please do not try and use your Card at merchants with "paper imprinters" or for Mail / Telephone order transactions.

Back of the Card

- Magnetic Strip: Important information pertaining to your Debit Card is encoded here. Please protect your Card from scratching or exposure to magnets and magnetic field as they can damage the strip.
- Signature Panel: Please sign the back panel immediately on receipt of your Card with a non-erasable ballpoint pen (preferably in black ink). The signature you will use to sign charge slips at merchant outlets needs to be the same as the signature on the Card.
- DCB Customer Care: You can call us at any time on our helpline no. (022) 6899 7777 / (040) 6815 7777 for any queries or should you require assistance regarding your Debit Card.
- Personal Identification Number (PIN): You will receive a confidential PIN for use of your Card at ATMs.

KNOW YOUR DEBIT CARD

Activation

- A Personal Identification Number (PIN) will be sent to you separately for using your Debit Card at ATMs.
- In case of any difficulty please call our Customer Care Centre at (022) 6899 7777 / (040) 6815 7777. We will be glad to assist you.
- The usage of the Card shall deemed to be acceptance of the terms and conditions of the DCB Debit Card by you.

Usage Guidelines

- Your Debit Card from DCB Bank is extremely versatile and simple to use, being valid both in India and overseas.

International Usage

- Your Debit Card is valid both in India and overseas. However, it is not valid for making transactions in currencies other than the local currencies of India, Nepal and Bhutan when travelling in Nepal and Bhutan. However, if your Card is a Rupay Card, transactions can be done using that Card in Bhutan.
- All of your Debit Card transactions (purchases as well as cash withdrawals) overseas must be made in strict accordance with the Exchange Control Regulations of the Reserve Bank of India or any other regulations as applicable from time to time. Failure to comply with RBI guidelines or any other regulations will render you liable for action under the Foreign Exchange Management Act 1999.
- You may have your passport endorsed by an Authorised Dealer when you avail of foreign exchange under the Basis Travel Quota (BTQ). If you desire, you can select DCB Bank as your Authorised Dealer.
- Detailed instructions as to the use of your Debit Card overseas can be found in the section "Using your Debit Card abroad".
- Your PAN should be updated correctly in the records of the Bank to opt for International transactions on your DCB Bank Card.

Merchant Outlet Transactions (Point of Sale / Purchase)

- Using your Debit Card for shopping at any merchant outlets in India and worldwide (where Visa / Rupay Cards are accepted), follow the simple steps to ensure total shopping satisfaction.
- Please note that since signature verification is essential for Debit Card transactions, you need to be physically present along with your Card at the time of purchase. Please do not use Debit Card for Mail Order and Telephone Order and Internet purchase Transactions.
- Look for a Visa / Visa Electro / Rupay sign at the Point-of-Sale merchant establishment. The merchant must have an electronic Point-of-Sale card swiping terminal.
- Present your Debit Card after making your purchase.
- The Card will be swiped / dip-in by the merchant on an Electronic Data Capture Terminal (PoS / EDC machine) for authorisation.
- After a successful authorisation, your account will be debited for the transacted amount. Sometimes the transaction amount and / or tips, surcharge or exceptional transaction amount would be debited to your account subsequently / at a later date. Your limit is equivalent to the balance in your account, subject to daily transaction limit. Daily POS transaction limit will apply.
- A sales slip will be generated.

- Check and sign* the sales slip. Your signature must match that on the reverse side of the Card. (* in case of second factor authentication [i.e. 4 digit PIN etc.] physical sign is not mandatory).
- Ensure your Card is returned to you.
- Preserve your copy of the sales slip for future reference.
- When using the Card at a merchant establishment, the purchase amount will always be debited to the designated primary account of the Debit Card. Kindly ensure that your account is adequately funded to meet the debits pertaining to tips, petrol / railway surcharge or any other exceptional transactions which are debited to your account belatedly.

Online (E-commerce / Card Not Present) Transaction:

- Using your Debit Card online shopping / payments can be done within India and abroad*
- To complete online payment second factor authentication is must, second factor authentication is called "The information / details are not present on the Card and known to only Card holder"
- DCB Debit Card will not work on Website / Mobile application(s) which doesn't authenticate / ask for second factor authentication (OTP – One Time Password) to honor your transaction / payment.
- The Cardholder agrees, understands and confirms that his/ her personal data including without limitation details relating to Debit Card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that the DCB Bank have no control over such matters. Cardholder should be more vigilant, while using the DCB Debit Card for only transactions / payments.
- Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the Cardholder, the DCB Bank does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
- DCB Bank shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

ATM Usage

- You can use your Debit Card at any of the DCB Bank ATMs in India for a variety of transactions such as cash withdrawal, balance enquiry, mini statement request, PIN change, cheque book request, funds transfer, pre-paid mobile recharge and any other transactions as may be made available from time to time.
- In addition, you can also use your Debit Card to access your account for cash withdrawal and balance enquiry at any Visa ATM in India and overseas.
- We would communicate to you any other ATM sharing arrangement, which DCB Bank may enter from time to time to facilitate increasing your reach to access your account with us.
- The Card can also be used in outside India locations and any charges levied by the Acquiring Bank shall be charged in the account in which the Card is linked.

Please Note:

- Charges for cash withdrawal / balance enquiry / other transactions at DCB Bank ATMs or Visa ATMs would be as per the schedule of service charges. Please contact your nearest DCB Bank Branch or visit our website www.dcbbank.com for further details.
- Please note that all transactions (accepted or declined) at other than DCB Bank ATMs are subjected to a transaction charge as determined by the Bank and are subject to change from time to time without prior notice.
- Any usage intimation will be sent to Registered Mobile Number (RMN) and/or email ids of the customer (email ids in case of NRI customers), as per Bank's records. Any responsibility of modification in the records of the Bank will be with the Card holder(s).
- As per RBI regulation, International transactions and online transactions are in "disabled" state at the time of issuance / activation of the card. Customers are required to place a request for enabling it once the card is activated by the card holder(s).

ADVANTAGES OF YOUR DEBIT CARD

Additional Cards

- Additional Cards will be issued to joint account holders of the account, provided the operating instructions for the account are "self", "either or survivor", "any one or survivor". Charges will be as per the tariffs applicable from time to time.

INSURANCE

Zero Lost Card Liability

If your Debit Card from DCB Bank ever gets lost or stolen, you are protected from fraudulent purchase transactions from the moment you report the loss to DCB Bank in India (call our Customer Care Centre 022 - 6899 7777 / 040 - 6815 7777). Please confirm the loss in writing to:

DCB Bank, NPC, No. 2, Thanikachalam Road, T Nagar, Chennai - 600017.

Please note that the cover is valid only for fraudulent payment transactions at shops, MEs and POS. The insurance is not valid for ATM transactions, as the PIN, known only to you, is required. You are required to file a police complaint for the Lost / Stolen card. DCB Bank will arrange to replace your card as soon as the instructions are received in writing. The cover is only valid for any misuse resulting in financial loss 3 days prior to loss reported and 5 days after the loss reported. If you recover your card after you have reported its loss, please do not attempt to use it. Instead, please destroy the card by cutting into several pieces through the magnetic strip.

Customer Care Centre

- For any queries regarding your Debit Card, please call the DCB Bank's Customer Care Centre at (022) 6899 7777 / (040) 6815 7777.

Account Statement

- Transactions on your Debit Card, including those of additional Card will reflect along with relevant details on your regular Bank Account Statement sent periodically. Additional Cardholders will not receive a separate account statement.

Looking After Your Debit Card

Following these simple guidelines will ensure that using your Debit Card from DCB Bank is a pleasant experience.

- Treat your Debit Card in the same way you treat cash. Keep it with you at all times and never leave it unattended.
- Your Debit Card is for your exclusive use only. It should never be surrendered to anyone other than a designated Bank Officer at a DCB Bank branch and that too only after cutting into several pieces through the magnetic strip.
- Never reveal or surrender your personal identification number (PIN) to anyone. Please destroy all evidence of the PIN after memorising it. Do not write it on the Debit Card and never keep a written copy of it in close proximity to your Debit Card. It is also recommended that you change the PIN to a number of your choice as soon as possible and at regular intervals. (At least once in three months thereafter.)
- If your Card is lost / stolen, or if you suspect that your Card has been used fraudulently, call the Customer Care Centre (022) 6899 7777 / (040) 6815 7777, immediately to report the loss.
- In case you need your Card to be re-issued or terminated, please send in your request in writing to the DCB Bank branch where you have your account. A replacement Card shall be provided to you at applicable tariff. Upon Card expiry or closure of your account, please cut your Debit Card into several pieces through the magnetic strip.
- Always ensure that the Debit Card is swiped in your presence when transacting at merchant establishments. Never sign an incomplete sales slip.
- Do not attempt to use your Debit Card at merchant establishments that do not possess electronic Point-of-Sale swipe terminal.
- Do not attempt to use your Debit Card for making purchases via telephone / mail / internet.
- Please promptly notify DCB Bank, in writing, of any changes in your telephone numbers or mailing address.

Using Your Debit Card Abroad

- All expenses incurred overseas must be strictly in accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). Please note that the aggregate expenses you incur overseas (i.e. through cash / traveller's cheques / your bank account / Debit Card / Credit Card) should not exceed the limit set by the RBI, as prevailing from time to time.
- Foreign Exchange Entitlement (as per regulations on date of print). Basic Travel Quota (BTQ): Resident Indians are allowed a BTQ entitlement not exceeding US \$ 10,000 or its equivalent per person in one calendar year for one or more private visits to any country (except Nepal or Bhutan).
Business Travel and Entertainment Allowance: Foreign Exchange not exceeding US \$ 25,000 per trip, irrespective of the period of stay, for business purposes or for participating in conferences or seminars.
- To be in compliance with the Exchange Control Regulations, you are also required to have your passport endorsed by an Authorised Dealer when you avail of foreign exchange under the BTQ. You can select DCB Bank to be your Authorised Dealer.
- Please note that your account statement reflects both domestic and international Debit Card transactions.
- To track your overseas spends, in order to ensure that they are within the permissible RBI limits, you will have to convert the equivalent Rupee amount shown on your statement for each overseas transaction to US \$ using the day's TT selling rate which can be obtained from your Authorised Dealer.
- All transactions (domestic and international) incurred by your additional Cardholders will also be reflected on your account statement. Additional Cardholders may have their passport endorsed for the foreign exchange they have availed of under the BTQ and must ensure that the expenses they incur overseas are strictly in accordance with the Exchange Control Regulations of the RBI.
- For a comprehensive list of all Visa ATMs please visit the Visa website www.visa.com
- In case you are unable to withdraw cash from any Visa ATM, try keying in a lower amount (as some ATMs have a cash disbursement limit) or try after a few minutes (as the network server may be down).
- Not all ATMs have a balance inquiry option.
- At the time of cash withdrawal at Visa ATMs abroad the screen displays 3 options for the type of accounts that you can effect the transaction in: 1) Credit 2) Savings 3) Checking. Please choose the Credit option, as the other options do not hit the Visa network.
- At a few Merchant Establishments abroad, you may have to ask the cashier to swipe your DCB Debit Card as a Credit card. This is because in some countries "Debit" is connected only to the local network and the transaction may be declined, as it would not reach Visa network. Your card will continue to function as a Debit Card.
- Transactions at some of the Point-of-Sale (merchant) are usually for a nominal amount to check the validity of the card. Your account would initially get debited only for such nominal amount. However, the actual transaction amount would be subsequently and separately debited to your account. Please ensure to have sufficient balance maintained in your account to meet such belated debits.
- In case the Debit Card is used for both business and personal expenses, the two must be tracked separately to ensure that you comply with both the Basic Travel Quota and Business Travel permissible limits.
- Any violation of the Exchange Control Regulations arising out of utilisation of this Debit Card is the responsibility of the individual Cardholder (primary / additional) and he / she will be liable for action under the provisions of the Foreign Exchange Management Act (FEMA) 1999 and any other regulations in force from time to time. Please also note that the onus of ensuring compliance with the regulations is on the holder of the internationally valid Debit Card.
- Liberalised Remittance Scheme reporting of any overseas spends will be done basis the transactions value and that in case the limit is exceeded by the customer he/she will abide by the rules applicable as per FEMA guidelines / Bank's laid down process.
- Tax Collected at Source (TCS) for International Debit Card transactions charging clause to be included in line as below:
Please note that from 1st October, 2020, all foreign remittance transactions including debit card

transactions under Liberalised Remittance Scheme (LRS) will be subject to Tax Collection at Source (TCS) under Section 206C of the Income Tax Act, 1961. TCS at 5% shall be applicable on the aggregate foreign remittances/ international debit card transaction under LRS exceeding INR 7 Lakh in a financial year.

Type of Transaction

International transactions on DCB Debit Card & DCB Niyo Global Card (including Dynamic Currency Conversion - DCC transactions)

TCS Applicable

5% tax shall be applicable on each and every card based foreign transaction.

If the cumulative value of foreign transactions is not exceeding INR 7 Lakh in a financial year, then the TCS amount will be refunded in the account from which TCS has been debited within 12 days from the date of transaction.

In the event where the amount remitted is for the purpose of pursuing education through a loan obtained from a financial institution, TCS @ 5% will be levied at the time of the transaction. Refund will be effected within 12 days from the date of transaction, if the below mentioned documents are e-mailed to customercare@dcbbank.com

- a. Approved loan sanction letter for educational purpose and
- b. Statement for fund transfer to DCB Bank Card/loan account to ascertain the source of fund

If the remittance has exceeded the regulatory limit of INR 7 Lakh from all sources, refund of TCS will be effected only at the rate of 4.5%, after appropriating 0.5% towards TCS on overseas education, provided the above mentioned documents are emailed to the Bank.

Please ensure to fund the account sufficiently to cover the international card transactions, TCS amount, remittance charges, correspondent bank charges and other taxes/ charges as applicable. In the event of insufficient funds in the account, the transaction/s will not be processed.

Please note that TCS deducted cannot be refunded by the Bank in the event of return of remittance. In the case of Card transactions, TCS once collected can be refunded by the Bank only if the reversal or cancellation of the transaction has happened on the date of transaction itself.

However, it may be noted that TCS credit can be claimed by filing the Income Tax Return subject to applicable income tax provisions.

- All overseas spends is converted at VISA Exchange Rate and DCB Bank has limited scope in this. Bank may decide to levy relevant mark up on the applicable rate as and when applicable as per the Schedule of charges.

AN UNDERSTANDING, AN AGREEMENT

Terms and conditions governing the DCB Debit Card

- Important - Please make sure you have read these Debit Card terms and conditions carefully before using the DCB Debit Card. By using the Debit Card you are unconditionally accepting the terms and conditions listed hereunder and will be bound by them and you accept the onus of ensuring compliance with the relevant Reserve Bank of India (RBI) Regulations, Exchange Control Regulation, Foreign Exchange Management Act 1999 ('The Act'), all the rules and regulations framed under the Act and as amended / modified / applicable from time to time and any other corresponding enactment in force from time to time. You will also continue to remain bound by the terms and conditions of operation of your Savings Bank Account / Current Accounts or any other applicable account with DCB Bank.

Card Validity and Cardholder Obligations

- The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank of India and FEMA 1999. The issue and use shall also be governed by the terms and conditions contained herein and as amended from time to time.
- The Card shall be valid only for transaction options, as permitted by the Bank from time to time in India and abroad, at DCB Bank ATMs and Visa ATMs.
- The 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 Cardholder is requested to ensure that the identity of the Bank's Officer is established before handing over the Card.
- The Debit Card is not transferable or assignable by the Cardholder under any circumstances.
- You must sign the Card immediately upon receipt. You must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under your personal control at all times.
- The Personal Identification Number (PIN) issued to the Cardholder for use with the Card or any numbers chosen by the Cardholder as a PIN, will be known only to the Cardholder and are for the personal use of the Cardholder and are non-transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of the Bank or to merchant establishments, under any circumstances or by any means whether voluntary or otherwise.
- The Cardholder's account will be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the Card. Sometimes the transaction amount and / or tips, surcharge or exceptional transaction amount would be debited to your account subsequently / at a later date. The Cardholder will maintain sufficient funds in the account to meet any such transactions.
- The Cardholder shall not be entitled to overdraw the Cardholders' account(s) with DCB Bank or withdraw funds by the use of the Debit Card in excess of any agreed overdraft limit.

- The Cardholder will be responsible for transactions effected by the use of the card whether authorised by the Cardholder or not, and shall indemnify DCB Bank against any loss or damage caused by any unauthorised use of the Card or related PIN, including any penal action arising therefrom on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act 1999 or any other law being in force in India and / or any other country / state / territory law being in force in India and / or any other country / state / territory wherever located in the world at the time, notwithstanding the termination of this agreement.
- You are requested to note that the Debit Card is valid up to the last day of the month / year indicated. You hereby undertake to destroy the Debit Card when it expires by cutting it into several pieces. Your renewed Debit Card shall be sent to you before the expiry of the Card at the discretion of DCB Bank, upon evaluation of the conduct of your account. DCB Bank reserves the sole right of renewing your Card account on expiry.
- The Cardholder will inform DCB Bank in writing within 15 days from the statement date of any irregularities or discrepancies that exist in the transaction details at an ATM / merchant establishment on the statement of account sent by DCB Bank. If no such notice is received during this time, DCB Bank will assume the correctness of both the transactions and the statement of account.

International Usage

- Utilisation of the Card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of your failure to comply with the same, you are liable for action under the Foreign Exchange Management Act 1999 and may be debarred from holding the Debit Card from DCB Bank either at the instance of DCB Bank or the RBI. You shall indemnify and hold harmless DCB Bank from and against any / all consequences arising from you not complying with Exchange Control Regulations of the RBI.
- The Debit Card is not valid for foreign currency transactions in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- International usage covering overseas transactions would be marked up by 3% of the transaction amount or by any other rate as determined by the Bank from time to time. Please note that the mark-up is not levied by Visa International to the cardholders.
- DCB Bank shall be under no liability whatsoever and shall be deemed to be indemnified in respect of loss or damage arising directly or indirectly out of the decline of a charge caused by the Cardholder having exceeded the foreign exchange entitlements as prescribed by the Reserve Bank of India (RBI) as issued from time to time, on DCB Bank becoming aware of the Cardholder exceeding his entitlements.
- Non-Resident Indians can hold an internationally valid Debit Card, provided all dues arising out of its use in India / overseas are met out of a NRE account held with DCB Bank.
- You undertake not to use the Card for making payment for any illegal purchases i.e. purchases of items / services not permitted by the RBI / any other extant statutory regulations.

Merchant Establishment Usage

- The Card is accepted at all electronic Point-of-Sale terminals at merchant establishments in India and overseas which display the Visa / Visa Electron logo.
- The Card is for electronic use only and will be accepted only at merchant establishments that have an electronic Point-of-Sale swipe terminal. Any usage of the Card at mail order or telephone order transaction will be deemed unauthorised and the Cardholder will be solely responsible for such transactions. Please note that the PIN is not required for use of the Debit Card at the electronic Point-of-Sale swipe terminals at merchant establishments.
- In case the Cardholder already has a DCB ATM Card, on issuance of the Debit Card, the ATM card will be deactivated.
- You must sign the sales slip and retain your copy of the sales slip whenever the Card is used at merchant establishments. DCB Bank will not furnish copies of the Sales slip. Any sales slip not personally signed by you but which can be proven, as being authorised by you will be deemed to be your liability.
- The Debit Card is accepted at any Visa Card merchant outlets worldwide. DCB Bank will not accept any responsibility for any dealings the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any Visa Card merchant establishment, you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to DCB Bank.
- DCB Bank accepts no responsibility for any charges over and above the value / cost of transactions levied by any merchant establishment and debited to your account along with the transaction amount.
- A purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The refund will only be credited to your account (less cancellation charges) as and when it is received from the merchant. If the credit is not posted to your card account within 30 days from the day of refund, you must notify DCB Bank along with a copy of the credit slip from the merchant.
- In case of Cards linked to multiple accounts, transactions at merchant establishments will be effected only on the primary account. In case there are insufficient funds in the said account DCB Bank will not honour the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Card.
- The Card is not to be used at Hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.
- The Card should not be used for any Mail Order / Phone Purchases and any such usage will be considered as unauthorised.
- The Card should not be used for payment of subscription to foreign magazines / periodicals and any such usage will be considered as unauthorised.
- The Cardholder would be solely liable for all unauthorised acts and transactions.
- Sometimes the transaction amount and / or tips, surcharge or exceptional transaction amount would be debited to your account subsequently / at a later date.
- Kindly ensure that your account is adequately funded to meet the debits pertaining to tips, petrol / railway surcharge or any other exceptional transactions which are debited to your account belatedly.

- The Bank is not responsible if your card is not accepted or if any transaction is declined at POS (member establishment / merchant location) for any reason whatsoever.

ATM Usage

- The Card is accepted at the DCB Bank ATMs and Visa / Plus ATMs worldwide.
- The DCB Debit Card can also be used for cash withdrawal and balance enquiry at any Visa ATM in India and overseas.
- Charges for cash withdrawal / balance enquiry / other transactions at DCB Bank ATMs or any Visa ATMs in India and overseas would be as per the schedule of service charges. For current applicable rate, please refer to the relevant section of this booklet. Please contact your nearest DCB Bank Branch or visit our website for further details.
- For all cash withdrawals, cheque / cash deposits at DCB Bank ATM, any statements / receipts issued by the ATM at the time of deposit or withdrawal shall be deemed conclusive, unless verified and intimated otherwise by DCB Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the cardholder.
- DCB Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or the circumstances beyond its control.
- DCB Bank will not be liable for any consequential or indirect loss or damage arising from or related to the loss / use of the Card and related PIN, howsoever caused.
- The availability of ATM services in a country other than that in which the Card was issued is governed by the local regulations in force in the said country. DCB Bank shall not be liable if these services are withdrawn without notice thereof.
- The Bank is not responsible if your card is not accepted or if any transaction is declined at any ATM for any reason whatsoever.

Fees

- Annual fees will be debited to your primary account at applicable rate. These fees are not refundable. Charges for other services will be levied to the primary account, at prevailing rates.
- Transaction fees for cash withdrawals / balance inquiry and / or other transactions wherever applicable, will be debited to the account at the time of posting debit entry of the transaction amount or at end of day.
- All charges in foreign currency will be billed in the Cardholder's Bank account statements in Indian Rupees. You hereby authorise DCB Bank and Visa to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as DCB Bank / Visa may from time to time designate.
- The Charges / fees applicable on the usage of the Debit Card maybe revised / changed by DCB Bank from time to time without prior intimation to the Cardholder(s).
- Any charges / fees appearing in this terms and conditions does not include service tax and / or any other cess / taxes as applicable from time to time.

Features of the Debit Card

- The Bank may from time to time, at its discretion, tie-up with various agencies to offer various features on your Debit Card. All these features would be on best efforts basis only, and the Bank does not guarantee or warrant the efficacy, usefulness of any of the products of service offered by any service providers / merchants / outlets / agencies. Disputes (if any) would have to taken up with the merchant / agency, etc. directly, without involving the Bank.

Disclosure of information

- Through this Terms & Conditions, the card holder provides approval to DCB Bank Limited to share data of the card/account holder and its operation with the Technical / Technology Service Provider(s) for this arrangement.
- When requested by DCB Bank and/or its Associate, you shall provide any information, records or certificate relating to any matters that DCB Bank and/or its Associate deems necessary. You will also authorise DCB Bank and/or its Associate to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if incorrect, DCB Bank and/or its Associate may at its discretion refuse renewal of the Card or cancel the Card forthwith.
- DCB Bank and/or its Associate reserves the right to disclose your information and/or documents to any court of competent jurisdiction, quasi-judicial/statutory/regulatory authorities, law enforcement agencies and any other wing of Central Government or State Government.
- DCB Bank and/or its Associate reserves the right to disclose, in strict confidence, to other institution, such information concerning the Cardholder's Account as may be necessary or appropriate in concerning to its participation in any Electronic Fund Transfer network.
- DCB Bank and/or its Associate reserves the right to report to the RBI or any other statutory/regulatory authority expenditure undertaken by the Cardholder(s) in foreign currencies to ensure that the permissible entitlements are not exceeded by the Cardholder(s) and that the Foreign Exchange Management Act, 1999 is not contravened.
- The Cardholder agrees that the Bank and/or its Associate may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to the following:
 - a. For participation in any telecommunication or electronic clearing network,
 - b. In compliance with a legal directive,
 - c. For credit rating by recognised credit scoring agencies,
 - d. For fraud prevention purposes, and
 - e. To credit information bureaus.
- The Cardholder further agrees that the Bank and/or its Associate may disclose information provided in the Account Opening Form for the purpose of cross selling by any marketing agent(s) and / or contractors with whom the Bank and/or its Associate enters, or has entered into any arrangement in connection with providing of services / products, including without limitation, cross selling of various financial products.

Lost or Stolen Card

- In the event that the Card is lost or stolen, the occurrence must be reported to DCB Bank Branch or the Helpline immediately by fastest means of communication followed with a written

communication. A copy of the acknowledged police complaint must accompany the said written confirmation.

- Should transaction be received by DCB Bank after the Card has been lost or stolen but before receipt of your written confirmation you shall be liable for all amounts debited to the accounts. However, if the loss / theft has been promptly reported in writing and that you acted in good faith and with reasonable care and diligence, then your lost Card liability for purchase transactions will be zero (once the loss is reported in writing). There will be no such coverage provided on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential and known only to you.
- You hereby undertake to indemnify DCB Bank fully against any liability / (civil or criminal), loss, cost, expenses or damage that may arise due to loss or misuse of the Card in the event that it is lost and not reported to DCB Bank, or lost and misused before DCB Bank is informed. Provided you have in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of DCB Bank at the applicable fee.
- If it is determined that you were grossly negligent or fraudulent in the handling of the Card, the Bank would not entertain any request for refund / reimbursement of fraudulent usage of the Lost / Stolen card. If any amount is credited to your account based on your representation and / or any information provided by you, the 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 card.
- Should you subsequently recover the Card, it cannot be used. Please destroy the Card by cutting it into several pieces through the magnetic strip.

Insurance

- You acknowledge that the insurance benefit provided on the Card will be available to you as per the terms of the relevant insurance policy in force and only so long as you are and remain an active Cardholder of DCB Bank.
- The Zero Lost Card Liability coverage is provided to Cardholders by HDFC ERGO General Insurance Company Limited (or any other insurance co. with which the Bank may tie-up from time to time) whose terms, conditions and decisions, for which DCB Bank is not liable, will apply.
- You may be asked to submit additional documents, as per the requirements of the case.
- DCB Bank will not be liable for any delayed settlement of the claims.

Statements and Records

- The records of Card transactions will be available on the account statement sent by DCB Bank. Such account statements shall be mailed to the Cardholder on a periodic basis to the mailing address corresponding to the primary account on record as indicated by the Cardholder. The Cardholder can also get details of his transactions at any time by calling DCB Phone Banking Service or utilising the mini statement facility at the DCB Bank ATMs.
- DCB Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

Disputes

- In case of purchase transactions, a sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence between DCB Bank and/or its Associate and the Cardholder as to the extent of the liability incurred by the Cardholder and DCB Bank and/or its Associate shall not be required to ensure that the Cardholder has received the goods purchased / availed of the service to the Cardholder's satisfaction.
- DCB Bank and/or its Associate shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the Account statement or as otherwise determined by the Cardholder within two months of the receipt of notice of disagreement. If after such effort DCB Bank and/or its Associate determine that the charge is correct, then it shall communicate the same to the Cardholder.
- Any dispute in respect of a Shared Network ATM Transaction will be resolved as per VISA Regulations. The Bank and its Associate does not accept responsibility and liability for any dealings the Cardholder may have with Shared Networks. Should the Cardholder have any complaints concerning any Shared Network ATM, the matter should be resolved by the Cardholder with the Shared Network, and failure to do so will not relieve him from any obligations to the Bank and its Associate. However, the Cardholder should notify the Bank and its Associate of the complaint immediately.
- DCB Bank and/or its Associate accept no responsibility for the refusal of any Merchant Establishment to honour the Card.
- These terms and conditions will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai in India irrespective of whether any other Court may have concurrent jurisdiction in the matter.
- The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilized in the resolution of a dispute.
- The Bank and/or its Associate accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that any service can be accessed through the 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 Account(s) of the Cardholder and/or the use of any of these services.

General

- You will promptly notify DCB Bank in writing of any change in your employment and / or office and / or residential address and telephone numbers.
- DCB Bank reserves the right to add to, delete or vary any of the terms and conditions. Use of the Debit Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Cardholder of such changes.
- Any notice hereunder sent by post will be deemed to have received by the Cardholder within 7 days from the posting of the notification to the address last given to DCB Bank in writing by the Cardholder. Publication of changes by such means as DCB Bank may consider appropriate will

constitute effective notice to the Cardholder thereof.

- If an account holder, by using the Card, draws an amount in excess of the balance available or overdraft limit permitted by DCB Bank, the account holder will pay DCB Bank unconditionally the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by DCB Bank. However, this should not be construed as an agreement, either expressed or implied that DCB Bank is bound to grant any overdraft facility whatsoever.
- DCB Bank makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholders. DCB Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

Termination

- DCB Bank reserves the rights to cancel / withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.
- In the event that the Cardholder decides to close his account with DCB Bank, the Card(s) issued with this account, as the primary account would automatically stand cancelled. The Cardholder(s) must immediately cease to use his / their Card and destroy and return all his / additional Cardholder Cards that are linked to this account. In case of any outstanding Card transactions that have not yet been debited to the account, the same will be netted off from the balance prior to DCB Bank returning his funds to him.
- In the event that the Cardholder decides to terminate the use of the Debit Card, the Cardholder shall give DCB Bank prior notice in writing and forthwith return the Card and any additional Cardholders Cards (if not required) cut into several pieces through the magnetic strip, to DCB Bank. The Cardholder will be responsible for all the Cards facilities and related charges incurred on the Debit Card after the Cardholder claims to have destroyed the Card, not with standing the termination of the applicability of these terms and conditions. The Cardholder will be responsible for all the charges incurred on the Debit Card whether or not the same are a result of misuse / fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.
- The Card is the property of DCB Bank and must be returned to an Officer of DCB Bank immediately and unconditionally upon request. Please ensure that the identity of the Bank Officer is established by you before handing over your Card.
- DCB Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events.
 - i) Failure to comply with the terms and conditions herein set forth.
 - ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with DCB Bank.
 - iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
 - iv) Demise of the Cardholder.
 - v) Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account.
- The Debit Card should be returned to DCB Bank prior to the date upon which any charges are to take effect, in case of the Cardholder's rejection of any of the proposed changes to the features, charge or terms and conditions applicable to the Card.

NOTE

- Please note that DCB Bank does not charge the customers any fee at merchant establishments. However, there are certain merchant categories like railways and petrol pumps where there is a surcharge for using a card. The surcharge at petrol pumps is 2.5% of the purchase bill or ₹10/- whichever is more and at railways an additional ₹30/- per transaction. These will be separately debited to your account and will appear as separate entries.
- These charges are as presently applicable and are subject to change from time to time. For details, please contact your nearest DCB Bank Branch.
- Above charges / fees does not include service tax and / or any other cess / taxes as applicable from time to time.

HELP LINE

- Call us at our Customer Care Centre No. (022) 6899 7777 / (040) 6815 7777 or e-mail us at customercare@dcbbank.com or write to us at DCB Bank, NPC, No. 2, Thanikachalam Road, T Nagar, Chennai - 600017. Visit us at www.dcbbank.com

COMMON CLAUSES

APPLICABLE TO ALL ACCOUNTS/SERVICES:

1. Liability:

- a. I / We agree and undertake to ensure that there would be sufficient funds / cleared balance / pre-arranged credit facilities in my / our account for effecting transactions. I / We agree that the Bank shall not be liable for any consequences arising out of non-compliance by the bank of my / our instructions due to inadequacy of funds and the bank can at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds. The Bank may do the aforesaid without prior approval from or notice to me / us and I / We shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby @ Prime Lending rate + 5% p.a. compounded monthly.
- b. I / We agree that the bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non availability of any of services / facilities due to technical fault / error or any failure in telecommunication network or any error in any software or hardware systems.

2. Disclosure:

- a. I / We agree that the Bank may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to the following:
 - i) For participation in any telecommunication or electronic clearing network.
 - ii) In compliance with a legal directive.
 - iii) For credit rating by recognised credit scoring agencies.
 - iv) For fraud prevention purposes and

v) To credit information bureaus.

I / We give our consent to the Bank to disclose information provided in the Account Opening Form for the purpose of cross selling by any marketing agent(s) and / or contractors with whom the Bank enters, or has entered into any arrangement in connection with providing of services / products, including without limitation, cross selling of various financial products.

3. Disclosure of Information to CIBIL:

I / We, understand that as a pre-condition, relating to grant of the loans / advances / other fund-based and non-fund-based credit facilities to me / us, the Bank, requires my / our consent for the disclosure by the Bank of, information and data relating to me / us, of the credit facility availed of / to be availed, by me / us, obligations assumed / to be assumed, by me / us, in relation thereto and default, if any, committed by me / us, in discharge thereof. Accordingly, I / we hereby agree and give consent for the disclosure by the Bank of all or any such.

- Information and data relating to me / us.
- The information or data relating to any credit facility availed of / to be availed, by me / us, and
- Default, if any, committed by me / us, in discharge of my / our such obligation, as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd. and any other agency authorised in this behalf by RBI.

I / We, declare that the information and data furnished by me / us to the Bank are true and correct.

I / We, undertake that:

- i. The Credit Information Bureau (India) Ltd. and any other agency so authorised may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- ii. The Credit Information Bureau (India) Ltd. and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks / financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

4. Governing Law:

These terms and conditions and / or the operations in the accounts of the customer maintained by the Bank and / or the use of the services provided by the Bank shall be governed by the laws of the Republic of India and no other nation. The customer and the Bank agree to submit to the exclusive Jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions. The Banks accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that any service can be accessed through the internet, mobile or phone by a customer 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 accounts of the customer and/or the use of any of these services.

5. General:

- a. The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. I / We shall not assign this agreement to anybody else. The Bank may subcontract and employ agents to carry out any of its obligations under this contract.
- b. I / We shall keep myself / ourselves aware of the Terms (General and Product Specific) on the website of the Bank. The Bank shall not be obliged to convey and inform to me / us any changes / updates made therein from time to time.
- c. I / We understand that Savings Bank account cannot be used for business transactions and if it is observed that the account is being used for business purpose or does not match with my/ our profile, such as, declared turnover, occupation, etc., the Bank shall close the account after sending due intimation to me / us. I / We confirm that any change in my/ our profile, such as, turnover, occupation, or demographic information, etc., I / we shall inform the Bank immediately in writing. I / We understand that the onus for informing the Bank is on me/ us and not on the Bank.
- d. I / We understand that the Bank is relying on this information for the purpose of determining the status of the applicant in compliance with FATCA (Foreign Account Tax Compliance Act) / CRS (Common Reporting Standards). The Bank is not able to offer any tax advice on CRS or FATCA or its impact on the applicant. I / we shall seek advice from professional tax advisor for any tax questions.
- e. I agree that my personal Know Your Customer (KYC) information may be shared with Central KYC (CKYC) registry or any other competent authority. I hereby give consent to receive information from the Bank / CKYC registry / the Government / Reserve Bank of India or any authority through SMS / email on my registered mobile number / email address. I also agree that non receipt of any such SMS / email shall not make the Bank liable for any nature of loss or damage
- f. If, for any reason, our Customer Care Team or the Branch is unable to resolve your concern, or should you not receive a communication from them within 10 working days, you can approach our Principal Nodal Officer at the Corporate & Registered Office:

Ms. Preeti Dhar

DCB Bank Limited, 6th Floor, Peninsula Business Park, Tower A, SenapatiBapat Marg

Lower Parel, Mumbai - 400013. Tel: +91 22 66187031 E-mail: nodal.officer@dcbbank.com

DCB Customer Care

Call 022 68997777 ■ 040 68157777

Email customercare@dcbbank.com

Web www.dcbbank.com