The Debit Card is issued by the Karnataka Bank with its Registered and Head office at Mangaluru - 575002 on the following Terms & Conditions. Please read these Debit Card Terms and Conditions carefully before using the Card. These Terms and Conditions apply to all transactions involving use of the Card. By using the Debit Card the Cardholder unconditionally accepts the Terms and Conditions listed hereunder and will be bound by them and the Cardholder accepts the onus of ensuring compliance with the relevant Reserve Bank of India's (RBI) Regulations, all the rules and regulations framed under the Payment and Settlement Systems Act, 2007 and as amended/modified/ applicable from time to time and any other corresponding enactment in force from time to time.

The Cardholder will also remain bound by the Terms and Conditions of operation of his / her Savings Bank Account / Current Accounts / other accounts with the Bank and the changes made thereto from time to time. Cardholder is also bound by the Rules and Regulations of the Bank as amended from time to time.

> DEFINITIONS:

- 1. 'Bank', means 'The Karnataka Bank and its successors and assigns.
- 'Card' means "The Karnataka Bank MoneyPlant™ VISA/Rupay Debit Card" issued by the Bank to a Customer.
- 3. 'NCMC' means "National Common Mobility Card", a debit card developed by NPCI 'National Payments Corporation of India'
- 4. "Cardholder", "You", "Your", "him", "his" or similar pronouns shall, where the context so admits, means a customer of the Bank to whom a Card has been issued by the Bank to operate on a designated account(s).
- "Account", means the Cardholder's Savings, Current or other account which has been designated by the Bank to be eligible account for the operation of the Card.
- 6. '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 cash withdrawals, purchase transactions, charges & fees related to the card are debited.
- 7. 'Designated Account/s', includes the Primary Account as described above and other account(s) designated by the Cardholder, in

- writing and approved by the Bank to be accessed through his Card and PIN. It may be noted that accounts operated by joint signatures or account of a minor or an account in which a minor is a joint holder shall not be eligible to be named as 'Designated Account's'.
- 8. 'ATM/Cash Recycler', means Automated Teller Machine/ Cash withdrawal & deposit machine in India or overseas, whether of the Bank, or of any other bank on a shared network with whom the Bank has a tie up at which amongst other things, the Cardholder can use his Debit Card to access his funds in his account(s) held with the Bank.
- 9. 'PIN' means the 'Personal Identification Number' (required to access the ATM) allocated to the Cardholder by the Bank or changed by him from time to time.
- 10. 'Transaction', includes any instruction given, by a Cardholder by using his Card directly or indirectly, to the Bank to effect transaction in the account. (Examples of transaction can be retail purchases, cash withdrawals, cash / cheque deposits etc.). International transaction means the transactions carried out through valid debit card outside India, Nepal & Bhutan or at international websites.
- 11. 'Statement', means statement of account sent / given/ by the Bank to a Cardholder setting out the transactions carried out by the Cardholder(s) during the given period and the balance in that account. It may also include any other information that the Bank may deem fit to include.
- 12. "Merchant" or Merchant Establishments shall mean establishments wherever located which accept / honour the Card and shall include amongst others: stores, shops, restaurants, airline organization, etc.
- 13. 'EDC' or Electronic Data Capture or Point of Sale (PoS) or Swiping machine, means electronic point of sale swipe terminals in India, whether of the Bank or any other bank on the shared network that permits the debiting of the accounts for purchase transactions, from Merchant Establishments.
- 14. 'VISA/RuPay' means a trademark owned by M/s VISA International / National Payment Corporation of India.
- 15. 'Shared Network' means network of ATMS other than Bank's ATMs where the Karnataka Bank MoneyPlant™ VISA /RuPay debit card is accepted
- 16.'E-Commerce' or 'Online Transactions' means

- type of transaction where the buying and selling of products or services is conducted over electronic systems such as Internet and other computer networks.
- 17.'VbV-Verified by VISA /RuPay PaySecure' means a protocol in association with VISA / RuPay that lets you to shop online securely with Karnataka Bank MoneyPlant™ VISA /RuPay debit card. It is a password to protect your online transaction just like you use your PIN at ATM.
- 18. 'Contactless (Dual Interface) card' is a chip card with an inbuilt radio frequency antenna. This antenna uses Near Field Communication (NFC) technology to establish a secure connection with contactless reader to transmit payment related data. Hence, contactless card need not to be in contact with the reader, a simple tap on the reader will initiate a transaction.
- 19. 'Contactless' transaction is a transaction wherein the card holder is allowed to initiate a transaction by just tapping the card onto the PoS terminal.
- 20. 'Online' transaction is a transaction wherein the funds of the debit card holder are debited from the primary account of the card holder.
- 21. 'Offline' transaction is a transaction wherein the funds are deducted from the wallet available on the Dual Interface (DI) chip of the debit card (Card balance).
- 22. 'Wallet (Card Balance)' is a software-based system that enables the Cardholder to securely store a maximum amount of Rs. 1000/- in the wallet and the wallet is placed on the Dual Interface (DI) chip of the debit card.
- 23. 'Physical Wallet' is a wallet account linked to the Wallet (Card Balance) of the debit card and the same is used for the settlement of Offline mode of payments done through debit card.
- 24. One time Password(OTP)' is a 4 or 6 digit number which serves as an Additional Factor of Authentication(AFA) while doing the e-Commerce / online transaction/ PoS transaction.
- 25. CVV' is Card Verification Value is a combination of many features used in debit cards for the purpose of establishing the card's identity.
- 26. 'EMV' EuropayMasterCard and VISA is the latest global standard for card payments with enhanced features that are designed to prevent fraudulent practices.

> ISSUANCE OF CARD:

1. The Card is issued by the Bank only to its

- customers maintaining savings, current or other prescribed accounts as decided by the Bank.
- 2. Any eligible customer desirous of obtaining a Debit Card has to approach the branch with which he maintains his account and obtain and submit the prescribed Application form duly completed in all aspects and signed before an authorised officer of the Bank. The applicant customer's signature should tally with specimen signature uploaded in the Bank's records.
- The Bank, in its sole discretion, may issue or refuse issuance or renewal of the Card and or impose conditions without assigning any reason.
- 4. The Cardholder shall inform the Bank immediately if there are any changes in the information provided in the Application for issuance of the Card including change of address/Mobile Number/email ID.
- Simultaneously on activation of Debit Card, the existing Debit Card, if any, linked to the designated account/s, will be de-activated by the Bank. The Cardholder shall destroy the existing Debit Card.
- 6. The personalized debit card shall be sent to the debit card requested Bank's eligible customer by post/courier of Banks choice at the address mentioned in the duly filled debit card application form and responsibility and such delivery by post /courier at that address will be construed as a valid delivery of the card to the Bank's eligible customer, irrespective of whether the said card is delivered to him or to some other person at that address.

CARD VALIDITY AND CARDHOLDER'S OBLIGATIONS:

- The issue and use of the Card shall be subject to the Rules and Regulations of the Bank and of the Reserve Bank of India as in force from time to time.
- 2. The Card shall be valid only for transactions as are available and permitted at the Bank's ATMs, ATMs of other shared networks, Point of Sale terminals at Merchant Establishments & for online E-commerce transactions supported by VISA/RuPay.
- 3. The Card is and will be at all times the property of the Bank and shall be returned to the Bank unconditionally and immediately upon the Bank's request. The Cardholder is requested to ensure that the identity of the Bank's officer is established before handing over the card.
- 4. The Card is not transferable or assignable by

the Cardholder under any circumstances.

- 5. The Cardholder must sign the Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Card from misuse by retaining and preserving the Card carefully under the Cardholder's personal custody and control at all times. The Bank shall assume no liability whatsoever for any claim or damages arising from Cardholder's failure to sign the Card or from signature deviating from the specimen signature appearing on the Application form for issuance of the Card. The Bank is entitled to obtain a photocopy of the Card signed by the Cardholder.
- 6. The Cardholder shall change the PIN immediately on receipt of the card and from time to time. The Personal Identification Number (PIN) issued to the Cardholder for use with the card or any numbers chosen by the Cardholder as PIN shall be known to the Cardholder only and is for personal use of the Card holder and is non-transferrable and strictly confidential. Any record of the PIN should not be kept in any form, place or manner that may facilitate its use by third party. The PIN should not be disclosed to any third party, neither to staff of Bank nor to Merchant Establishments, under any circumstances or by any means whether voluntary or otherwise. The Bank shall not be responsible for any loss or damages caused to the Cardholder on account of disclosure of PIN. The Cardholder and the account holder shall be liable for all indirect or direct damages caused to the Bank due to incorrect or unauthorized use of the PIN. The PIN may be used only with the Card for which it is designated.
- 7. The Cardholder, at any cost, should not share either the OTP or CVV with anyone.
- 8. The Cardholder's account shall be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the Card. The Cardholder will maintain sufficient funds in the account to meet any such transactions.
- 9. The Cardholder agrees that in the event of the account being overdrawn or showing debit balance the Bank reserves the right to charge interest as per its rules and set off the amount against any credit balance lying in any of his accounts without notice.
- 10.The Card is valid up to the last date of the month/year indicated on the Card. The Cardholder hereby undertakes to destroy the Card when it expires by cutting it into pieces.

- The Bank reserves the sole right of renewing the Card on expiry and debit any renewable charges/Annual Maintenance Charges to Cardholder's account. The renewed Card shall be subject to the Terms and Conditions of the Debit Card as amended from time to time. No further application or agreement shall be necessary for the same.
- 11. The Cardholder shall be responsible for transactions effected by the use of the Card, whether authorized by the Card holder or not and shall indemnify the Bank against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of RBI or rules framed under Foreign Exchange Management Act 1999 or any other law being in force in India and/or any other country / state / continent / territory wherever located in the world at the time notwithstanding the termination of this agreement. Debit card is also prohibited for overseas forex trading through electronic internet trading portals.
- 12. The Cardholder agrees that in the event of the account being overdrawn or showing debit balance the Bank reserves the right to charge interest as per its rules and set off the amount against any credit balance lying in any of his accounts without notice.
- 13.Cash retraction facility is disabled at ATM. Hence, cardholder shall collect the cash on dispensing.
- 14. If the card is not used for any transaction by the card holder for more than 180 days of the issue of the card or card holder does not collect the return to origin (base branch) card for non-delivery at provided communication address for more than 180 days. Bank can deactivate the card at its own discretion.
- 15. The Cardholder shall inform the Bank in writing within three (3) days from the statement date or from the date of completion of his transactions of any irregularities or discrepancies that exist in the transaction details at an ATM/ Merchant Establishment. If no such notice is received during this time, the Bank will assume the correctness of both the transaction and the statement of account/passbook.
- 16. The card holder is solely responsible for the amount stored in the wallet (Card Balance).

> MERCHANT ESTABLISHMENT USAGE:

 The Card is accepted at all Point of Sale (PoS)/Swiping terminals at Merchant

- Establishments in India which display the VISA/RuPaylogo.
- 2. Debit card having **) symbol is a Contactless card, therefore, by just tapping the card on the PoS terminal, the transactions up to Rs. 5,000/can be effected without Additional Factor of Authentication (AFA). Bank, in line, with the Regulatory guidelines, reserves the right to increase/decrease this transaction limit. Beyond which, the transactions have to be authenticated using PIN.
- 3. Apart from using the card for Contactless transactions, the Card can also be used by dipping it into the PoS terminal. These transactions are authenticated using a 4 digit PIN. You need to use your debit card PIN to authenticate such transactions, please ensure you enter PIN on terminal keypad yourself and strictly do not disclose it to anybody.
- 4. If PoS terminal generates a physical transaction slip, then the Cardholder must sign the sales slip and retain his copy of the sales slip whenever the Card is used at Merchant Establishments. Bank will not furnish copies of the sales slip. Any sales slip not signed personally by the Cardholder but which can be proved, as being authorized by him will be deemed to be his liability.
- 5. The Bank will not accept any responsibility for any dealings the Merchant may have with the Cardholder, including but not limited to supply of goods and services. Should he have any complaint relating to any VISA/RuPay Card Merchant Establishments, the Cardholder should resolve the matter with the Merchant Establishment and in the event of the complaint remaining unresolved it will not relieve the Cardholder from any obligations to the Bank.
- The Bank is not responsible for any charges over and above the value / cost of transactions levied by any Merchant Establishment and debited to the Cardholder's account along with the transaction amount.
- 7. A purchase and a subsequent credit for cancellation of goods / services are two separate and independent transactions. The refund (less cancellation charges) will only be credited to Cardholder's account as and when it is received from Merchant. If the credit is not posted to Cardholder's account within 30 days from the day of refund, the Cardholder must notify the Bank along with a copy of the credit note from the Merchant.
- 8. In case of cards linked to multiple accounts, transactions at Merchant Establishment will be effected only to primary account. In case there

- are insufficient funds in the said account Bank will not honour the transaction even if the necessary funds are available cumulatively or severally in the other account 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.
- 10. The Card should not be used for any mail order/phone purchases and any such usage will be considered as unauthorized.
- 11. The Card should not be used for payment of subscription to foreign magazines/periodicals and any such usage will be considered as unauthorized.
- 12. The Cardholder will be solely liable for all unauthorized acts and transactions.
- 13. The cardholder must sign the sales slip and retain his copy of the sales slip whenever the Card is used at Merchant Establishments. Bank will not furnish copies of the sales slip. Any sales slip not signed personally by the cardholder but which can be proved, as being authorized by him will be deemed to be his liability.

International Usage:

- 1. The Cardholder shall ensure adherence to all requirements of the Exchange Control Regulations, Foreign Exchange Management Act (FEMA) 1999 and all amendments thereto and all the rules and regulations, notifications issued under the same with regard to foreign exchange entitlements as stipulated by RBI from time to time. In the event of noncompliance by the cardholder with the same, the Cardholder shall be liable for action under the FEMA and any other law, regulation in force from time to time relating to Foreign Exchange. The Cardholder may be debarred from holding the internationally valid Debit Card, either at the instance of the Bank or RBI.
- The Debit Card is not valid for Foreign Currency transactions in Nepal & Bhutan [i.e. in any currency that is not the local currency or the Indian Rupee.]
- 3. Non-Resident Indians can hold the card provided all Due arising out of his use in India/Overseas are met out of a Non-Resident External (NRE) account held with the Bank.
- 4. The Bank shall be under no liability whatsoever and shall be deemed to be indemnified in respect of any loss or damage arising directly or indirectly out of the decline of the charge created by the Cardholder having

exceeded the foreign exchange entitlement as prescribed by RBI as issued from time to time, on the Bank becoming aware of the Cardholder exceeding his entitlement.

- 5. The Cardholder undertakes not to use the Card for making payments for illegal purpose for which the release of foreign exchange is not permitted under extant regulations.
- 6. The Cardholder also recognizes that foreign currency withdrawals are permitted only if there is, at the time of withdrawals, adequate equivalent Indian Rupee balance in his accounts against which the card has been issued and in case of inadequate balance the withdrawals will be denied.
- 7. The Cardholder agrees that every transaction for withdrawal of foreign currency will attract service fee stipulated by the Bank. The service fee is liable to change without notice.
- 8. The exchange rate used for foreign currency transactions will be decided by the Bank and will be binding on the Cardholder.

> DEBIT CARD USAGE:

- The card is accepted at the Bank's ATMs/Recyclers, VISA / RuPay enabled ATMs/Recyclers and Point of Sale terminals in India only.
- 2. All transactions including cash withdrawals and balance enquiry at shared network ATMs/Recyclers will be subject to a fee and will be debited to the account at the time of such transactions. Simultaneously all transactions at the Bank or non-Bank ATMs whether executed or failed are subject to charges as determined by the Bank from time to time. The charge schedule is updated on Bank's website.
- 3. The Cardholder shall accept the Bank's record of transactions as conclusive and binding for all purposes. The printed slips produced by ATMs/Recyclers as the Cardholder's instructions' records, on completion of transactions each time, shall not be construed as the Bank's records for this purpose.
- 4. The Bank will not be liable for any failure, to provide any service or to perform any obligation under this Card where such failure is attributable (whether directly or indirectly) to any malfunctioning of the ATMs/Recyclers or the Card, or circumstances beyond its control.
- 5. The cardholder will have the privilege to set/modify the transaction limits through ATM, POS, e-Commerce and Contactless separately in the debit cards via KBL Mobile Plus, IVR, Internet Banking and ATM/Recyclers.
- 6. The Bank will not be liable for any

- consequential or indirect loss or damage arising from the loss / use of the Card and related PIN/OTP/CVV, howsoever caused.
- Contactless & Offline mode of payment terms:
- Debit card having **) symbol is a Contactless card, therefore, by just tapping the card on the PoS terminal, the transactions up to INR 5000 can be effected without Additional Factor of Authentication (AFA). Bank, in line, with the Regulatory guidelines, reserves the right to increase/decrease this transaction limit. Beyond which, the transactions have to be authenticated using PIN.
- 2. Cardholder is solely responsible for the transactions carried through contactless mode with or without his knowledge. Contactless transaction limit within the maximum permitted limit of INR 5000 shall be set by the card holder at his own discretion.
- All NCMC debit cards have the facility to make Offline mode of payments up to maximum permissible limit of INR 1000 and the functionality will be made available only on explicit consent of the NCMC card holder.
- 4. Card holder shall always carry out the contactless online and offline payments through proximity (face to face) mode only.
- 5. All offline payment transactions shall be without Additional Factor of Authentication (AFA).
- 6. Bank shall not send any transaction alert to the card holder for the transactions done through Offline mode.
- 7. Bank shall not be responsible for the wallet /card balance in case of loss of the card by the card holder and shall not refund any amount in the physical wallet account.
- 8. Amount loaded onto the physical wallet shall not be credited back to the card holder's savings, current or other prescribed accounts. Card balance & balance in the physical wallet will not be in sync as the transaction settlement happens only after the reconciliation. Card balance shall be checked at the transit points on availability. Balance in the physical wallet/wallet of the card shall not be refunded back in case of loss of debit card.
- 9. NCMC Card holder shall unconditionally surrender the physical card to the base branch in case of replacement or closure of the card and the balance if any in the physical account will be credited to the card holder's savings, current or other prescribed accounts only after the settlement and reconciliation.
- 10. The upper limit of an offline payment

transaction shall be INR 200.

- 11. The card holder is solely responsible for:
 - All the offline transactions done using the card with or without his knowledge.
 - Amount stored in the wallet (Card Balance).

> FEES:

- Fees for the Debit Card shall be charged as prescribed by the Bank from time to time. Such fees will be debited to Cardholder's primary account. These fees are not refundable. Charges for other services will be debited at prevailing rates.
- 2. Transaction fee for cash withdrawals/balance enquiry and / or charges wherever applicable will be debited to the Cardholder's account simultaneously with posting of the cash transaction, withdrawal / balance enquiry etc.
- 3. The Charges / fees applicable on the usage of the Card are subject to revision / changes by the Bank from time to time without prior intimation to the Cardholder(s).

> FEATURES OF THE CARD:

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

> TEMPORARY BLOCKING, DEACTIVATION AND ACTIVATION:

The use of the Card may be cancelled temporarily ("Temporary Blocking") or permanently ("Deactivation") under the following circumstances:

- 1. Temporary Blocking may be effected:
 - a) Upon forgetting the PIN
 - b) Upon pledging as collateral or imposing an attachment to the funds in the account
 - c) Upon any breach of these General Terms by the Cardholder
 - d) Upon withholding of the Card by an ATM terminal
 - e) At Cardholder's request
 - f) Upon non-use of Card within 90 days from the date of issue / activation
- 2. Deactivation may be effected:
 - a) Upon loss, theft, damage or destruction of

the Card

- b) Upon entering the wrong PIN for 3 consecutive attempts.
- c) Upon expiry of the Card
- d) Upon Cardholder's termination of these General Terms
- e) Upon Bank's termination of these General Terms
- f) Upon closing of the account
- Upon death or insolvency or other legal disability of the Cardholder.
- h) Upon issuance of a new debit card in substitution of the existing card
- The Cardholder can temporarily block the debit cards via Mobile Banking/IVR channels or any other channel as provided by the Bank on time to time.
- 4. The Bank is entitled to request any data related to the Cardholder and the account prior to blocking in order to verify the identity of the reporting person.
- 5. In case of loss, theft, damage or destruction of the Card, the Cardholder shall submit a request in writing for the issuance of a new Card. In case of damaged Card the Bank may issue a new Card on written request and return of the existing Card.
- Upon restriction being imposed on the operation of the designated account by an order of the court or other authority, the Bank shall deactivate the Card.
- 7. The Bank shall be entitled to block the card for security reasons, insufficient funds, nonmaintenance of minimum balance, suspension of misuse of the card and if necessary in the interest of protecting the account holder from damages.

> LOST OR STOLEN CARD:

- If the debit card is lost, then the Cardholder should block the card permanently via Mobile Banking/IVR channels or calling to the Customer Care Centre or sending an SMS with the format" BLOCK < last 4 digits of the debit card> to 9880654321".
- 2. Customer is protected from any financial liability after the card is reported as lost/theft is reported to the Bank, arising from any purchase transaction done on his Card from the time, the Cardholder reports the loss to the Bank. It may please be noted that NO SUCH COVERAGE will be available on the CASH withdrawals done through ATM and at Merchant Establishments (PIN@POS) as such transactions are

- governed by PIN which is confidential and is known to the Card holder only.
- 3. The Cardholder agrees to indemnify the Bank fully against any liability (civil or criminal), loss, cost, expenses or damages that may arise due to loss or misuse of the Card in the event that it is lost and not reported to the Bank or lost and misused before it is reported to the Bank.
- 4. If the lost / stolen Card is subsequently recovered, the Cardholder shall not use the same instead return the card to Karnataka Bank Branch or destroy the card by cutting into several pieces and obtain fresh card.

> DISPUTES:

- 1. The Bank's record of transactions processed on the use of the Card shall be conclusive and binding for all purposes. If you do not recognize a transaction which appears on your Bank account statement on account of usage of Debit card, we will try to provide you more details on such transaction, if you ask us. However any discrepancy or suspected transaction shall be informed to the bank in writing within 30 days from the date of such suspected transaction and we may need you to give us confirmation or evidence that you have not authorized such a transaction. Any such information / claim not reported within 30 days cannot be entertained. On receipt of claims for suspected transactions, efforts will be made to settle the transaction amount as per the guidelines laid down by RBI from time to time.
- 2. 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 the Bank and the Cardholder as to the extent of the liability incurred by the Cardholder. The Bank shall not be required to ensure that the Cardholder has received the goods purchased / availed of the services to the Cardholder's satisfaction.
- 3. The Bank shall bona fide 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 customer within two months of the receipt of notice of disagreement. If after such effort the Bank determines that the charge is incorrect, then it shall communicate the same to the Cardholder.
- 4. The Bank shall not be responsible or liable in any manner for refusal by any Merchant Establishment to accept or honour the card.
- 5. This agreement will be construed in accordance with & governed by laws of India. All disputes are subject to the exclusive

- jurisdiction of the Courts of Mangaluru, irrespective of whether any other Court may have concurrent jurisdiction in the matter and governed by the Laws of India.
- 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.
- 7. Bank shall not be liable or responsible for the goods or services purchased or availed by Cardholder either by way of short supply or non-supply or defective supply or quality or quantity or rates or delivery of goods or services and any such disputes must be resolved by the Cardholder with the Merchant Establishment.
- 8. Bank shall be responsible for direct losses incurred by a cardholder due to a system malfunction directly within a Bank's control. However, the Bank shall not be held liable for any loss caused by technical breakdown of the payment system which is beyond its reasonable control. Further, in case breakdown of the system recognizable for the cardholder by a message on the display of the device or otherwise known. The responsibility of the bank for the non-execution or defective execution of the transaction is limited to the principal sum and the loss of interest subject to the provisions of the law governing the terms.

> TERMINATION:

- 1. The Bank reserves the right to cancel / withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.
- 2. In the event the Cardholder decides to close his account with the Bank, the Card(s) issued with his account as the primary account would automatically stand cancelled. The Cardholder must immediately cease to use his Card and destroy all his / additional 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 the Bank returning his funds to him.
- 3. Notwithstanding termination of the Card facility, the transactions already processed but reported to the Cardholder's branch after the termination shall be put through the Cardholder's account. The Cardholder will be responsible for all the Card facilities and related charges incurred on the Card after the Cardholder claims to have destroyed the Card,

notwithstanding the termination of the applicability of these Terms and Conditions. The Cardholder will be responsible for all the charges incurred on the 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.

- 4. Closure, transfer or any change in mode of operation of the designated account/s will not be allowed unless the Card is surrendered and dues, if any, against it, are paid.
- 5. The Bank shall be entitled to terminate the Card facilities with immediate effect and the Card shall be returned upon the occurrence of any of the following events:
 - a. Failure to comply with the Terms and Conditions herein set forth.
 - b. An event of default under an agreement or commitment (contingent or otherwise) entered into with the Bank.
 - c. The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of similar nature.
 - d. Demise of the Cardholder.
 - e. Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account.
 - f. Reported lunacy / unsound mind of the cardholder.
 - g. If it is considered by the Bank that the facility is being misused / improperly used in anyway.
 - h. If any adverse report is received from any of the Banks / Branches in the network.
 - If the information furnished in the application form is found to be incorrect or false or in the event of misrepresentation of the facts.
- The Debit Card should be returned to Bank prior to the date upon which changes are to take effect, in case of the cardholder's rejection of any of the proposed changes to the features, changes of terms & conditions applicable to the card.

> INDEMNITY:

The Cardholder shall indemnify and hold the Bank harmless against all losses, damages, claims which the Bank may sustain or incur or suffer due to:

- Negligence /mistake or misconduct of the Cardholder.
- Breach of Terms & Conditions for issue of Debit Card and maintenance of account.

0 Improper or unauthorized use or handling of Card.

> DISCLOSURE OF INFORMATION:

- When requested by the Bank, you shall provide any information, records or certificates relating to any that Karnataka Bank may deem necessary. You will also authorize Bank 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 the same is found incorrect, Bank may, at its discretion, refuse renewal of the card or cancel the card forthwith.
- 2. Bank reserves the right to disclose customer information in any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
- 3. Bank 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 connection to its participation in any Electronic Fund Transfer network.
- 4. Bank reserves the right to report to the RBI expenditure undertaken by its cardholder in foreign currencies to ensure that the Basic Travel Quota / other permissible entitlements are not exceeded by the cardholder(s) and that the FEMA 1999 is not contravened.

General:

- The Cardholder will notify the Bank in writing any change in his employment and / or office or residential address and mobile/ telephone numbers.
- 2. The Bank reserves the right to add or delete or vary any of the Terms and Conditions, policies, features and benefits. Publication of changes by such means as the Bank may consider appropriate will constitute effective notice to the Cardholder thereof. Use of the Card after the date upon which any of these alternations are to take effect will be deemed as the evidence of the acceptance, without reservations, by the Cardholder of such changes.
- 3. Any communication sent by post will be deemed to have been received by the Cardholder within 7 days from the posting of the letter to the address last given to the Bank in writing by the Cardholder.
- 4. If an account holder, by using the Card, draws an amount in excess of the balance available or overdraft limit permitted by the Bank, account holder will pay to the Bank, the entire amount overdrawn with interest and penalties, if any, at

a rate to be decided by the Bank. However this should not be construed as an agreement, either expressed or implied that the Bank is bound to grant any overdraft facility whatsoever.

- 5. The Bank makes no representations about the quality of the goods and the services offered by third party providing benefits such as discounts to Cardholder. The Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.
- All transactions, particularly deposits, will be subject to delay, due to transit period. The Bank will not be responsible for any loss or damage or inconvenience caused to the Cardholder due to such delay.
- 7. The Cardholder shall be availing this facility at his own request without any liability either expressed or implied on the part of the Bank and agrees not to make any claims against the Bank in respect thereto.
- 8. Unless there is anything repugnant in the subject or context
 - a. Words imparting masculine gender shall be taken to include females; and
 - b. Words in the singular shall include the plural and vice versa.
- 9. The liability of the customers, in unauthorised Electronic Banking Transactions are governed under the RBI's purview of Customer Protection Limiting Liability of Customers in unauthorised Electronic Banking Transactions.
- 10.All authorizations and power conferred on the Bank are irrevocable.