

## YOUR RUPAY EMV CLASSIC DEBIT CARD

### BEFORE YOU BEGIN USING YOUR CARD...

- Sign on the signature panel at the back of the card.
- Use your new card at any ATM in the NFS network after generating 4-digit PIN of your choice at CSFB ATMs.

### PIN SECURITY

- Keep your PIN secret.
- Do not write the PIN on your card.
- Do not share your PIN with anybody.
- Do not disclose your PIN to your banker or any branch employee.
- Never let anyone see you entering your PIN at the ATM. Ensure that you are alone inside the ATM room while making your transactions or cash withdrawals.
- Do not take help from anybody in ATM room.

### CARD SECURITY and SAFETY

- Do not give your card to anyone.
- Never leave your card unattended. Keep your card in a place where you will immediately know if it is missing.
- In case of loss or theft of your card, call Tollfree Helpline Number mentioned on back of Debit card\* or send SMS mentioning <BLOCK (Space) Account Number> at 92226 55555 or visit the nearest CSFB branch immediately and request for blocking of your card.
- Remember that Capital Small Finance Bank will never ask for any financial / personal / Debit Card related information via email/phone/sms. Hence, never respond to communications seeking such information. They may be fraudulent.
- Do not bend the card.
- Do not remove or scratch the magnetic stripe behind the card.
- If you carry more than one card in your wallet, ensure that their magnetic stripes do not rub against each other.
- Keep your card away from sunlight, TV sets and magnetic products.

To ensure confidentiality of your Bank Account, PIN of your Debit Card will not be sent through courier/post.

You can easily generate the PIN through any ATM of Capital Small Finance Bank Ltd.

Please don't give your RuPay EMV Debit Card to any other person. For any additional information and assistance please contact us.

**24x7 Toll Free Number : 1800-120-1600**

Kindly read Terms & Conditions mentioned in the User Guide for "RuPay EMV Classic Debit Card" carefully before using your Debit Card.

## Schedule of Charges for Capital Small Finance Bank RuPay EMV Classic Chip Debit Card

### CHARGES

Transactions	Financial (Cash Withdrawal)	Non-Financial (Balance Enquiry, PIN Change, Mini Statement)
<b>Capital Small Finance Bank Ltd. ATM</b>	Free	Free
<b>Other Bank's ATM</b> First 3 transactions of the month (financial & non-financial) in metro cities (Mumbai, Delhi, Chennai, Kolkata, Bengaluru and Hyderabad) and first 5 transactions of the month (financial & non-financial) in non-metro cities	Free	Free
<b>Other Bank's ATM</b> After first 3 transactions and first 5 transactions in metro & non metro cities respectively in a month	Rs. 23 per transaction (GST extra*)	Rs. 10 per transaction (GST extra*)

### FEES\*

Annual Fee	Rs. 149 + GST
Card Replacement Fee	Rs. 149 + GST

\*The Bank reserves the right to make any change in charges with prospective effect. However, such change shall be effective only after prior intimation of 1 month to the Cardholder or such other time as may be prescribed.

## RuPay EMV Classic Chip Debit Card Limits

### Card Number

xxxx xxxx xxxx 5678

### Daily ATM Withdrawal Limit

₹ 30,000/-

### Daily Purchase Limit

₹ 1,00,000/-

You can set Daily ATM Withdrawal Limit and Daily Purchase Limit by yourself through **Capital Mobile+** app or through Internet Banking.



# USER GUIDE

## CLASSIC

### Capital Small Finance Bank Ltd. RuPay EMV Debit Card

#### **CSFB RuPay EMV Debit Card**

Spend without worrying of carrying cash.

Your CSFB RuPay EMV Debit Card gives you the most convenient access to your account at any place any time, so you don't need to carry cash, just use your CSFB RuPay EMV Debit Card that allows to access your account 24 hours to withdraw cash at over thousands of ATMs in India, swipe and pay at POS enabled merchant establishments, to make online payments through ECOM/UPI channel, etc.

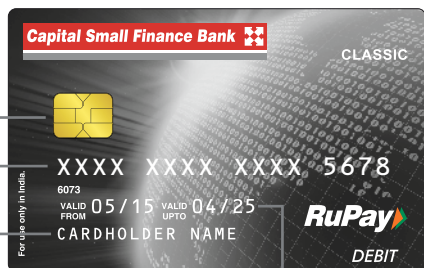
### Your Name

Please ensure that your name appears correctly and advise your Branch for any correction if necessary.

### Card Number

Distinct 16 digit Card number

### Secured EMV Chip

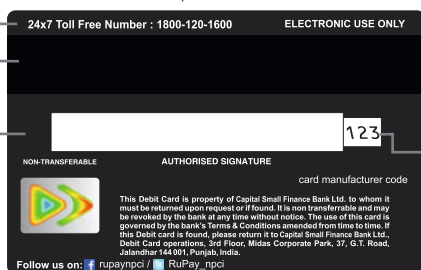


### Valid Thru

Last day of the month and year up to which your Card is valid

### Magnetic Stripe

The magnetic stripe, which contains encoded information, on the reverse of the Card.



### Signature Panel

The signature panel on which you sign as soon as you get the Card.

### CVD2 : Card Verification Data

A 3 digit code on the reverse of your Debit Card, is a security feature for Card Not Present (CNP)

### Emergency Helpline Number

24x7 Toll Free Number : 1800-120-1600

### Personal Identification Number (PIN)

PIN is a confidential 4-digit number for using your card at ATMs, POS and E-COM terminals at merchant locations like Departmental stores, supermarkets, restaurants etc.

## Know Your RuPay EMV Debit Card

### FRONT

- 16-digit Card No.:** This is your unique card number.
- Your Name:** Displays your name. Your Card is not transferable.
- Valid Through:** Your Debit card is valid until the last day of the month of the year indicated on the card.
- RuPay logo:** Your card can be used at all merchant establishments, online terminals and ATMs which accept RuPay cards.
- Electronic Usage Sign:** Your Card can only be used at electronic Point of Sale swipe terminals of any merchant establishment bearing the RuPay logo.

### BACK

- EMV Chip:** Encodes all vital information pertaining to your debit card. Take care to keep it away from magnets and magnetic fields.
- SIGNATURE PANEL:** Please sign on the signature panel on receipt of your card with a non-erasable ball-pen (preferably black Ink) to avoid any misuse.
- CVV:** A unique number of your Debit Card. This CVV is required to be entered while using the CSFB RuPay EMV Debit Card for internet payments or e-commerce payments.
- Customer Contact Number (Toll Free):** Personalized Phone Banking facility available at your service.
- RuPay Hologram:** A 3D hologram for card security.

## Using Your RuPay EMV Debit Card

Your Card can be used at all the RuPay enabled ATMs with a unique four-digit Personal Identification Number (PIN). For your safety, the Debit Card sent to you is inactive. You can activate your card by using it at any **CSFB ATM** by generating four-digit PIN of your choice.

### Process to generate Green PIN

**Step 1:** Insert your card in CSFB ATM machine.

**Step 2:** Select "Generate PIN"

**Step 3:** The system will ask to enter the twelve digit account number, thereafter the window will exit automatically.

**Step 4:** Re-insert your card and select "Generate PIN".

**Step 5:** The system will ask you to enter OTP received on registered mobile number.

**Step 6:** System will ask you to enter the PIN and thereafter will ask you to confirm the PIN entered by you.

Please refer to the letter accompanying your card for your daily ATM and POS transaction limits. You can access funds in your account upto this limit per day subject to availability of a clear balance in your account.

## At CSFB ATMs

For your convenience, we have installed state-of-art ATMs that allow you to access your account 24 hour a day using your card.

**You can access the following services from our ATMs:**

- CHECK** for account balances
- WITHDRAW** cash from any of your account
- DEPOSIT** cheques to your accounts
- PRINT** account Snapshot showing recent transactions
- CHANGE** your Personal Identification Number (PIN)

## At non-CSFB ATMs

Your CSFB RuPay EMV Debit Card can be used at all the ATMs affiliated to RuPay for cash withdrawals and balance inquiries.

- Some bank ATMs may require you to select the account type i.e. savings or current account. Please be careful while making the selection as a wrong selection may result in your transaction getting declined.
- The maximum amount for withdrawal at different ATMs will vary. You can check the ATM screen for the maximum limit.

## At Merchant Establishments

Your CSFB RuPay EMV Debit Card is welcome at all the Merchant Establishments in India, just look out for the RuPay sign.

1. At the time of making your payment for your purchase, give your card to the merchant.
2. The merchant will swipe your card through an electronic terminal (POS) and enter the amount of your purchase.
3. The transaction request is sent online to Capital Small Finance Bank for approval ensuring that the entire transaction is completely secure.
4. After approval, the POS terminal will print out a chargeslip with details of the purchase.
5. Do check the amount mentioned on the chargeslip is correct.
6. The merchant will return a copy of the chargeslip and your card to you. Please do ensure that you collect your card as soon as you complete the transaction.
7. No extra charges (surcharge) will be levied for making payments through your Debit Card. However, at some merchant locations like petrol pumps and railway stations, a surcharge of 2.5% (or as applicable) of the purchase amount will be applicable as per the industry standards or as applicable.
8. Your card cannot be used for making payments through mail/telephone transactions.

## Online Payments

You can use your CSFB RuPay EMV Debit Card to make online bill/ other payments via UPI, payment gateways etc. You can also create your UPI handle using CSFB RuPay EMV Debit Card at the various available mobile applications like BHIM.

In case of any queries, kindly contact [customerrelations@capitalbank.co.in](mailto:customerrelations@capitalbank.co.in) or tollfree number available at the back of the Card.

## Terms and Conditions for RuPay EMV Debit Card

These Terms and Conditions apply to and regulate the issuance and usage of debit cards offered by CAPITAL SMALL FINANCE BANK LIMITED ("CAPITAL BANK") to Accountholder and/or any person as may be specified by the Accountholder as permitted under the applicable guidelines. These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by CAPITAL BANK from time to time.

### 1. INTERPRETATION:

- (a) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- (b) Words importing any gender include the other gender.
- (c) Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- (d) All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning

or interpretation of the Terms.

- (e) References to RuPay CARD regulations pertain to the guidelines issued by RuPay CARD to all the member banks of its network.
- (f) The rules of interpretation as set out in the General Clauses Act shall, unless it is repugnant to the subject or context thereof, apply to the Terms as if incorporated herein.

### 2. DEFINITIONS:

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

- 1) "**Account**" refers to the savings and /or current account designated by CAPITAL BANK to be eligible account/s for operations through the use of the Card.
- 2) "**Account Holder**" refers to individuals, proprietorships, partnership concerns or company holding an Account with CAPITAL BANK. Provided however in case of savings account, the expression "Account Holder" refers to only individuals holding such account with CAPITAL BANK.
- 3) "**Affiliate**" means and includes: Any company which is the holding or subsidiary company of CAPITAL BANK or a person under the control of or under common control with CAPITAL BANK or any person in which CAPITAL BANK has a direct or beneficial interest or control of more than 20% of the voting securities. For the purpose of this clause, "**person**" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
- 4) "**ATM**" means any Automated Teller Machine, whether of CAPITAL BANK or a specified Shared Network, at which, amongst other things, the Cardholder can use his Card to access his funds in his Account, held with CAPITAL BANK.
- 5) "**Card**" refers to the CAPITAL BANK debit card issued to the Account Holder in India.
- 6) "**Cardholder**" refers to the Account Holder of CAPITAL BANK or any such person authorized by the Account Holder to whom a Card has been issued and who is authorized to hold the Card.
- 7) "**CAPITAL BANK**" or "**the Bank**" shall mean CAPITAL SMALL FINANCE BANK LIMITED, a company incorporated under the Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949, having its CIN No. U65110PB1999PLC022634 and registered office at Midas Corporate Park, 3rd Floor, 37, G.T. Road, Jalandhar – 144 001, (which expression shall, unless it be repugnant to the subject or context thereof, include its successors, representatives and assigns), the proprietors / owners of the Card.
- 8) "**Merchant Establishment**" shall mean such physical and/or virtual establishments which honor RuPay Card and shall include, among others, stores, shops, restaurants, hotels and airlines cash advance points including ATMs, payment gateways and mail order advertisers (whether retailers, distributors or manufacturers).
- 9) "**Merchant**" means any person who owns or manages or operates a Merchant Establishment.
- 10) "**PIN**" means the Personal Identification Number allocated to the Cardholder by CAPITAL BANK or chosen by the Cardholder/ Bank from time to time, in relation to the Card.
- 11) "**POS Terminal**" means the point of sale (POS) electronic terminals at Merchant Establishments, capable of processing RuPay card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.
- 12) "**Shared Network**" shall mean VISA or MasterCard or any other networks which honor the RuPay Card.

### 3. USAGE GUIDELINES:

The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign the Card immediately upon receipt and must set a unique combination of numbers as a PIN at CAPITAL BANK ATMs as a safety measure for secured usage of the Card. The Cardholder will be responsible for all facilities granted by CAPITAL BANK and for all related charges and shall act in good faith in relation to all dealings with the Card and



CAPITAL BANK. CAPITAL BANK reserves the right to change the type of Transactions supported by the Card subject to a notice being given to the Cardholder in accordance with terms herein. The Cardholder shall notify CAPITAL BANK immediately of any error or irregularity in maintaining the Account/ Card by CAPITAL BANK at any CAPITAL BANK Customer Care Centers or by way of written or electronic communication to the nearby CAPITAL BANK branch. The Cardholder is under an obligation to not to countermand an order/ Transaction which he/she has conducted with the Card.

#### **4. BENEFITS OF CARD**

The Cardholder can access cash at any ATM/ at CAPITAL BANK branch, make payments at Merchant Establishments, ascertain information about his Account balance through the use of the Card at ATMs, CAPITAL BANK Customer Care, Internet Banking by using Services or otherwise, or any such services as specified by CAPITAL BANK from time to time. The Cardholders availing of any such services through the use of the Card shall be bound by the terms and conditions stipulated by CAPITAL BANK and as amended from time to time, with respect to such services. The Card is valid for use at ATMs and Merchant Establishments in India. Upon occurrence of the Transaction, the Account linked with the Card shall be instantaneously debited by CAPITAL BANK.

#### **5. APPLICABILITY OF TERMS**

The Terms form the contract between the Cardholder and CAPITAL BANK. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card Application Form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or activation through ATM or by requesting through CAPITAL BANK's Customer Care Center or after receiving the card dispatched to your address on record. The Terms will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities including but not limited to enquiry on transactions, statement details, CAPITAL BANK internet banking and/or any other channels, third party applications/gateways involving Card usage, shall at all times continue be bound by the terms and conditions stipulated by CAPITAL BANK from time to time for such services / facilities.

#### **6. PERSONAL IDENTIFICATION NUMBER**

To enable the Cardholder to use the Card, a unique combination of numbers as a Personal Identification Number (PIN) needs to be generated by the Cardholder as soon as the card is received by the Cardholder. This PIN may subsequently, be changed by the Cardholder, at his own risk, at any CAPITAL BANK ATM. The Cardholder acknowledges, represents and warrants that the Card issued to it and PIN generated on it provide access to the Account and that the Cardholder accepts the sole responsibility for use, confidentiality and protection of the Card and the PIN, as well as for all orders and information changes entered in to the Account using such Card and PIN. The Cardholder shall not record the PIN in any form so as to facilitate PIN coming to knowledge of a third party. The Cardholder grants express authority to CAPITAL BANK for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. CAPITAL BANK has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's PIN. The Cardholder shall at all times take all appropriate steps as mentioned in the Terms to maintain the security of the PIN. Subject to the provisions stated herein and as specified by CAPITAL BANK from time to time, the Cardholder will not hold CAPITAL BANK liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of the Card and/or the PIN. CAPITAL BANK will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Account, the Cardholder will be responsible and shall indemnify CAPITAL BANK against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.

#### **7. SURRENDER/REPLACEMENT OF CARD**

The Card issued to the Cardholder shall remain the property of CAPITAL BANK and will be surrendered to CAPITAL BANK on its request. The Cardholder shall

return the Card to CAPITAL BANK for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by CAPITAL BANK for any reason whatsoever. CAPITAL BANK may, in its absolute discretion issue a replacement Card to the Cardholders, including for any loss/ stolen Card.

#### **8. LOST OR STOLEN CARDS**

If a Card is lost or stolen, the Cardholder may file a report with the local police and send a copy of the same to CAPITAL BANK. The Cardholder may report a Card loss over the telephone to CAPITAL BANK or by way of written communication to the nearby branch of Capital Bank or any such other mode as may be acceptable to CAPITAL BANK. CAPITAL BANK upon adequate verification will hot list/cancel the Card during working hours on a working day of CAPITAL BANK following the receipt of such intimation or the Card can be immediately cancelled via SMS facility provided for the same. If the Cardholder loses his Card overseas, he may either follow the above procedure. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. Subject to Clause of the Terms, the Cardholder will be liable for all charges incurred on the Card until the Card is hot listed/ cancelled. Further, in the event CAPITAL BANK determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder. The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half or returned to CAPITAL BANK and adequate care taken to prevent its misuse.

#### **9. TERMINATION**

The Cardholder may discontinue/ terminate the Card anytime by a written notice to CAPITAL BANK accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by CAPITAL BANK. CAPITAL BANK may at any time, with or without notice, as to the circumstances in CAPITAL BANK's absolute discretion requires, terminate the Card.

#### **10. LIABILITY IN CASE OF UNAUTHORIZED TRANSACTIONS**

If a Card is lost or stolen or in the event of any unauthorized transaction on the Card, the Cardholder must immediately report the loss/theft to CAPITAL BANK in accordance with the provisions detailed herein above. The Cardholder must also immediately notify the loss/theft of the Card by calling the CAPITAL BANK Customer Care Center or by way of a written or electronic communication to the nearby branch of Capital Bank. The Cardholder shall not bear any financial liability, to the extent of and in accordance with the provisions of this section, for an unauthorized transaction (except ATM cash withdrawal and online Debit Card usage) provided he/ she notifies CAPITAL BANK in writing immediately of such unauthorized transaction and the Cardholder is not, in the opinion of CAPITAL BANK guilty of negligence, fraud or collusion. The liability of the CAPITAL BANK against the Cardholder in case of any unauthorized transaction shall be as per the CAPITAL BANK's Policy on Customer Protection (Unauthorised Electronic Banking Transactions) available on the website of the CAPITAL BANK.

Provided further that the total liability of CAPITAL BANK in this regard for any unauthorized transaction conducted on the Card shall be limited to ₹1,00,000/- (Rupees One Lac only) and the same is subject to change, at the sole discretion of CAPITAL BANK from time to time.

All disputes are subject to Jalandhar jurisdiction.

#### **11. EXCLUSION FROM LIABILITY**

In consideration of Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep CAPITAL BANK and /or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which CAPITAL BANK may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of CAPITAL BANK's acting in good faith and taking or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or

misconduct of the Cardholder; breach or noncompliance of the Terms and the terms and conditions pertaining to the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents. The Cardholder shall indemnify and hold harmless CAPITAL BANK from any and all consequences arising from the Cardholder not complying with the Regulations of the RBI and the rules and regulations made there under and/or any other Act/Authority. The Cardholder shall also indemnify CAPITAL BANK fully against any loss on account of misplacement by the courier or loss-in-transit of the Card. Without prejudice to the foregoing, CAPITAL BANK shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of: (a) Any defect in quality of goods or services supplied (b) The refusal of any person to honor to accept a Card (c) The malfunction of any computer terminal/ system not within CAPITAL BANK's control (d) Effecting transaction instructions other than by a Cardholder. (e) Handing over of the Card by the Cardholder to anybody other than the designated employees of CAPITAL BANK at CAPITAL BANK's premises. (f) The exercise by CAPITAL BANK of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face. The exercise by CAPITAL BANK of its right to terminate any Card. (g) Any damage/injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Card. (h) If CAPITAL BANK receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which CAPITAL BANK in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, CAPITAL BANK may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. CAPITAL BANK reserves the right to deduct from the Cardholder's Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card. (i) Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction; In the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by CAPITAL BANK or any person acting on behalf of CAPITAL BANK the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner. However, CAPITAL BANK shall be liable for all direct losses incurred by the Cardholder, caused due to a technical error/ malfunction, which is directly within CAPITAL BANK's control. However, CAPITAL BANK shall not be liable for any loss caused due to a technical breakdown of the payment system if the same was recognizable by the Cardholder by a message on the display of the device or was otherwise known/ communicated. The liability of CAPITAL BANK in cases of non-execution or defective execution of the transaction shall be limited to the principal value of the transaction and the interest thereof, if any, subject to CAPITAL BANK's policies and applicable law/s.

## 12. STATEMENTS AND RECORDS

The Cardholder can check the transaction records from the Account Statement available online at CAPITAL BANK's Internet and Mobile Banking and last 10 transactions on CAPITAL BANK ATM. The Cardholder will inform CAPITAL BANK in writing within 15 days, if any irregularities or discrepancies exist in the transactions/ particulars of the Account on any Account Statement that is made available to the Cardholder. If CAPITAL BANK does not receive any information to the contrary within 15 days it shall be deemed to be assumed that the Account Statement and the transactions are correct. To ensure the Cardholder's interests, CAPITAL BANK may record on camera or on videotape, at its own discretion the access to and the presence of any person while availing the use of the Card facilities. All records maintained by CAPITAL BANK, in electronic or documentary form of the instructions of the Cardholder and such other details (including but not limited to payments made or received) pursuant to the Terms, and all camera/video recordings made as mentioned above shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

## 13. ATM USAGE:

The Card can be used at the ATM locations with the help of the confidential PIN. All Transactions conducted with use of the PIN will be the Cardholder's responsibility. The Cardholder agrees that he will be allowed to withdraw only a certain amount of cash per transaction per day as determined by CAPITAL BANK irrespective of the credit balance in the Account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of his Card facility. When the Cardholder completes a transaction through an ATM he can opt to receive a printed transaction record i.e. the transaction slip/ ATM receipt. The amount of available funds is shown on this ATM receipt when the Cardholder uses his Card. The Cardholder is advised to retain the record of Transactions generated by the ATM with him. The Cardholder agrees not to attempt to withdraw using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.

## 14. ADDITION/WITHDRAWAL OF FACILITIES:

CAPITAL BANK may, at its discretion, make available to the Cardholder more services on the Card, ATMs, POS Terminals, Internet or otherwise and/or other devices through Shared Networks for the Cardholder's convenience and use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by CAPITAL BANK from time to time will be recovered by a debit to the Account linked with the Card. The Cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. CAPITAL BANK shall also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the Card and/or services related to it, at ATMs / POS Terminal/Internet / other devices within/outside India and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

## 15. MERCHANT LOCATION USAGE:

The Card is for electronic use only as in the case of the charge slip/ sales slip printed electronically from the POS terminal. The Cardholder must sign a sales slip whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved as being authorized by the Cardholder will be his liability. The Card is operable with the help of the Cardholder's signature or the PIN at POS terminals installed at Merchant locations depending on the functionality of the POS Terminal. The Bank will not accept responsibility for any dealings, which the Cardholder may have with the Merchant including but not limited to the supply of goods and services. In the event the Cardholder has any complaints concerning any Merchant Establishment, the Cardholder with the Merchant Establishment should resolve the matter and failure to do so will not relieve him from any obligations to CAPITAL BANK. However, the Cardholder should notify CAPITAL BANK of this complaint immediately. CAPITAL BANK accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by CAPITAL BANK for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the Merchant must cancel the earlier sales slip and the Cardholder must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip / sales slip needs to be produced by the Cardholder, if called for. 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.

## 16. QUALITY OF GOODS AND SERVICES

CAPITAL BANK shall not in any way be responsible for merchandise,

merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Debit Card is purely a facility to the Cardholder to purchase goods and/or avail of services, CAPITAL BANK holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Cardholder with the Merchant Establishment must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the Charges due to CAPITAL BANK and the Cardholder agrees to pay promptly such charges.

## 17. FEES AND CHARGES

The annual fees for the Card will be debited to the Account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable. The Cardholder shall maintain at all times such minimum balance in the Account, as CAPITAL BANK may stipulate from time to time. CAPITAL BANK reserves the right at any time to charge the Cardholder for the issue or reissue of a Card and/or any fees/charges for the transactions carried out by the Cardholder on the Card. Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon CAPITAL BANK (either directly or indirectly), CAPITAL BANK shall debit such charges, duty or tax against the Account. In addition, operators of Shared Networks may impose an additional charge for each use of their ATM/ POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account. In the situation that the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further Transactions. In case of Accounts classified as overdrawn Accounts, the Cardholder will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Bank and will be announced from time to time. In the event of an Account being overdrawn due to Card Transactions, the Bank reserves the right to set-off this amount against any credit lying from any of the Cardholder's other Accounts held jointly or singly without giving any notice. Nothing in the Terms shall affect the Bank's right of set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder. The Cardholder also authorizes CAPITAL BANK to deduct from his Account, and indemnifies CAPITAL BANK against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card. (including without limitation reasonable legal fees). CAPITAL BANK may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation CAPITAL BANK may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time. The Cardholder authorizes CAPITAL BANK to recover all charges related to the Card as determined by CAPITAL BANK from time to time by debiting the Account linked with the Card. Any change in the fees and charges shall be communicated to the Cardholder one month or as per the timelines prescribed prior to the date of their implementation. In the event the Cardholder, as a consequence of the change in the fees and charges, desires to discontinue the Card, he may do so within a period of one month from the date of communication. However, he shall be deemed to have accepted the amended fees and charges by continuing to use the Card post notification of such amended fees and charges.

## 18. DISCLOSURES

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of any amount due on the Card, CAPITAL BANK and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of the default including the name of the Cardholder and/or its directors/partners/ co-applicants, as applicable, as defaulters in such manner and through such media as CAPITAL BANK or RBI in their absolute discretion may think fit. The Cardholder hereby authorizes CAPITAL BANK to exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in

the Terms or as expressed in the application made for the Card to its Affiliates/ banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold CAPITAL BANK/its Affiliates and their agents liable for use of the aforesaid information.

## 19. DISPUTES

CAPITAL BANK accepts no responsibility for refusal by any Merchant Establishment to accept and/or honor the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence between CAPITAL BANK and the Cardholder as to the extent of liability incurred by the Cardholder and CAPITAL BANK shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to CAPITAL BANK within 15 days of the Account Statement date failing which it will be construed that all charges are acceptable and in order. CAPITAL BANK may at its sole discretion accept any disputes on charges older than 15 days. CAPITAL BANK shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charges indicated in the Account Statement within two months of receipt of the notice of disagreement. If after such effort CAPITAL BANK determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Sales Slip or payment requisition. Any dispute in respect of a Shared Network ATM Transaction will be resolved as per RuPay regulations. CAPITAL BANK does not accept responsibility for any dealings the Cardholder may have with Shared Networks. In the event the Cardholder has any complaints concerning any Shared Network ATM, the Cardholder with the Shared Network should resolve the matter, and failure to do so will not relieve him from any obligations to CAPITAL BANK. However, the Cardholder should notify CAPITAL BANK of the complaint immediately.

## 20. GOVERNING LAW AND JURISDICTION

The time period for reversal of unsuccessful/ failed transactions and the compensation payable for failure to meet the specified timeline shall be as per Grievance Redressal Policy and Customer Protection Policy of the Bank available on the website at [www.capitalbank.co.in](http://www.capitalbank.co.in).

CAPITAL BANK and Cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Jalandhar in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. CAPITAL BANK may, however, in its absolute discretion commence any legal proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. These Terms shall be governed by and construed in accordance with the laws of India.

## 21. NOTIFICATION OF CHANGES:

CAPITAL BANK shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. CAPITAL BANK may communicate the amended Terms by hosting the same on its website or in any other manner as decided by CAPITAL BANK from time to time. The Customer shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on its website or intimated otherwise. In the event the Cardholder, as a consequence of the change in the Terms, desires to discontinue the Card, he may do so within a period of one month from the date of communication/ uploading of the amended Terms on its website. However, he shall be deemed to have accepted the amended Terms by continuing to use the Card post notification of such amended Terms. Any change in the Terms and Conditions shall be communicated to the Cardholder, in the manner as aforesaid, one month prior to the date of their implementation.