

Terms and Conditions for Axis Bank Instant Neo Credit Card

1) Credit Card Terms and Conditions

These Terms and Conditions are applicable to your Credit Card. Please read them carefully before you sign or use the Credit Card. When you read these Terms and Conditions bear in mind that "**you**", "**your**" and "**Card Member**" mean the person holding the Axis Bank Credit Card. The words "**we**", "**our**", "**us**" and "**Bank**" refer to AXIS Bank Ltd and its successors and assigns. The word "**Card**" refers to the "**Virtual Axis Credit Card**" and subsequent physical "**Axis Credit Card**".

2) Applicability of Terms

The Terms and Conditions contained herein form a contract between You and AXIS Bank Ltd. You will be deemed to have unconditionally accepted these Terms and Conditions and accepted the onus of ensuring compliance with the relevant RBI Regulations, Exchange Control regulations of Reserve Bank of India ("**RBI**"), Foreign Exchange Management Act 1999 as may be amended or replaced from time to time and all the rules and regulations framed there under, by accepting these terms and conditions electronically or by usage of the Card, as the case may be.

These Terms are in addition to and not in derogation with following terms and conditions and such other terms and conditions as may be specified by Axis Bank from time to time:

1. Axis Bank Debit Card Terms and Conditions
2. Axis Bank Net Banking Terms & Conditions
3. Axis Bank Saving Account Terms & Conditions
4. Axis Bank Mobile Banking Terms & Conditions

While making use of any services/facilities relating to the Credit Card will at all times continue to be bound by the Terms and Conditions stipulated by Axis Bank Ltd. from time to time for such services/facilities.

3) Definitions

Unless otherwise set out, the following terms will have the meaning as set out hereunder. Words denoting the singular include the plural and vice versa; words denoting the masculine gender include the feminine or neuter gender and vice versa; references to persons are to be construed as references to an individual, company or trust as the context requires and vice versa. Clause and other similar headings are for ease of reference and will not affect the interpretation of any provision herein. In this agreement, unless otherwise required:

- a. "**Account**" means and includes savings account.
- b. "**Application Password**" It shall mean password through which user a User can access products and services offered on the Payment Application.
- c. "**ATM**" means an automated teller machine or card operated machine or device whether belonging to us or of any other bank on a shared network, you can use your Visa International Credit Card to access your funds in your Account/s held with us.
- d. "**ATM Limit**" means the maximum permissible limit prescribed by the Bank for all cash withdrawals and/or any other Transaction which you may effect through an ATM in any one day or per transaction.
- e. "**AXIS Bank**" It refers to AXIS Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 'Trishul', 3rd Floor, Opposite Samaratheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat and Corporate Office at Axis House, Wadia International Centre, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400 025. This term shall be inclusive of any 'affiliates' of the Bank which shall mean and include any company which a holding company or a subsidiary of ; a person under the control of the Bank or any person in which the bank has a direct/ beneficial interest in more than 26% of the voting securities of such person. For the purpose of this definition "control" when used with respect to any person would mean the power to direct the

management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" would mean a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

- f. **"Card Transaction"** means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Credit Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought by us.
- g. **"Card-Not-Present Transaction"** means a Transaction effected in a merchant environment where the Card Member and the Card are not physically present at the time of usage. Typical Card-Not-Present transactions include but are not limited to contactless transactions on Point of Sale (PoS), internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments. All transaction for the Axis Bank Instant Neo Credit Card will be Card-not-present Transactions.
- h. **"Credit Card"** refers to Axis Bank Instant Neo Credit Card (Axis Bank Instant Neo Credit Card will be generated when you apply through a Payment Mobile App). Credit Card also refers to the physical Credit Card (Physical Card sent to the customer) and includes any replaced Credit Card issued through this program.
- i. **"Electronic Services"** means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerized or telecommunication devices or modes of operating accounts in or outside India, and where the context requires, also means any PIN and/or Card used to access Electronic Services.
- j. **"GST"** means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called.
- k. **"Information"** means information regarding the money or other relevant particulars relating to you, or any User, or the Account or any Transaction.
- l. **"International Transactions"** refers to the transactions performed by you through the Credit Card outside India.
- m. **"Merchant"** means any person, firm or corporation which enters into an agreement with the Bank, or any member or licensee of Master Card International, Visa International, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred.
- n. **"Mobile Phone"** shall mean the handset and the SIM card along with the accessories and necessary software for the GSM and CDMA phones, which is owned by the user.
- o. **"Mobile Phone Number"** shall mean the number specified by the User during registration for SMS Banking via secured channel with Axis Bank ATM, Branch for the purpose of availing the facility and on which the customer downloads the Payment Application.
- p. **"Participant"** means any person, firm, company or organisation in India or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services or any goods and services in relation to the Card.
- q. **"PIN"** means a PIN generated by the user in the in relation to the use of the Card and/or access of Electronic Services.
- r. **"Point of Sale/POS"** transactions means transactions initiated at Merchants' point of sale terminals.
- s. **"Spending Limit"** means the maximum permissible limit prescribed by us in respect of total Card transactions effected in a day.
- t. **"Terms and Conditions"** mean these Terms and Conditions as amended or supplemented by us.
- u. **"Transaction"** means any transaction or instruction effected or issued, or purported to be effected or issued, by you through the Card and/or Electronic Services.
- v. **"User"** means you.

4) Eligibility for Axis Bank Instant Neo Credit Card

- a. You have a valid and active Axis Savings Account.
- b. You have a valid Aadhaar number.

- c. You have a valid Permanent Account Number.
- d. You will voluntarily have successfully completed KYC through biometric authentication through business facilitators and have complied with all other requirements including KYC requirements as may be specified by us.
- e. It can be opened for the sole purpose of personal use and not for the purpose of business/trading/professional/profit making activity.

5) Consent for Aadhar authentication

1. You confirm that you have authorised Unique Identification Authority of India (UIDAI) to share your details with Axis Bank.
2. You hereby state that you have no objection in authenticating yourself with Aadhaar based authentication system and consent to providing your Aadhaar number, biometric and/or one time password (OTP) data for Aadhaar based authentication for the purposes of using digibank Services from Axis.
3. You understand that the biometrics and/or OTP you provide for authentication will be used for authenticating your identity through the Aadhaar Authentication system for the purpose of using Axis Bank Services.
4. You understand that Axis will ensure security and confidentiality of your personal identity data provided for the purpose of Aadhaar based authentication.
5. In case your name as reflected in Aadhaar is different from that as reflected on your PAN Card, the details as per Aadhaar will be taken on record. Any changes to your demographic details (as available on your Aadhaar Card) need to be made through UIDAI only.

6) Consent to store details at the Payment Application

1. You confirm that you have authorised the issuance of Axis Bank Instant Neo Credit Card through the Payment Application.
2. You hereby state that you have no objection in the storing of the details of your Axis Bank Instant Neo Credit Card in the Payment Application for future payments.
3. You hereby accept that when on availing the Credit Card you have the option to store your Card's details on other Payment Applications and you have no objection to the same and if by doing the same there occurs any compromise to data stored on the Payment Application through any theft, attack or fraud Axis Bank will not be liable for any grievance or damage caused due to the same and you absolve Axis Bank of any liability in the event of the same occurring.
4. You understand that post the issuance of Axis Bank Instant Neo Credit Card all the activities related to the Axis Bank Instant Neo Credit Card will be available to be managed on the Credit Card Management module on the Axis Bank Mobile Application and you have no objection to the same.
5. You hereby confirm that the issuance of the Credit Card will require you to enter some demographic details on the Payment Application and you have no objection for the same.
6. You understand that in case of any compromise to data stored on the Payment Application through any theft, attack or fraud Axis Bank will not be liable for any grievance or damage caused due to the same and you absolve Axis Bank of any liability in the event of the same occurring.

7) Axis Bank Instant Neo Credit Card Lifecycle

1. You are informed that the Axis Bank Instant Neo Credit Card is a virtual Credit Card that will be issued to you through the Payment Application and is for domestic usage only. The physical Credit Card issued along with the virtual Credit Card will be sent to your Bank Communication Address in 5-10 working days. Physical Credit Card will be subject to Bank policy and issuing terms and conditions.
2. You will also be issued an additional physical Credit Card on this Axis Bank Instant Neo Credit Card. This will be a physical version of the same product wherein the Credit Card Number will be different.
3. You are informed that there will be two different welcome kits for the two Credit Cards sent across to the Bank Communication Address.
4. The entire Card management options to be operated on the Credit Card will be available within the Axis Bank Mobile Application.
5. You are hereby informed that for all Payment related details will be accessible through Axis Bank Mobile Application. Default mode of payment on issuance will be Total Amount Due or Minimum Account Due from the linked Axis Savings Account as selected by the customer at the time of issuance. You will be issued a single consolidated e-statement as well as physical statement inclusive of your purchases on both the Credit Cards (virtual as well as physical.)
6. You agree that this Axis Bank Instant Neo Credit Card is issued through a Payment Application and will only be valid for domestic Card Not Present transactions on Point of Sale (PoS), online as well as at those portals which accept the Payment from the Payment Application.
7. The credit Limit offered to you on the Instant Neo Credit Card as well as its physical version will be at the sole discretion of the bank.
8. You are hereby informed that this Credit Card will be for Domestic usage only. The Address will be same as Bank Communication address.
9. You are hereby informed that in the event of any failure in the issuance of the Instant Neo Credit Card (virtual) Axis Bank will dispatch to the customer's bank communication address the physical Credit Card. Physical Credit Card will be subject to Bank policy and issuing terms and conditions. The credit Limit offered to you will be at the sole discretion of the bank.
10. You are hereby advised that Axis Bank Most Important Terms & Conditions for Cards (MITC) is also applicable on Axis Bank Instant Neo Credit Card as per the product variant specifications. Since the Neo Credit Card is for domestic usage, the domestic limit will be as applicable per the welcome letter. To know more about the MITC please visit www.axisbank.com/instantneocard.

8) Exclusions and Exceptions

1 Non-Acceptance of Credit Card

We are not liable in any way:

- a. should your Credit Card(s) or PIN(s) be rejected by a merchant or any terminal used to process Credit Card transactions or if we refuse for any reason to authorise any Credit Card transaction;
- b. for any malfunction, defect or error in any terminal used to process Credit Card transactions, or other machines or system of authorisation whether operated by us or other persons;
- c. for any delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, power and electricity failure, act of God, civil disturbance, war or warlike

hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our agents or contractors or any fraud or forgery or;

- d. for any damage to or loss or inability to retrieve any data or information that may be stored in your Credit Card or any microchip or circuit or device in your Credit Card;
- e. for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment will not have been apparent to a reasonable person receiving such instruction;
- f. if you are deprived of the use of any Electronic Services as a consequence of any action by us and/or any Participant; or
- g. any Electronic Service not being available due to system maintenance or breakdown/non availability of any network; or
- h. for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.

In any event, we are not liable for anything done or omitted to be done except in the case of our gross negligence or wilful default.

2 Problems with Goods and Services

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Credit Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we will be entitled to debit your Account you maintain with us for the full amount pursuant to that Credit Card Transaction. You will settle any dispute directly with the provider of the goods and services.

3 No Liability for Consequential Loss

Neither we nor any Participant will be responsible in any way for any direct, indirect, special, punitive, speculative, exemplary or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Credit Card.

4 No Liability for Credit Card-Not-Present Transactions

We may, in our discretion and without giving prior notice approve or authorise such Card-Not-Present transactions in which event you will be liable for all Card-Not-Present transactions effected through the use of your Credit Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card-Not-Present transactions.

5 Conclusiveness of Documents and Certificates

Any of our records relating to Credit Card Transactions with your signature or authorised by your PIN are conclusive evidence of their accuracy and authenticity and will be binding on you for all purposes. You will also notify us if you discover any errors or inaccuracies in any Credit Card statement. Unless disputed by you within 21 (twenty one) days of the Electronic Statement being made available for download, the same will be deemed to be correct.

6 Electronic Services

You may use your Credit Card and/or PIN for effecting authorised transactions, including Credit Card transactions through the ATM and/or Card Not Present transactions made by using Axis Bank Instant Neo Credit Card (domestic internet purchase transactions), and/or for utilising other Electronic Services. No other person is allowed to use the

Credit Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilise using your PIN. Should we decide to, we may also modify any such facilities at our sole discretion.

You will not record the PIN in any form so as to avoid the possibility of the PIN becoming known to a third party. You grant express authority to AXIS Bank for carrying out transactions and instructions authenticated by the PIN and will not revoke the same. AXIS Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from you other than by means of verification of the PIN.

7 Use of Credit Card

You undertake not to use the Credit Card for making payment for any illegal purchases i.e. purchases of items/services not permitted by law and RBI as per extant regulations.

You agree to hold us harmless if any other person obtains possession of the PIN. You will safeguard any PIN generated by you and follow every procedural, security and other requirement and notice of ours and/or the relevant Participant regarding their use, or, as the case may be, you will comply with the provisions of this clause regarding any PIN. You will notify us immediately if:

- a. Any AXIS PIN is disclosed to any person.
- b. Any Credit Card is used by any other person.
- c. Any other event occurs which will, under the terms of this Agreement, allow us to suspend or cancel the use of Electronic Services. After receipt of any such notice purporting to come from you, we may suspend or cancel your use of Electronic Services at any time.

You will notify us immediately if any other event occurs which will, under the terms of this Agreement, allow us to suspend or cancel the use of Electronic Services. After receipt of any such notice purporting to come from you, we may suspend or cancel your use of Electronic Services at any time.

You understand that any liability financial or otherwise due to any fraudulent transaction occurring on your Axis Bank Instant Neo Credit Card or on the physical Neo Credit Card rests completely with the user and you absolve Axis Bank of any liabilities.

9) Amendments

1 Changes to the Terms and Conditions

We may change the contents of this Agreement and/or create new Terms and Conditions at any time by notifying you of the changes. The changes will take effect on the date specified in the notice. Should you continue to keep or use the Credit Card and/or the Electronic Services after the specified date, you will be deemed to have accepted the changes without reservation. If you do not accept the changes, you must stop using the Credit Card and/or Electronic Services and terminate this Agreement.

2 Publication of Changes

We may notify you of any changes to these Terms and Conditions by publishing such changes on our Website. We may however choose to inform you by other means of communication.

DISCLAIMER:

The Bank, its employees, agents or contractors shall not be liable for, and in respect of any loss or damage whether direct, indirect, special or consequential, including but not limited to the loss of revenue, profit, 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 person, howsoever, arising from or relating to any delay, interruption, suspension, resolution or error of the Bank in receiving and processing the request and in formulating and returning responses or

any failure, delay, interruption, suspension, restriction, or error in transmission of any information or message to and from the telecommunication equipment of the user and the network of any service provider and the Bank's system or any breakdown, interruption, suspension or failure of the telecommunication equipment of the user, the Bank's system or the network of any service provider and / or any third party who provides such services as is necessary to provide the facility. Axis Bank may at its sole discretion, utilise the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products.