

## MOST IMPORTANT TERMS AND CONDITIONS OF DEBIT CARD

### An understanding, an agreement

#### TERMS AND CONDITIONS GOVERNING THE AXIS BANK DEBIT CARD

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

#### DEFINITIONS

- "The Bank", "Axis Bank", means Axis Bank Limited and its successors and assignees.
- "Card" or "Debit Card", refers to the Axis Bank MasterCard/Visa/RuPay Debit Card issued by Axis Bank to a Cardholder.
- "Cardholder", "you", "your", "him" or similar pronouns shall where the context so admit, refer to a customer of Axis Bank to whom an Axis Bank Debit Card has been issued by Axis Bank to operate on a nominated account(s). All references to the Cardholder in the masculine gender will also include the feminine gender.
- "Account(s)", refers to the Cardholder's Savings or Current Accounts that have been designated by Axis Bank to the eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder/signatory.
- "Primary Account", shall mean in case of multiple accounts linked to the Card, the account that has been designated as being the main/first account of operation i.e. the account from which purchase transactions, cash withdrawals charges and fees related to the Card are debited.
- "Nominated Accounts", includes the Primary Account as described above, and it indicates the Cardholder's account(s) nominated in writing by him to be accessed by his Debit Card and PIN.
- "ATM", refers to Automated Teller Machine whether in India or overseas, whether of Axis Bank, or of any other bank on a shared network, at which amongst other things, the Cardholder can use his Debit Card to access his funds in his account(s) held with Axis Bank.
- "PIN", means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by Axis Bank, chosen by him from time to time.
- "Transaction", means by instruction given, by a Cardholder by using his Card directly or indirectly, to Axis Bank to effect action on the account. (Examples of transactions can be retail purchases, cash withdrawals, cash/cheque deposits, etc.).
- "International Transactions", refers to the transactions performed by the Cardholder through his internationally valid Debit Card, outside India, Nepal and Bhutan.
- "Statement", means a periodic statement of account sent by Axis Bank to a Cardholder setting out the transactions carried out by the Cardholder(s) during the given period and the balance on that account. It may also include any the information that Axis Bank may deem fit to include.
- "Merchant" or "Merchant Establishments", shall mean establishments wherever located which accept/honour the Card and shall include amongst others: stores, shops, restaurants, airline organizations etc. advertised by Axis Bank or MasterCard/Visa/Rupay International.
- "EDC" or "Electronic Data Capture", refers to electronic Point-of-Sale swipe terminals whether in India or overseas, whether of Axis Bank or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
- "MasterCard/Visa/Rupay", means a trademark owned by a normally associated with MasterCard/Visa/Rupay International.
- "MasterCard/Visa/Rupay ATM Network", means ATMs that honour the Debit Card and that display the MasterCard/Visa/Rupay symbols. The Debit Card ("the Card") is issued by Axis Bank Limited, ("Axis Bank Ltd.") having its registered office at Trishul, Opposite Samartheswar Temple, Law Garden, Ellis Bridge, Gujarat, Ahmedabad-380006, India" on the following terms and conditions:

#### CARD VALIDITY AND CARDHOLDER OBLIGATIONS

- The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank of India, Axis Bank and FEMA 1999.
- The Card shall be valid only for transaction options, as permitted by the Bank from time to time in India and abroad, at Axis Bank ATMs, ATMs of other banks, which are members of the MasterCard/Visa/Rupay ATM network and MasterCard/Visa/Rupay Point-of-Sale swipe terminals at merchant establishments.
- The Card is and will be at all times the property of Axis Bank and shall be returned to Axis Bank unconditionally and immediately upon Axis Bank's request. The Cardholder is requested to ensure that the identity of the Bank Officer is established before handing over the Card.
- The Debit Card is not transferrable or assignable by the Cardholder under any circumstance.
- You must sign the Card immediately upon receipt. You must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under your personal control at all times.
- The Personal Identification Number (PIN) issued to the Cardholder for use with the Card or any number chosen by the Cardholder as a PIN, should be known only to the Cardholder and are for the personal use of the Cardholder and are non-transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of the Bank or to merchant establishments, under any circumstance or by any means whether voluntary or otherwise. The Bank shall exercise care while issuing the PINs and shall be under obligation not to disclose the cardholder's PIN, except to the cardholder.
- The Cardholder's account will be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the Card. The Cardholder should maintain sufficient funds in the account to meet any such transactions.
- The Cardholder shall not be entitled to overdraw the Cardholders' account(s) with Axis Bank or withdraw funds by use of the Debit Card in excess of any agreed overdraft limit.
- The Cardholder will be responsible for transactions effected by use of the Card, whether authorized by the Cardholder or not, and shall indemnify Axis Bank against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising therefrom on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act, 1999 or any other law being in force in India and/or any other country/ state/continent/territory wherever located in the world at the time, notwithstanding the termination of this agreement. Debit Card usage is also prohibited for overseas forex trading through electronic/ internet trading portals.
- At the time of account opening, customers' Savings or Current account nominee will be considered as the default nominee for Debit Card application. Bank will not accept any separate Debit Card nomination except the one given at the time of opening an account with us.
- You are requested to note that the Debit Card is valid up to the last day of the month/year indicated. You hereby undertake to destroy the Debit Card when it expires by cutting it into several pieces. Your renewed Debit Card shall be sent to you before the expiry of the Card at the discretion of Axis Bank, upon evaluation of the conduct of your account. Axis Bank reserves the sole right of renewing your Card account on expiry and debit any renewable charges to your account.

- The Cardholder will inform Axis Bank in writing within 15 days from the statement date of any irregularities or discrepancies that exist in the transaction details at an ATM/merchant establishment on the statement of account sent by Axis Bank. If no such notice is received during this time, Axis Bank will assume the correctness of both the transaction and the statement of account.
- Your card comes activated with facility of using at domestic contact based ATMs and POS merchant outlets within India only.
- The card not present (domestic and international) and card present (international) transactions on your card can be enabled/disabled through various channels such as axis mobile app, internet banking or axis bank branches.
- The debit card by default will have the contactless option, however, basis your preference, the same can be enabled / disabled through various channels such as axis mobile app, internet banking or axis bank branches.
- The contactless option is currently not applicable to Rupay Debit cards.
- The limits for Online, POS and Contactless will be a cumulative limit and not an individual limit.
- The transaction limits (within the overall card limit) for all types of transactions can be set/modified through either of the channels mentioned above.

#### INTERNATIONAL USAGE

- Utilization of the Card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of your failure to comply with the same, you are liable for action under the Foreign Exchange Management Act, 1999 and may be debarred from holding the Debit Card from Axis Bank either at the instance of Axis Bank or the RBI. You shall indemnify and hold harmless Axis Bank from and against any/all consequences arising from you not complying with Exchange Control Regulations of the RBI.
- The Debit Card is not valid for foreign currency transaction in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- Axis Bank shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damage arising directly or indirectly out of the decline of a charge caused by the Cardholder having exceeded the foreign exchange entitlements as prescribed by the Reserve Bank of India (RBI) as issued from time to time, on Axis Bank becoming aware of the Cardholder exceeding his entitlements.
- Non-Resident Indians can hold an internationally valid Debit Card, provided all dues arising out of its use in India/overseas are met out of an NRE/NRO account held with Axis Bank.
- As per the Reserve Bank of India ("RBI") Master Directions / Circular RBI/2017-18/204 dated June 19, 2018 it shall be mandatory to provide Permanent Account Number ("PAN") for the resident individuals to make remittance under the Liberalized Remittance Scheme (LRS). Accordingly, PAN details of the resident individual (transacting party) is mandatory for every remittance transaction under the Scheme. In line with the regulation, Bank will not offer facility of international transactions on Debit Card, if Customer fails to furnish his/her valid PAN details at the time of account opening or subsequently.
- You undertake not to use the Card for making payment for any illegal purchases i.e. purchases of items/services not permitted by the RBI as per extant regulations.
- International Debit Cards cannot be used on internet or otherwise for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, and/or such items/activities for which no drawal of foreign exchange is permitted".
- Any resident in India collecting and effecting/remitting payments directly/indirectly/outside India in any form towards overseas foreign exchange trading through electronic/Internet trading portals would make himself/herself/themselves liable to be proceeded against with for contravention of the Foreign Exchange Management Act (FEMA) 1999, besides being liable for violation of regulations relating to Know Your Customer (KYC) norms.

Also, if any such prohibited transaction is observed on your Debit Card (for online banking account), the Card (or account) shall be closed with immediate effect & the same reported to regulatory authorities.

#### MERCHANT ESTABLISHMENT USAGE

- The Card is accepted at all electronic Point-of-Sale terminal at merchant establishments in India and Overseas which display the MasterCard/Visa/Rupay logo.
- The Card is Electronic Use only and will be accepted only at merchant establishments that have an electronic Point-of-Sale swipe terminal. Any usage of the Card other than electronic use will be deemed unauthorized and the Cardholder will be solely responsible for such transactions. Please note that as per RBI guidelines, w.e.f. 1 December 2013, all Debit Card transactions at retail outlets as well as the electronic Point-of-Sale (PoS) swipe terminals at merchant establishments will need to be validated using the existing ATM PIN.
  - When a merchant swipes or inserts your Debit Card in a PoS machine, he/she will first enter the amount. Then the PoS machine will prompt for a PIN, which you will have to enter to complete the transaction. This PIN is the same one that you use at ATMs. If you don't punch in your PIN, Axis Bank will decline the transaction. You get three chances to enter the right PIN. If the third attempt is also wrong, your card will get blocked. This is similar to the process at ATMs.
  - Always enter Debit Card PIN yourself at the merchant establishment. Never share your Debit Card PIN with anyone, including the merchant. While using your card on PoS machine, if you suspect something unusual, do not use the machine and report it to Axis Bank immediately. Usage of PIN for Debit Card transaction has been introduced as a security measure that acts as Two-Factor Authentication.
- Bank prohibits withdrawal of cash using Debit Card at the POS, unless specifically permitted by us for specific accounts and amounts.
- In case of the Cardholder already has an Axis Bank Debit/ATM Card, on his acceptance of the Debit Card through the first utilization of the PIN at any Axis Bank ATM or MasterCard/Visa/Rupay ATM, the same will be deactivated by Axis Bank subsequently.
- You must sign the charge slip and retain your copy of the charge slip whenever the Card is used at merchant establishments. Axis Bank will not furnish copies of the charge slip. Any charge slip not personally signed by you but which can be proven, as being authorized by you will be deemed to be your liability.
- The Debit Card is accepted at all MasterCard/Visa/Rupay merchant outlets having electronic point-of-sale terminals worldwide. Axis Bank will not accept any responsibility for any dealing the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any MasterCard/Visa/Rupay merchant establishment, you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to Axis Bank. If you decide to cancel your purchase and not accept the goods after the card is swiped, ensure that the merchant cancels the transaction immediately and the slip is handed over to you. Any cancellation thereafter will be routed as a "chargeback" on the merchant through the acquiring bank and will take the time required to complete the process. There can be no guarantee of full/partial return of the amount.
- Axis Bank accepts no responsibility for any charge levied by any merchant establishment over and above the value/cost of transactions and debited to your account along with the transaction amount.
- A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to your account (less cancellation charges) after it is

- received from the merchant. If the credit is not posted to your card account within 30 days from the day of refund, you must notify Axis Bank, along with a copy of the credit note from the merchant.
8. In case of Cards linked to multiple accounts, transactions at merchant establishments will be effected only on the primary account. In case, there are insufficient funds in the said account, Axis Bank will not honour the transactions even if the necessary funds are available cumulatively or severally in the other accounts linked to the Card.
  9. The Card should not be used at Hotels during check-in and also at other locations where payment is made before completion of the purchase transaction or service. Please note that in case such a transaction is effected, your funds will be temporarily blocked.
  10. The Card should not be used for any Mail/Phone Purchases and any such usage will be considered as unauthorized.
  11. The Cardholder would be solely liable for all unauthorized acts and transactions.

#### ATM USAGE

1. The Card is accepted at the Axis Bank ATMs and MasterCard/ Visa/Rupay enabled ATMs worldwide.
2. Cash withdrawals and balance inquiry performed by the Cardholder at MasterCard/Visa/Rupay enabled ATMs in countries other than India will be subject to a fee, as per prevailing tariff of charges. Cash withdrawals and balance inquiry at MasterCard/Visa/Rupay ATMs (non-Axis Bank) in India may also be subject to a fee (as decided by Axis Bank from time to time) and will be debited to the account at the time of such cash withdrawal and balance inquiry transactions. All transactions at non-Axis Bank ATMs are subjected to charges as determined by Axis Bank from time to time. The charge schedule is updated on Axis Bank website.
3. For all cash withdrawals, cheque/cash deposits at an Axis Bank ATM, any statement/receipt issued by the ATM at the time of deposit or withdrawal shall be deemed conclusive, unless verified and intimated otherwise by Axis Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.
4. Axis Bank will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or other circumstance beyond its control.
5. Axis Bank will not be liable for any consequential or indirect loss or damage arising from or related to the loss/use of the Card and related PIN, how so ever caused.
6. The availability of ATM services in a country other than that in which the Card was issued is governed by the local regulations in force in the said country. Axis Bank shall not be liable if these services are withdrawn without notice thereof.

Please Note: You will have to use your Business Platinum Debit Card for at least 1 purchase transaction to get free transaction at Non Axis Bank ATM's.

#### FEES

1. Transaction fees for cash withdrawals/balance inquiry and/or wherever applicable, will be debited to the account at the time of posting the cash withdrawal/balance inquiry or wherever applicable.
2. All transactions in foreign currency will be billed in the Cardholder's Bank Account Statements in Indian Rupees. You hereby authorize Axis Bank and MasterCard/Visa/Rupay to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as Axis Bank/MasterCard/Visa/Rupay may from time to time designate.
3. The Charges/Fees applicable on the usage of the Debit Card may be revised/ changed by Axis Bank from time to time with prior information to the Cardholder(s).

#### FEATURES OF THE DEBIT CARD

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

#### UNAUTHORIZED ELECTRONIC BANKING TRANSACTIONS

The liability of the Bank or Customer for any unauthorized transaction shall be:

1. Zero Liability of a Customer - A customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following manner:
  - (a) Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether or not the transaction is reported by the customer)
  - (b) Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the bank within three working days of receiving the communication from the bank regarding the unauthorized transaction.
2. Limited Liability of a Customer - A customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:
  - (a) In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials, the customer will bear the entire loss until he reports the unauthorized transaction to the Bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the Bank.
  - (b) In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the Bank nor with the Customer, but lies elsewhere in the system and when there is a delay (of four to seven working days after receiving the communication from the bank) on the part of the customer in notifying the Bank of such a transaction, the per transaction liability of the customer shall be limited to the transaction value or '10,000/- whichever is lower.
3. The Bank will not offer facility of electronic transactions, other than ATM cash withdrawals, to customers who do not provide valid mobile numbers.

In case the Customer notifies the Bank after seven working days of receiving the communication from the Bank regarding the unauthorized transaction, the customer liability shall be determined as per the Bank's board approved policy. Bank shall evaluate and determine the same as per the Bank's board approved policy.

For escalation details, visit the Axis Bank website ([www.axisbank.com](http://www.axisbank.com)) and go through Bank's Grievance Redressal Policy or visit your nearest Axis Bank branch.

#### DISCLOSURE OF INFORMATION

1. When requested by Axis Bank, you shall provide any information, records or certificates relating to any matter that Axis Bank deems necessary. You will also authorize Axis 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, Axis Bank may, at its discretion, refuse renewal of the Card or cancel the Card forthwith.
2. Axis 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. Axis 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. Axis 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 Foreign Exchange Management Act, 1999 is not contravened.

#### LOST OR STOLEN CARD

1. In the event that the Card is lost or stolen, the occurrence must be reported to any office of Axis Bank in India on the emergency contact number 022-67987700 or to the MasterCard/Visa/Rupay Global Service Centers Helpline whilst abroad. You shall be required to disclose information regarding your Debit Card number, your Account Number, address, Date of Birth and Mother's maiden name. Under no circumstance should you disclose the PIN number.
2. The loss or theft of the Debit Card should be reported to Axis Bank immediately. Although loss or theft may be reported by means of the 24-Hour emergency Helpline Number, you must confirm the same in writing to Axis Bank as soon as possible. A copy of that acknowledged police complaint must accompany the said written confirmation.
3. Should transactions be received by Axis Bank after the Card has been lost or stolen but before receipt of your written confirmation, you shall be liable for all amounts debited to your account(s). However, if prior to the receipt of the written confirmation, if it can be proven that the Card was

safeguarded, the loss/theft promptly reported and that you acted in good faith and with reasonable care and diligence, the your lost Card liability for purchase transactions will be insured upto the specified limit (once the loss is reported in writing). There will be no such coverage provided on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential to you.

4. You hereby indemnify Axis 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 Axis Bank, or lost and misused before Axis Bank is informed.
5. Provided you have in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of Axis Bank at the applicable fee.
6. Should you subsequently recover the Card, it cannot be used. Please destroy the Card by cutting it into several pieces through the magnetic strip.

#### INSURANCE

1. You acknowledge that the insurance benefit provided on the Card will be available to you as per the terms of the relevant insurance policy in force and only so long as you are and remain as active Cardholder of Axis Bank with your account conduct being deemed satisfactory and in event of the Card and/or account facility being terminated for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from the date of cessation of membership.
2. Axis Bank reserves the right to discontinue the insurance facility so offered at any time. In such an event, the cardholders shall be informed about the cut-off date. Any decision of Axis Bank in this case shall be final.
3. The Zero Lost Card Liability/Purchase Protection/Personal Accident (Death Cover only) coverage is provided to Cardholders by New India Assurance Company Limited (or any other General Insurance Company as may be identified by Axis Bank from time to time), whose terms, conditions, and decisions, for which Axis Bank is not liable, will apply.
4. Axis Bank does not hold any warranty and/or make representation about quality, delivery of the cover, claims processing or settlement of the claim by the New India Assurance Company Limited (or any other General Insurance Company as may be identified by Axis Bank from time to time) in any manner whatsoever.
5. You may be asked to submit additional documents, as per the requirements of the case. 6. Axis Bank shall not be liable for any delayed settlement of the claims.
7. As per the terms & conditions of the Insurance policy, to raise claim against Personal Accident Insurance cover, intimation and required document submission should be completed within 50 calendar days from the date of death of the customer.
8. To be eligible for Personal Accident coverage, customer should have done at least one POS or e-commerce transaction in last 90 days. Please note it is death only cover and any other medical conditions will not be covered. Death due to natural causes will also be outside the coverage of this cover.
9. For Rupay cards Personal Accident Insurance claims have to be intimated within 30 days and debit card to be used once within 45 day for a valid financial/non-financial transaction.
10. The cardholder shall bear the loss sustained up to the time of notification to the bank of any loss, theft or copying of the card but only up to a certain limit as per the lost card liability limit mentioned in the usage guide, except where the cardholder acted fraudulently, knowingly or with extreme negligence.
11. Further queries or assistance regarding the policy, exclusions and claim settlements can be directed to: The New India Assurance Co. Ltd., D.O 112700, 22, 2nd Floor, Mittal Chambers, Nariman Point, Mumbai - 400 021

#### STATEMENT AND RECORDS

1. The records of Card transactions will be available on the account statement sent by Axis Bank. Such account statements shall be mailed to the Cardholder on a periodic basis to the mailing address corresponding to the primary account on record as indicated by the Cardholder. The Cardholder can also get the details of his transactions by calling Axis Bank Phone Banking Service or utilizing the mini statement facility at Axis Bank ATMs. The Cardholder may also view his statement online by using iConnectTM- the Internet Banking facility offered by Axis Bank. A separate application form available at Axis Bank branches has to be filled and submitted at an Axis Bank branch by the Cardholder to avail of iConnectTM.
2. Axis Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

#### DISPUTES

1. 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 Axis Bank and the Cardholder as to the extent of the liability incurred by the Cardholder and Axis Bank shall not be required to ensure that the Cardholder has received the goods purchased/availed of the service availed to the Cardholder's satisfaction.
2. Axis Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined by the customer within two months of the receipt of notice of disagreement. If after such efforts Axis Bank determines that the charge is incorrect, it shall communicate the same to the Cardholder.
3. Axis Bank accepts no responsibility for the refusal of any establishment to honour the Card.
4. This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, India irrespective of whether any other court may have concurrent jurisdiction in the matter.
5. 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.
6. Bank shall be responsible for direct losses incurred by a cardholder due to a system malfunction directly within the bank's control. However, the bank shall not be held liable for any loss caused by a technical breakdown of the payment system which is beyond its reasonable control. Further, in case the breakdown of the system was 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.

#### GENERAL

1. You will promptly notify Axis Bank in writing of any change in your employment and/or office and/or residential address and telephone numbers.
2. Axis Bank reserves the right to add to, delete or vary any of the terms and conditions, policies, features, and benefits upon notice to the Cardholder. Use of the Debit Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Cardholder of such changes.
3. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 7 days from the posting of the notification to the address last given to Axis Bank in writing by the Cardholder. Publication of changes by such means as Axis Bank may consider appropriate will constitute effective notice to the Cardholder thereof.
4. If an accountholder, by using the Card, draws an amount in excess of the balance available or overdraft limit permitted by Axis Bank, the accountholder will pay Axis Bank unconditionally the entire amount overdrawn with interest and penalties, if any, at a rate decided by Axis Bank. However this should not be construed as an agreement, either expressed or implied that Axis Bank is bound to grant any overdraft facility whatsoever.
5. Axis Bank makes no representations about the quality of the goods and services of third parties providing benefits such as discounts to Cardholders. Axis Bank will not be responsible if the service is in any way deficient or otherwise unsatisfactory.
6. In all matters relating to the Debit Card, the decision of the Bank shall be final and binding in all respects.
7. Any person taking advantage of the Debit Card in good standing shall be deemed to have read, understood and accepted these terms and conditions.

## TERMINATION

1. Axis 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 that the Cardholder decides to close his account with Axis Bank, the Card(s) issued with this account, as the primary account would automatically stand cancelled. The Cardholder(s) must immediately cease to use his Card and destroy and return 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 Axis Bank returning funds to him.
3. In the event that the Cardholder decided to terminate the use of the Debit Card, the Cardholder shall give Axis Bank not less than 7 days prior notice in writing and forthwith return the Card and any additional Card (if not required) cut into several pieces through the magnetic strip, to Axis Bank. The Cardholder will be responsible for all the Card facilities and related charges incurred on the Debit 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 Debit Card whether or not the same are a result of misuse/fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.
4. The Card is the property of Axis Bank and must be returned to an Officer of Axis Bank immediately and unconditionally upon request. Please ensure that the identity of the Bank Officer is established by you before handing over your Card.
5. Axis Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Card shall be returned upon occurrence of any of the following event:
  - i) Failure to comply with the terms and conditions herein set forth.
  - ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with Axis Bank.
  - iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
  - iv) Demise of the Cardholder.
  - v) Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account.
6. The Debit Card should be returned to Axis Bank prior to the date upon which any changes are to take effect, in case of the Cardholder's rejection of any of the proposed changes to the features, changes or terms and conditions applicable to the Card.