

## **TERMS AND CONDITIONS GOVERNING THE AXIS BANK MEAL CARD**

Important - Please make sure you have read these Meal Card Terms and Conditions carefully before using the Axis Bank Meal Card. By using the Meal 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 and all the rules and regulations as amended / modified / applicable and any other corresponding enactment in force from time to time. You will also continue to remain bound by the Terms and Conditions of your Meal Card with Axis Bank.

### **Definitions**

1. 'Card' or 'Meal Card', refers to the Axis Bank VISA/Mastercard/RuPay Semi closed loop Domestic Meal Card issued by Axis Bank to a Cardholder.
2. 'The Bank', means Axis Bank limited and its successors and assignees.
3. '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 Meal Card has been issued. All references to the Cardholder in one gender will also include the other gender.
4. 'ATM', refers to Automated Teller Machine in India, of Axis Bank, at which, the Cardholder can use his Meal Card for balance enquiry, account statements and PIN change transactions on his Meal Card held with Axis Bank.
5. 'PIN' means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by Axis Bank, chosen by him from time to time.
6. 'Transaction', means any instruction given, by a Cardholder by using his Card directly or indirectly, to Axis Bank to effect action on the Meal Card. (Examples of transactions can be retail purchases, balance enquiry, etc.)
7. 'Merchant' or 'Merchant Establishments', shall mean establishments wherever located which accept / honour the Card and shall include amongst others: stores shop, restaurants, etc. advertised by Axis Bank or VISA Card International or National Payment Corporation of India (NPCI) or MasterCard .
8. 'EDC' or 'Electronic Data Capture' refers to electronic point-of-sale swipe terminals, whether of Axis Bank or any other bank on the shared network, that permit the debiting of the Card account for purchase transactions from Merchant Establishments.
9. 'VISA Card' means a trademark owned by and normally associated with Visa Card.
10. 'RUPAY' means a trademark owned by National Payment Corporation of India (NPCI)
11. 'MasterCard', means a trademark owned by MasterCard
12. 'Employer' refers to the organisation in which the Cardholder is employed.

The Meal Card ('the Card') is issued by Axis Bank Limited, ('Axis Bank Ltd.') having its registered office at 'Trishul, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380006, Gujarat, India' on the following Terms and Conditions:

#### **CARD VALIDITY AND CARDHOLDER OBLIGATIONS**

1. The issue and use of the Meal 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 the Income Tax Department of India.
2. The Meal Card allowances disbursed through the Meal Card is governed by the terms of Section 115WB of the Income Tax Act of India, 1961. As per the Finance Bill 2008, Chapter III, Clause 22, the allowance on the Meal Card can be spent for purchase of ready-to-eat food and beverage items only. Any misuse of the Card would not be binding on the Bank and the Bank would not be liable for the same.
3. The Card shall be valid only for VISA/Mastercard/RuPay enabled Card electronic point-of-sale swipe bank terminals at Merchant Establishments selling ready-to-eat items, food and beverages.
4. 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's Officer is established before handing over the Card.
5. The Meal Card is not transferable or assignable by the Cardholder under any circumstances.
6. Internet Banking access is provided along with the Meal Card for balance enquiry and statement queries only. All kinds of funds transfer facilities through Internet Banking are blocked.
7. 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 all times.
8. The Personal Identification Number (PIN) issued to the Cardholder for use with the Card or any numbers chosen by the Cardholder as a PIN, will be known only to the Cardholder and are for the personal use of the Cardholder, these 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 any staff of the Bank or at Merchant Establishments, under any circumstances or by means whether voluntarily or otherwise.  
  
In cases where duplicate Internet Banking PIN is sent to the Cardholder through e-mail, the Cardholder should change the PIN at the time of entering Internet Banking for the first time. The Cardholder should also delete the mail and not disclose the PIN to any third party. The Bank shall not be responsible, whatsoever, for the actions of a third person / party, in case the PIN is divulged to others by the Cardholder.
9. The Card will be debited immediately by the amount of any transaction effected by the use of the Card. The Cardholder will have to maintain sufficient funds in his Meal Card to meet any such transactions.
10. The Cardholder shall not be entitled to overdraw the balance on the Meal Card.

11. The Cardholder will be responsible for transactions effected by the use of the Card, and shall indemnify Axis Bank against any loss or damage caused by any penal action arising there from on account of any violation of RBI guidelines or any other law being in force in India at the time of notwithstanding the termination of this Agreement.
12. You are requested to note that the Meal Card is valid up to the last day of the month / year indicated. On expiry of the Card, you will need to apply for the renewal of the Card, through your employer.
13. Any value in the card which is not utilized or withdrawn within 10 years from the date of issuance will be transferred to the Depositor Education and Awareness Fund. The Bank will send 45 days advance communication to customer before any forfeiture of outstanding amount in the prepaid payment account by SMS at the mobile number and/or by email at email ID which is provided by the customer for use of the services.
14. The Cardholder shall be permitted to redeem the outstanding balance in the Prepaid Payment Account, if for any reason the scheme is being wound up or is directed by RBI to be discontinued.
15. The Cardholder shall not use the card for purchase of crypto currency
16. The Cardholder is not permitted to withdraw cash or transfer funds from the card

#### **CARD BALANCE AND EXPIRY**

1. The Card is valid for a period of 5 (five) years from the date of issue.
2. The Card is valid until the last day of the month as indicated in the expiry date on the Card.
3. Transfer of any outstanding amount on or after the date of expiry of the card, to a new similar payment instrument of the Bank purchased by the holder, may be permitted.
4. The maximum outstanding balance in your card cannot exceed Rs. 10,000 at any point in time.

#### **MERCHANT ESTABLISHMENT USAGE**

1. The Card is accepted at all electronic point-of-sale terminals, at Merchant Establishment in India, which displays the VISA/Mastercard/RuPay logo selling ready-to-eat food and beverages items.
2. The Card is for electronic use only and will be accepted only at Merchant Establishment that have an electronic point-of-sale swipe terminal. Any usage of the Card other than electronic use will be deemed unauthorised and the Cardholder will be solely responsible for such transactions.
3. You must sign the charge slip and retain your copy of it whenever the Card is used at Merchant Establishments. Any charge slip not personally signed by you, but which can be proven as being authorised by you, will be deemed to be your liability.
4. The Meal Card is accepted at any VISA/Mastercard/RuPay Merchant Establishment selling ready-to-eat items, food and beverages in India. Axis Bank will not accept any responsibility for any

dealings the Merchant may have with you, including but not limited to the supply of goods and services so availed or offered. If you have any complaint relating to any VISA/Mastercard/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.

5. Axis Bank accepts no responsibility for any charges levied by any Merchant Establishment over and above the value / cost of transactions and debited to your Card account along with the transaction amount.

6. A purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The refund will only be credited to your Card (less cancellation charges) as and when it is received from the Merchant. If the credit is not posted to your Card account within 30 days from the day of refund, you must notify Axis Bank, along with a copy of the credit note from the Merchant.

7. The Card should not be used at any other Merchant categories other than allowed Merchant categories. Please note that all such transactions other than at food and beverage Merchant Outlets are blocked.

8. The Card should only be used for purchase of ready to eat items, food and beverages only. Usage of the Card for purchase of any other items other than these shall be deemed illegal as the tax-free allowance on this Card is governed by the rules under the Section 115WB of the Income Tax Act.

#### **ATM USAGE**

The Card usage at all Axis Bank ATMs has been blocked.

#### **FEES**

1. Axis Bank reserves the right to levy fees with a one month prior notice to the Cardholder. Such fees if any and so levied will be debited from your Card on the Cardholder's approval / renewal at Axis Bank's prevailing rate. These fees are not refundable. Charges for other services will be levied similarly at prevailing rates.

2. You can not use the Card for making payment for any illegal purchase i.e. purchases of items / services not permitted by the RBI / IT department as per extant regulations.

3. Transaction fees for balance inquiry and/or wherever applicable, will be debited from the Card account at the time of posting the balance inquiry or wherever applicable.

4. The Charges / Fees applicable on the usage of the Meal Card may be revised / changed by Axis Bank from time to time without prior intimation to the Cardholder(s).

## **FEATURES OF THE MEAL CARD**

The Bank may from time to time, at its discretion, tie-up with various agencies to offer various features on your Meal Card. All these features would be on best efforts basis only, and the Bank does not guarantee or warrant the efficacy, efficiency, and usefulness of any of the product 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.

## **DISCLOSURE OF INFORMATION**

1. When requested by Axis Bank, you shall provide any information, records or certificates relating to any matters that Axis Bank deems necessary. You will also authorise 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 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 to any court of competent jurisdiction, quasi - judicial authorities, law enforcement agencies, any other wing of Central Government or State Government.
3. Axis Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Card as may be necessary or appropriate in connection to its participation in any Electronic Fund Transfer network.

## **LOST OR STOLEN CARD**

1. The loss or theft of the Meal Card should be reported to Axis Bank immediately. Although loss or theft may be reported by means of the 24-hour Emergency Contact Number, you must confirm the same in writing to Axis Bank as soon as possible. A copy of the acknowledged policy complaint must accompany the said written confirmation.
3. 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.
4. 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 fees.
5. Should you subsequently recover the Card, it cannot be used. Please destroy the Card by cutting it into several pieces through the magnetic strip.

## **STATEMENT AND RECORDS**

1. The Cardholder can get details of his transactions at any time by utilising the Internet Banking and Phone Banking facility.
2. Axis Bank records of transaction processed by the use of the Card shall be conclusive and binding for all purposes.

## **DISPUTES**

1. In case of purchase transactions, a charge slip with 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 or the service availed are 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 month of the receipt of notice of disagreement. If after such effort Axis Bank determines that the charge is correct, then 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 law 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 utilised in the resolution of a dispute.

## **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 Meal 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 charges.
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 a Cardholder, by using the Card, has drawn an amount in excess of the Card balance available or overdraft limit permitted by Axis Bank, the Cardholder will pay Axis Bank unconditionally the entire amount overdrawn with interest and penalties, if any, at a rate to be 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 goods and services offered by 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.

## **COMPLAINTS UNAUTHORIZED TRANSACTIONS AND CUSTOMER COMPLAINTS**

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 unauthorised transaction.

2. Limited Liability of a Customer- A Customer shall be liable for the loss occurring due to unauthorised 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 unauthorised transaction to the Bank. Any loss occurring after the reporting of the unauthorised transaction shall be borne by the Bank.

(b) In cases where the responsibility for the unauthorised 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 Rs 10,000/- whichever is lower.

3. 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 support, visit [www.axisbank.com/support](http://www.axisbank.com/support)

For escalation details, visit the Axis Bank website ([www.axisbank.com](http://www.axisbank.com)) and go through Bank's Grievance Redressal Policy. You can also get in touch with our customer care service number 022-67987777.

4. All records of your instructions and such other details (including but not limited to payments made or received) maintained by the Bank, in electronic or documentary form pursuant to the Terms and Conditions herein, shall as against You, be deemed to be conclusive evidence of such instructions and such other details.

5. In case of any dispute relating to the time of reporting and/or Transaction/s made on the account or any other matter in relation to the said account, the Bank shall reserve the right to ascertain the time and/or the authenticity of the disputed Transaction and your liability in case of unauthorized transactions in your card account due to third party fraud or where you have not contributed for the fraud will be driven as per the Bank's Board Approved Policy on "Customer protection- Limited liability of customers in unauthorized Electronic Banking transactions" Any changes in the regulations as amended from time to time will be applicable and binding at that point of time.

## **TERMINATION**

1. Axis Bank reserves the rights to cancel / withdraw the Meal 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 terminate his Meal Card facility, the Card issued would automatically stand cancelled. The Cardholder must immediately cease to use his Card and destroy and return the Meal Card. In case of any outstanding Card transaction that have not yet been debited to the Card account, the same will be netted off from the balance in the Card. However, no refund of balance amount to the Cardholder will be done.

3. In the event that Cardholder decides to terminate the use of the Meal Card, the Cardholder shall give Axis Bank not less than 7 days prior notice in writing and forthwith return the Card and any additional Cardholder Cards (if not required), cut in to several pieces through the magnetic strip, to Axis Bank. The Cardholder will be responsible for all the Meal Card facilities and related charges incurred on the Meal Card after the Cardholder claim to have destroyed the Card, notwithstanding the termination of the applicability of these Terms and Conditions. The Cardholder will be responsible for all charges incurred on the Meal 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 Meal 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 Meal Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events:

i. Failure to comply with the Terms and Conditions herein set forth.

ii. An event of default under an Agreement or commitment (contingent or otherwise) entered into with Axis Bank.



- iii. The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceeding of a similar nature.
  - iv. Demise of the Cardholder.
  - v. Termination of the Meal Card by the Cardholder or the Employer.
6. The Meal 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, or Terms and Conditions applicable to the Card.
7. Once the Bank receives any intimation from the employer about the resignation of the employee or termination of employment due to any other reasons, no further credits would be allowed to the Meal Card. The Cardholder would however be entitled to keep using the Card till the total balance is used or till the Card expires.

#### **COMPLIANCE WITH LAW**

Meal Card product offered by Axis Bank is subject to such terms and conditions, as may be stipulated by regulatory and / or statutory authorities, including Reserve Bank of India and provisions related to Meal Card may vary as per regulatory requirement and / or Axis Bank's internal policy. The Meal Card facility provided herein and these terms and conditions are subject to applicable law and regulations and would be modified or discontinued based on the prevailing law or regulation at any point of time and the Bank shall not be under any liability or obligation or continue implementation of the said Card facility till such time the terms are modified as per the prevailing or amended law at that point of time. In the event, that the Card facility cannot be continued without total compliance of the prevailing law at any point of time, this Agreement / terms and conditions shall be deemed to be terminated forthwith from the date when the amended law restricting or prohibiting the arrangement comes into force.

#### **GOVERNING LAW & JURISDICTION**

These Terms and Conditions and / or the Transaction shall be governed by Indian Law and all courts in Mumbai shall have the exclusive jurisdiction as regards any claims or matters arising out of the use of the Card.