



**SHIVALIK**  
Shivalik Small Finance Bank

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## **Terms and Conditions for Debit cards**

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These Terms and Conditions apply to and regulate the issuance and usage of debit cards offered by Shivalik Small Finance Bank to Account holder and/or any person as may be specified by the Account holder.

These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by Shivalik Small Finance Bank from time to time. All annexure to the Terms shall form an integral part of the Terms.

## 1. 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:

- "Account" refers to the savings and /or current account designated by Shivalik Small Finance Bank to be eligible account/s for operations through the use of the Card.
- "Account Statement" means the periodical statement of account sent by Shivalik Small Finance Bank to a Cardholder, from time to time, setting out the transactions carried out and balance in the account as on that date, and any other information as Shivalik Small Finance Bank may deem fit to include.
- "Account holder" refers to individuals, proprietorships, partnership concerns or company holding an account with Shivalik Small Finance Bank. Provided however in case of savings account, the expression "Accountholder" refers to only individuals holding such account with the Bank.
- "ATM" means any Automated Teller Machine, anywhere in India, whether of Shivalik Small Finance Bank or a specified Shared Network, at which, amongst other things, the Cardholder can use his/her Card to access his/her funds in his/her account, held with Shivalik Small Finance Bank.
- "Card" refers to the Shivalik Small Finance Bank debit card issued to the Accountholder in India and/or any other person specified by the Accountholder to the Bank.
- "Cardholder" refers to the account holder of Shivalik Small Finance 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.
- "The Bank", means Shivalik Small Finance Bank Limited a Banking Company within the meaning of the Banking Regulation Act, 1949 having its Registered Office at 501, Salcon Aurum, Jasola District Centre, New Delhi – 110025 and operating through its branches (which expression shall, unless it be repugnant to the subject or context thereof, include its successors, affiliates, associates, subsidiaries, representatives, and assigns.
- "Primary Account" shall mean such primary Account that is linked to the Card.



- “NPCI” or “National Payment Corporation of India” means an umbrella organization for operating retail payments and settlement systems in India, set up under the provisions of the Payment and Settlement Systems Act, 2007.
- “One-Time Password (OTP)” is an automatically generated numeric or alphanumeric string of characters that authenticates the user for a single transaction or session.
- “PIN”, means the Personal Identification Number (required to access ATMs/POS/Other Merchant Websites etc.) allocated to the Cardholder by the Bank, chosen/modified by Cardholder from time to time.
- “RBI” refers to the Reserve Bank of India.
- “Registration Information/Data” shall mean the information shared by the Cardholder during the registration transaction such as Image, Personalized Phrase, OTP and/or PIN.
- "Shivalik Small Finance Bank' Customer Care Centre" refers to the Phone Banking Service provided by the Bank, which shall be available to all Cardholders. All Cardholders availing of the Bank's Customer Care Centre shall be bound by the terms and conditions stipulated by the Shivalik Small Finance Bank in this regard. The call Centre can be at 0120-2555333 or [contact@shivalikbank.com](mailto:contact@shivalikbank.com).
- Interpretations:
  - (i) All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
  - (ii) Words importing any gender include the other gender.
  - (iii) 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.
  - (iv) 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.
  - (v) 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. Applicability of Terms

The Terms form the contract between the Cardholder and Shivalik Small Finance 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 by requesting POS activation of the Card or activation through ATM or by collected from the branch or after 10 days have elapsed since the Card was dispatched to his 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 through Bank Shivalik Small Finance Bank's internet banking and/or any other channels, shall at all times continue be bound by the terms and conditions stipulated by the Bank from time to time for such services / facilities.

### **3. Issue of Debit Cards**

- All the Terms and Conditions detailed herein shall apply for issuance and usage of Debit card offered by the Bank to the Cardholder and/or any person as may be specified by the Cardholder.
- The issue and use of the Debit card shall be subject to RBI regulations and the Bank's policies, in force and as may be amended from time to time.
- The Debit card and the related PIN will be issued in the name of the Cardholder, who will be responsible to keep the said Debit card under his/her/its custody. The Bank shall issue the Debit card and corresponding PIN to the Cardholder with due care and shall not disclose the Cardholder's PIN to any third party except the Cardholder.
- The Cardholder or in case of joint account, all the account holders jointly and severally, shall be responsible for all transactions effected by the use of the Debit card, whether or not the transaction were/are authorized by the Cardholder/accountholder(s).
- The account shall be debited with the amount of any withdrawal, transfer and/or any other transactions effected by use of the Debit card.
- The Cardholder shall maintain sufficient funds in the account to meet any transactions.
- The Cardholder shall not be entitled to overdraw the account with the Bank or withdraw funds by use of the Card in excess of the overdraft limit, if any, agreed with the Bank.

### **4. PIN Generation**

- At the time of Account opening, if the Cardholder has a physical debit card available, the Internet and Mobile banking services can be activated.
- Cardholder should register as new customer with the Customer ID and mobile number followed with debit card details to activate their Internet / Mobile banking.



- Cardholder will have the option to generate a Green Pin through channels like ATM/website/Internet banking to generate his own PIN.

## 5. Confidentiality and Security of Registration Information

- The Cardholder is liable entirely for maintaining confidentiality of the Registration Information/Data viz. Image, Phrase, PIN, and other verification information used in relation to Card. All activities that occur using the Registration information/Data will be the sole responsibility of the Cardholder.
- The Cardholder is responsible not to share information which enables access/usage of the Card by any third party. The Cardholder should immediately notify the Bank of any unauthorized use of Registration information/Data, the Card, or any other breach of security.
- The Cardholder agrees that the Bank will not be liable for any loss or damage arising from failure of Cardholder to comply with these covenants.
- The Bank is permitted to store the Registration information/Data in their databases and to disclose the same if required to do so by Applicable Law, in good faith believing that such preservation or disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with legal process or (ii) enforce these T&Cs.

## 6. Rules of Liability

- The Bank has no liability for the Cardholder's internet access or password obtaining device (such as computer or mobile phones etc.) or proper functioning of its hardware or software before, during or after in connection with the usage of the Card.
- The Bank does not take liability of failed transactions which are incomplete due to any reason.

## 7. Internet Frauds

The Internet per se is susceptible to a number of frauds, misuses, hacking and other actions. Whilst the Bank shall aim to provide security to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions which could affect the use of the Card.



## 8. Operational Issues

Every effort is made to keep the server of the Bank up and running smoothly. However, the Bank takes no responsibility for, and will not be liable for, the server being temporarily unavailable due to operational issues beyond the control of the Bank.

## 9. Cardholder obligations, Usage and Card Validity

- Customers should not accept the Welcome Kit which is found or handed over in open condition.
- The cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances permit any other person to use it and should safeguard the card from misuse by retaining the Debit card under his/her/its personal control at all times.
- The Registration Information/Data issued to the Cardholder for use with the Debit card or any numbers chosen by the Cardholder as Registration Information/Data , are for the use of the Cardholder only and are non-transferable and strictly confidential.
- A written record of the Registration Information/Data number should not be kept in any form, place or manner that may facilitate its use by any third party.
- The Registration Information/Data should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise.
- The Cardholder must change the PIN provided by the Bank after the first usage and choose another PIN as a safety measure for secured usage of the card and should regularly keep on changing the PIN to ensure safety.
- The Cardholder will be responsible for all facilities granted by the Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and the Bank.
- The Cardholder grants express authority to the Bank for carrying out transactions and instructions authenticated by the Registration Information/Data and shall not revoke the same. The 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 Registration Information/Data.



- The Cardholder shall notify the Bank immediately of any error or irregularity in maintaining the Account and/or Card by the Bank at Bank's Customer Care Centre or by way of written communication or by fax to his/her/its branch of the Bank or such other mode as may be acceptable to the Bank.
- The Cardholder shall at all times take all appropriate steps as mentioned in the Terms and Conditions to maintain the security of the Registration Information/Data.
- The Bank may, in its absolute discretion issue a new PIN on the existing card.
- Subject to the provisions stated herein and as specified by the Bank/RBI from time to time, the cardholder will not hold the Bank liable in case of any improper/fraudulent/unauthorized/duplicate/erroneous use of the card and/or the Registration Information/Data by the cardholder or use/ misuse by any third party.
- If any third parties gain access to the Card or if the Card expires, Cardholder shall destroy the Card by cutting it into several pieces.
- The Bank reserves the sole right of renewing the Debit card on expiry subject to satisfactory evaluation of the conduct of the account(s). The Debit card will be sent to the cardholder before the expiry of the Debit card.
- The Cardholder will also have the option to visit the respective Account on either of the platform to switch on/off complete Card or ATM or POS or Ecommerce usage.
- If required, Cardholder can set transaction limits or modify through the manage your card feature available in Internet and Mobile Banking . Cardholder will be intimated through a SMS on registered mobile number, every time there is change in Card settings.
- In cases of unauthorized electronic transaction SMS alerts shall be sent to customers and in email, wherever registered.

## **10. Lost or Stolen Card/s**

- If a card is lost or stolen, the Cardholder should file a report with the local police and send a copy of the same to the Bank.
- The Cardholder may intimate to the Bank about loss of card over telephone to SSFB's Customer Care Centre or by way of written communication or by fax to his/her/its branch of the Bank or such other mode as may be acceptable to the Bank.





- The Bank upon adequate verification will temporarily suspend the card and will subsequently hot list/cancel the card during working hours on a working day of the Bank following the receipt of such intimation. Meanwhile, customer/s can also block/ hotlist his/her card via. using internet/mobile banking.
- The Cardholder is solely responsible for the security of the card and shall take all steps towards ensuring the safekeeping thereof.
- The Cardholder will be liable for all charges incurred on the Card until the Card is hot listed/cancelled. Further, in the event the Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card shall 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 into pieces to prevent its misuse by any third parties.

## 11. Reporting of unauthorized transactions by customers to Bank

11.1 The Cardholder must notify the Bank of any unauthorized transaction at the earliest through SSFB's Customer Care Centre or otherwise after the occurrence of such transaction. Cardholder understands that the longer the time taken to notify the Bank, the higher will be the risk of loss to the Bank/ Cardholder.

11.2 Limited Liability of a Cardholder (Subject to modification as per guidelines issued by RBI and/or change on policy by Bank):

### **(a) Zero Liability of a Cardholder:**

A Cardholder's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following events:

- (i) Contributory fraud/ negligence/ deficiency on the part of the bank (irrespective of whether the transaction is reported or not by the Cardholder).
- (ii) Third party breach where the deficiency lies neither with the Bank nor with the Cardholder but lies elsewhere in the system, and the Cardholder notifies the Bank within three working days of receiving the communication from the Bank regarding the unauthorized transaction.

### **(b) Limited Liability of a Cardholder:**

A Cardholder shall be liable for the loss occurring due to unauthorized transactions in the following cases:



- (i) In cases where the loss is due to negligence by a Cardholder , 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.
- (ii) In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the Bank nor with the Cardholder, 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 Cardholder in notifying the Bank of such a transaction, the per transaction liability of the Cardholder shall be limited to the transaction value or the amount mentioned in Table - 1, whichever is lower.

**Table – 1**

Maximum Liability of a Customer:

Type of Account	Maximum Liability (in Rs.)
BSBDA Accounts	5,000
<ul style="list-style-type: none"><li>All SB Accounts</li><li>Pre-paid Payment Instruments and Gift Cards</li><li>Current/Cash Credit/ Overdraft Accounts of MSMEs</li><li>Current Accounts/Cash Credit/ Overdraft Accounts of Individuals with annual average balance (for 365 days preceding the incidence of fraud)/limit up to Rs. 25 Lakh</li></ul>	10,000
All other Current/Cash Credit/Overdraft Accounts	25,000

11.3 Further, if the delay in reporting is beyond seven working days, the Cardholder’s liability shall be determined as per the Bank’s Grievance Redressal policy.

11.4 Overall liability of the Cardholder in third party breaches, as detailed above where the deficiency lies neither with the Bank nor with the Cardholder but lies elsewhere in the system, is summarized in the Table 2 below.

**Table – 2**

Summary of Customer’s Liability



<b>Time taken to report the fraudulent transaction from the date of receiving the communication</b>	<b>Customer's liability (₹)</b>
Within 3 working days	Zero liability
Within 4 to 7 working days	The transaction value or the amount mentioned in Table 1, whichever is lower
Beyond 7 working days	As per Bank's policy

11.5 The number of working days mentioned in Table 2 shall be counted as per the working schedule of the home branch of the Cardholder excluding the date of receiving the communication.

## 12. Surrender/Replacement of Card

1. The Card issued to the Cardholder shall remain the property of the Bank and will be surrendered to the Bank, on request.
2. The Cardholder shall return the card to the Bank for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by the Bank for any reason whatsoever.

## 13. Termination

13.1 The Cardholder may discontinue/ terminate the card anytime by a written notice to the Bank accompanied by the return of the card cut into two pieces diagonally.

13.2 The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by the Bank.

13.3 The Bank may at any time, with or without notice, as to the circumstances including the following, in its absolute discretion terminate the card:

13.3.1 Failure to comply with Terms and Conditions herein set forth.

13.3.2 An event of default under any agreement or commitment (contingent or otherwise) entered with the Bank.

13.3.3 The account holder(s) becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.

13.3.4 Demise of the Cardholder.

13.3.5 Closure of the Account or failure to maintain the minimum average balance in the Account.

13.3.6 Receipt of an attachment order from a competent code or revenue authority or RBI due to violation of FEMA or for other valid reasons, or when the whereabouts of the Cardholder are unknown to the Bank due to any cause attributable to the Cardholder.



## 14. Statements & Records

- 14.1 The Cardholder can get a verbal or written history of his/her/its transactions by calling the Bank's Customer Care Centre.
- 14.2 The Cardholder can also check the transaction records from the account Statement available online at the Bank's website and last 5 transactions on the Bank ATM and can get it by an SMS using the missed call facility for statements.
- 14.3 The Cardholder will inform the Bank in writing within 10 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 the Bank does not receive any information to the contrary within 10 days, the Bank may assume that the account statement and the transactions are correct.
- 14.4 To ensure the Cardholder's interests, the 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.
- 14.5 All records maintained by the 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 Conditions, 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.

## 15. Exclusion from liability and indemnity

- 15.1 The 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 if the breakdown of the system was recognizable for the Cardholder by a message on the display of the device or otherwise known.
- 15.2 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 laws and regulations governing the terms.
- 15.3 The Cardholder subject to RBI regulations, will 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 (of fixed amount or a percentage of the transaction agreed upon in advance between the Cardholder and the Bank), except where the Cardholder acted fraudulently, knowingly or with extreme negligence.
- 15.4 In consideration of the Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep the Bank and/or its employees indemnified from and against all actions,



claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the 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 the Bank's acting in good faith and taking or refusing to take 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 non-compliance of the Terms and Conditions pertaining to the Account(s) and/or fraud or dishonesty relating to any transaction by the cardholder or his/her/its employee or agents.

15.5 The Cardholder shall indemnify and hold harmless the Bank from any and all consequences arising from the Cardholder including any penal action arising out of non-compliance of the Exchange Control Regulations of the RBI, breach of Foreign Exchange Management Act (FEMA) and the rules and regulations made there under and/or any other Act/Authority.

15.6 The cardholder shall also indemnify the Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the card/PIN.

15.7 Without prejudice to the foregoing, Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

15.7.1 Any defect in quality of goods or services supplied. The refusal of any person to honour to accept a card. The malfunction of any computer terminal/ system not within the Bank's control.

15.7.2 Effecting transaction instructions other than by a cardholder.

15.7.3 Handing over of the Card by the Cardholder to anybody other than the designated employees of Bank at the Bank's premises.

15.7.4 The exercise by the Bank of its right to demand and procure the surrender of the card prior to expiry date exposed on its face, whether such demand and surrender is made and/or procured by Bank.

15.7.5 The exercise by the Bank of its right to terminate the Card.

15.7.6 Any 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 honour or accept the card.

15.7.7 Any misstatement, misrepresentation, error, or omission in any details disclosed by the Bank.

15.7.8 Any statement made by any person requesting the return of the card or any act performed by any person in conjunction.

15.8 Except as otherwise required by law, if Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which the Bank in good faith believes calls into question the cardholder's ability, or the ability of someone purporting to be authorised by the cardholder, to transact on the card, the 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/her/its funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.

15.9 The Bank reserves the right to deduct from the cardholder's account applicable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the cardholder's card.



15.10 In the event a demand or claim for settlement of outstanding dues from the cardholder is made, either by the Bank or any person acting on behalf of the 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.

15.11 The liability of the 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 the Bank's policies and applicable law/s.

## 16. Addition/Withdrawal of facilities

16.1 The 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 subject to applicable laws and regulations framed by RBI or other regulator(s).

16.2 All fees and charges related to transactions done by the Cardholder at these devices, as determined by the Bank from time to time will be recovered by a debit to the Account linked with the Card.

16.3 The Cardholder understands and agrees that the shared networks may provide different functionalities and service offerings and different charges for different services.

16.4 The 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.

## 17. Fees and Charges

17.1 The annual fees for the Card will be debited to the primary Account linked with the Card on application/renewal at the Bank's prevailing rate. The annual fee is not refundable. The Cardholder shall maintain at all times such minimum balance in the Account, as the Bank may stipulate from time to time.

17.2 The 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 in accordance with the RBI guidelines and this manual. 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 the Bank (either directly or indirectly), the 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.



- 17.3 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 event of insufficient funds in the account to deduct such fees, the Bank reserves the right to deny any further transactions.
- 17.4 In case of Accounts classified as overdrawn accounts, the cardholder shall regularize the account balance position immediately. It is expressly clarified that whenever the Account gets overdrawn, a flat charge shall 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 shall be announced from time to time.
- 17.5 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 individually or jointly. Nothing in the Terms and Conditions 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.
- 17.6 The Bank may, levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation the Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time.
- 17.7 The Cardholder authorizes the Bank to recover all charges related to the Card as determined by the Bank and notified to the Cardholder from time to time by debiting the account linked with the Card.
- 17.8 Details of the applicable fees and charges as stipulated by the Bank will be displayed on the website and/or at the branches.

## 18. Disputes

- 18.1 Bank accepts no responsibility for refusal by any Merchant Establishment to accept and/or honour 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 as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder, and the 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.
- 18.2 In case the Cardholder has any dispute in respect of any charge indicated in the account Statement, the Cardholder shall advise details to the Bank within 30 days of the account Statement date failing which it will be construed that all charges are acceptable and in order.
- 18.3 The Bank may at its sole discretion accept any disputes on charges older than 30 days. The Bank shall make bona-fide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the account statement within 30 days of receipt of the notice of disagreement. If after such effort the 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.

18.4 Any dispute in respect of a shared network ATM transaction will be resolved as per regulatory authorities' guidelines. The Bank does not accept responsibility for any dealings the Cardholder may have with shared networks.

18.5 In the event the Cardholder has any complaints concerning any shared network ATM, the Cardholder should resolve the matter with such shared network, and failure to do so will not relieve such cardholder from any obligations to the Bank. However, the Cardholder should notify the Bank of the complaint immediately.

## 19. Quality of Goods and Services

19.1 The 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.

19.2 It must be distinctly understood that the Debit card is purely a facility to the cardholder to purchase goods and/or avail of services, Bank holds 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.

19.3 The existence of the claim or dispute shall not relieve the Cardholder of his/her/its obligation to pay all the charges due to the Bank on the Card.

## 20. Governing Law and Jurisdiction

The Bank and Cardholder agree that any legal action or proceedings arising out of terms shall be subject to exclusive jurisdiction of the courts and/or tribunals at Noida, India. These Terms and Conditions shall be governed by and construed in accordance with the Laws of India.

## 21. Notification of Changes

21.1 The 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.

21.2 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.

21.3 The Bank will communicate the amended terms by hosting the same on the Bank's website or in any other manner as decided by the Bank from time to time. The Cardholder shall be responsible for





regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the Bank's website.

21.4 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 30 days from the date of communication/uploading of the amended terms on the Bank's website. However, he/she shall be deemed to have accepted the amended terms by continuing to use the Card post expiry of the specified period from the date of notification of such amended terms.

21.5 Any change in the Terms and Conditions shall be communicated to the Cardholder, in the manner as aforesaid, 30 days prior to the date of their implementation.

## 22. Other Terms and Conditions

- Copy of Terms and Conditions, Service Charges and Fees brochure and the Code of Bank's commitment for Individual customers can be obtained from the branch/website.
- GST as applicable will be levied on all fees. I agree that the Bank may debit my account for service charges as applicable from time to time.
- Cardholder agrees and acknowledges keeping a watch on his account and informing the Bank about any suspicious transaction, fraud, etc., if any committed from his Card and/or Account(s).
- The Bank can at its sole discretion discontinue any service partially/completely or change fees by providing 30 days' notice. All revision in fees will be displayed on the Notice Board of the branches of the Bank and also on our website [www.shivalikbank.com](http://www.shivalikbank.com).
- Bank shall have the right to modify the rules and regulations from time to time at its sole discretion which shall be available on the Bank's website from time to time.
- Cardholder hereby declares that the personal details furnished are true and accurate to the best of my knowledge. I shall indemnify Bank for any loss that may be caused on account of providing incorrect or incomplete information by me.
- The rules and regulations related to the Card have been explained to me and I agree to abide by the same.
- Cardholder hereby agrees to Bank and/or its agents contacting the Cardholder for various other product updates, marketing promotions, special offers or any such information from time to time. I hereby give my consent to receive such information through SMS on the self-mobile number, email & phone calls. I authorize Shivalik Small Finance Bank to send SMS to the self-mobile number mentioned in the personal details regard.