

Card Term & Conditions - Tata Neu IndusInd Bank Forex Card

Terms and Conditions

Definitions:

1. "The Bank", "IndusInd" "our", "us" or we define IndusInd Bank Limited, which is the issuer of Tata Neu IndusInd Bank Forex Card & includes IndusInd Bank by whatever other name called, & the successors & assigns of IndusInd Bank
2. "Card" or "Tata Neu IndusInd Bank Forex Card" means a prepaid Forex Card which is loaded with a pre-defined currencies as requested by the Cardholder for such permissible amounts issued by the Bank to a Cardholder in terms hereof.
3. "Cardholder", you, your means in relation to a Card, the customer of the Bank who has been issued and authorized to use the Tata Neu IndusInd Bank Forex Card.
4. "ATM" means an automatic teller machine/terminal displaying Visa logo for effecting cash withdrawals at which inter alia, the card may be used for the purpose of withdrawing Travel Funds.
5. "PIN" means the Personal Identification Number as provided to the cardholder by IndusInd Bank, for use with and in relation to the card in terms hereof.
6. "Merchant Establishment" shall mean establishments wherever located which accept/honor the Card and shall include amongst others: stores, shops, restaurants, e-commerce websites etc.
7. "POS/EDC Terminal" shall mean point of sale electronic terminals at merchant establishments whether in India or overseas, capable of processing transactions and at which, amongst other things, the cardholder can use his card to access his travel funds to make purchases.
8. "Shared Network" shall mean, ATMs not owned by IndusInd Bank but which accept cards issue by IndusInd Bank.
9. "Transaction" means an instruction or an inquiry or communication as appearing in the Bank's records, given or made by a Cardholder using a Card directly or indirectly to the Bank to effect a transaction, whether via ATM EDC, POS or any other device of the Bank or of the Bank's shared network.
10. "Travel Funds" shall mean the amount of currency purchased and loaded onto the Card by the Cardholder from IndusInd Bank or any authorized money changer / exchange company appointed by IndusInd Bank in respect of which the card has been issued and any additional currency that may subsequently be purchased by the cardholder (not including any sales commission or fees paid to such persons, as are authorized by IndusInd Bank to do so, from whom the card was purchased), less any amounts previously spent and any applicable fees charges, conversion fees, and other expenses incurred in connection with the use or possession of the card.

Eligibility and issuance of the Card

1. Any Indian National/Non Resident Indians /corporate may apply for the issuance of the card through any IndusInd Bank Branch or Online Portal or select authorised dealers/ money changers/exchange companies as appointed by IndusInd Bank in India.
2. The issuance of the card is subject to compliance by the applicant of the provisions of applicable laws (including the Foreign Exchange Management Act. 1999, rules, regulations and directions as issued by the Reserve Bank of India or other appropriate authority under any law in force from time to time).
3. Card applicant will be required to complete & submit duly signed application form as required by the Bank from time to time and further, to submit all such documents as may be necessary or required.

4. The validity period of the Card shall be 60 months from the date of issue on the card subject to all the conditions being satisfied and all the necessary documents being received, the card shall be activated immediately (in the case of cash deposit / account transfer). Activation of the card, in the case of Cheque deposit is subject to the clearance of the funds.
5. Upon issuance of the card, the cardholder shall immediately need to sign on the reverse of the card.
6. The card, as may be issued by IndusInd Bank to an applicant, is the property of IndusInd Bank and is not transferable and will be honored at merchant establishments only when the card bears the signature of the cardholder on the reverse and upon presentment to a merchant by the cardholder
7. Upon issuance of the card, IndusInd Bank shall endeavor to send an SMS ("SMS for the purpose of this clause shall mean and include customized messages sent to the cardholder over his mobile phone number as short messaging service) to the cardholder on the mobile phone number indicated by the cardholder in the application form confirming the amount of travel funds loaded onto the card. IndusInd Bank may withdraw such facility any time it may deem fit. SMS alert service is offered by the Bank on a 'Best Effort' basis and the Bank does not guarantee delivery of SMS. This intimation shall also be sent through email channel. A mail will be sent to the email id registered with the Bank at the time of card application.
8. The Card, and any Currency Wallet thereof shall be loaded and/or reloaded with the foreign currency as required by the customer at the time of card application or given later thereafter.
9. The Bank may offer option to apply for a paired card kit at its discretion, which comprises of two cards, one which is an active card and the other as a back-up card. The purpose of the back-up card is to be readily available in case the primary card is lost/stolen/damaged. It is the customer's responsibility to inform deactivation of the primary card and activation of the back-up card in the event of the primary card being lost/stolen/damaged. It is the customer's responsibility to understand which the primary & back-up card respectively is and usage of the relevant card accordingly.
10. The Bank shall have the right to accept or reject any application at its discretion without assigning any reason.

Use of the Card (Except in India, Nepal & Bhutan)

I. General

- 1) The card may be used to access travel funds at any ATM of other banks which are members of Visa network (except in India, Nepal and Bhutan) and any Visa establishment (except in India, Nepal and Bhutan)
- 2) To withdraw the travel funds, the cardholder will need to insert the card into the ATM, enter the PIN, and the amount of desired travel funds, subject to balance availability. The card should be retrieved upon such usage. This process may vary between different ATMs belonging to different banks/networks/locations
- 3) The cardholder may also use the card to pay for charges incurred at merchant establishments, subject to the condition that IndusInd Bank and the merchant establishments reserve the right at any time to refuse card usage at the merchant establishment for any reason whatsoever.
- 4) Amount of each purchase or withdrawal made from the card will be debited immediately from the card.
- 5) In event of insufficient travel funds to honor the requested transaction; the transaction will not be honored.
- 6) The cardholder may surrender the card at any point in time and obtain refund of the balance of the travel funds, by filling up the refund form, as prescribed by IndusInd Bank, along with copy of the cardholder's passport, the card and such other documents as required by IndusInd Bank. The refund shall be made in Indian rupees only.

- 7) Use of the card at any unauthorized location or for any purpose other than as stated under these Terms & Conditions is strictly prohibited and may result in cancellation of the card by IndusInd Bank.
- 8) Currently, the card cannot be used for making payments towards foreign currency transactions in India, Nepal and Bhutan.
- 9) IndusInd Bank will not be liable for any loss, direct or indirect, that may be suffered by the cardholder as a result of any unauthorized use (before reporting of the same either through Phone banking or by submitting the same in writing) or cancellation of the card.
- 10) Any card issued to individual cardholders and corporate travelers will be subject to a maximum spending limit as specified by IndusInd Bank from time to time, subject to Reserve Bank of India guidelines and the applicable laws, rules and regulations in force from time to time.
- 11) The Bank reserves the right to limit the minimum/maximum amount and number of transactions which may be transacted each day by the use of your Card and any such limits would also be subject to the availability of balance in your account. Similarly, daily minimum/maximum transaction limits apply to all ATMs and may vary between different ATMs belonging to different banks/networks/locations.
- 12) For purchase transactions at certain merchant category (example-Restaurants additional 10% of the transaction value towards incidentals such as, Hotels, etc.), Bank shall reserve Surcharge/tips. The reserved value will be released based on the actual settlement value.
- 13) To enable the Cardholder to use the Card, PIN will be issued to the cardholder by IndusInd Bank, which will be provided/enclosed with the card or the modes to create a new PIN may be provided. In case of re-dispatch request of PIN, unless otherwise determined by IndusInd Bank as to the mode of delivery of the PIN, the PIN shall be mailed physically or electronically to the cardholder on address or email as has been specified in the application form for the card. If in case PIN is sent physically and if the envelope is not in a sealed condition or the cardholder finds it tampered with, the cardholder should not use the PIN, and should immediately Inform IndusInd Bank branch or Phone banking. Upon receipt of intimation of compromised PIN from the cardholder, IndusInd Bank shall block the PIN and regenerate a new PIN and mail the same to the cardholder.
- 14) The card can be used across the world (except India, Nepal and Bhutan) and is not restricted to the country of which the currency is loaded. The card can be used for withdrawing the local currency of another country or for purchase transaction in any merchant outlet. Exchange rates/conversion rates are applicable with accordance with rates applied by Visa. There is a currency mark-up involved which is done by Visa on the banks behalf for currency conversion.

II. On the internet

For Online Access-Enquiry & Requests

Customer can access card account online, using the internet bases services offered by the bank. The online card account access service can be used to access card account online for

1. Check on Card Status
2. Balance Enquiry
3. Transaction History
4. Request-Card Block/Unblock
5. Statement etc.
6. Issue Virtual Card
7. Change Transaction Limits

The Bank has no obligation to verify the authenticity of any payment made from the Card Holder's Password other than by means of verification of the Card Holder's Password.

You acknowledge and accept that in the very nature of the Services and/or facilities to be provided, there can be number of factors affecting the provision of the Services and or facilities by IndusInd Bank and the obligation of IndusInd Bank to provide the Services and or facilities shall be on best efforts basis. IndusInd Bank shall not be liable to you for any loss, expense or damage of any kind in connection with the performance of its obligations under this Agreement or arising from disruption, interruption, suspension or malfunction of the Service for whatsoever reason

You expressly understand and agree that the Bank and/or any third service provider and/or its respective suppliers shall not be liable for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- the use or performance of the service and/or facilities or the inability to use or non performance of the services and or facilities;
- the provision of or failure to provide services and or facilities
- the cost of procurement of substitute goods and services and for resulting from any goods, data, information or services and/or facilities purchased or obtained or messages received or transactions entered into through or from the services and/or facilities.
- unauthorized access to or alteration of your transmissions or data
- statements or conduct of any third party on the services and/or facilities;, or
- any other matter relating to the services and /or facilities; whether based on contract, tort, negligence, strict liability or otherwise, even if the Bank and/or any third service provider and/or its respective suppliers has been advised of the possibility of damages.

To the extent possible, the disclaimers, limitations on liability and indemnities available to the Bank and/or any third service provider and/or its respective suppliers under its terms shall extend, mutatis mutandis, to the affiliates and partners of the Bank and/or any third service provider and/ or its respective suppliers and their respective directors, officers, employees, agents, successors, assigns, involved in providing, delivering or managing the Service and/ or facilities (or any part thereof). However this clause shall not protect the aforesaid affiliates/ partners or extend to their obligations and liability to the Bank and/or any third service provider and/ or its respective suppliers or the Bank and or any third service provider and/ or its respective suppliers' claims against them.

If you are dissatisfied with any portion of the service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the service and its related web sites.

You acknowledge that the software underlying the Services and/or facilities as well as other Internet related software, which are required for accessing services and/or facilities are the legal property of the Bank and/or of the respective vendors who have developed and provided the software to the Bank for providing these services and/or facilities to you. The permission given by the Bank to access services and/or facilities will not convey or confer any proprietary or ownership rights in the above software. You shall in no way try to alter

tamper or experiment with the said programme. Any breach on your part will be dealt under the appropriate law and you shall be liable for damages that may be incurred by the Bank

You acknowledge and agree that the Services and/or facilities and any necessary software used in connection with the Services and facilities ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services and/or facilities or the Software, in whole or in part. Any unauthorized commercial use of the Services and for facilities or the resale of its Services and for facilities or the copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited and may result in severe civil and criminal penalties.

You further acknowledge that you will not (nor will you allow any third party to) copy, modify, de-compile, and translate, create a derivative work of, reverse engineer, reverse assemble the Software or otherwise attempt to discover any source code, including (without limitation) or create any derivative product based on the software for the purpose of obtaining unauthorized access to the Services and/or facilities. You agree not to access the Services and/or facilities by any means other than through the interface that is provided by the Bank and/or any other concerned third party service provider and for its respective suppliers for use in accessing the Services and/or facilities

You accept and unconditionally agree to the following:-

Upon approval of the card holder's application, you are requested to create a Login id and password to access the card account online. You are at liberty to change the password as many times as possible at your risk and consequences. You will be solely responsible for maintaining secrecy of the password, so changed, and the Bank in no way shall be responsible for the misuse of the said password's by any person other than you and or any other authorized User. The bank does not assume any responsibility in this behalf including against loss incurred by you as a result of misuse unauthorized use of Login ID or password/s.

For e-commerce Transactions

1. Tata Neu IndusInd Bank Forex Card is enabled to carry out e-commerce transactions i.e. transactions/Purchases on the internet.
2. Tata Neu IndusInd Bank Forex Card is not enabled to carry out MOTO (Mail Order/ Telephone Order) transactions.
3. The Card Welcome Kit, may also contain the ATM PIN, that can be mandatory for some ATM and PIN enabled POS transactions.
4. For online card account access, customer will be able to set the password on the online access portal with help of the details on the card and personal information. The user id created thus and password set can thereafter be used to access online the card account details.
5. Certain online merchants mandate e-commerce transaction to be authenticated using the "Verified by Visa" (VbV) service and credentials. To perform such transactions on Tata Neu IndusInd Bank Forex Card the customer shall be required to register for the "VbV" service and use the Internet password generated for online customer portal access as the Verified by Visa e-commerce. In the interest of your card security, kindly activate your Tata Neu IndusInd Bank Forex Card for Verified by Visa before usage. Your Tata Neu IndusInd Bank Forex Card may or may not be accepted on websites which do not support VbV by Visa. The Cardholder is aware that in case of online payment using the Card over the internet, the customer

will not sign the charge-slips at the time of making the online payment. Accordingly, customer accepts that, in the event of any dispute regarding the authenticity or validity of such a payment after being authenticated, for any reason whatsoever, in the event of the customer's account already been debited, the customer shall not hold Bank liable for the amount paid. The Bank shall not be liable, in any manner whatsoever, for the same.

The customer shall be solely responsible for the payments made through the Internet even in the event of the customer claiming non-possession of the Card with him/her. The customer shall further be solely responsible for any purposes and cannot claim the validity of the same.

The customer agrees and acknowledges that the Bank shall in no way be held responsible or liable if the customer incurs any loss as a result of processing the instruction of the customer pursuant to the verification through the Password and the customer shall fully indemnify and hold harmless the Bank in this regard.

Any payments effected through the internet using the customer's Password shall be deemed to be an instruction received from the customer itself. The use of the Card by the customer for making payments in terms of the VbV Service is at the Card Holder's own risk and is the Card Holder's sole responsibility.

The Card Holder shall indemnify and hold the Bank, including its officers, employees and agents, indemnified against all losses, costs, penalties, and expenses which the Bank may incur, sustain, suffer or is likely to suffer in connection with the execution of the Card Holder's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing the VbV Service.

III. Limits on Card Usage

1. IndusInd Bank reserves the right to limit or reduce the amount of travel funds that may be used for effecting any transaction through the use of the card per day or over a specified period, which may change from time to time. For latest limits refer bank's website.
2. ATMs or merchant establishments may also limit or restrict the number of transactions that may be effected through use of the card. These limitations will vary for every ATM and/or merchant establishment/Country of usage.
3. IndusInd Bank shall not be responsible for either ascertaining or notifying the cardholder as to such limits restrictions and shall not be liable for any loss suffered by the cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs and or merchant establishments.
4. Customer is required to adhere by all guidelines and restrictions laid down by regulatory authorities such as FEMA & RBI. Adherence to such guidelines is the responsibility of the customer. While the Bank shall take adequate measures to ensure adherence the onus though solely lies with the customer
5. The Card is not to be used at hotels during check-in and also at locations where paying arrangements is done before completion of the purchase transaction or service.
6. Non individuals can apply for or obtain multiple cards of same currency. In the event the cardholder has obtained the cards at previous occasions, at any given point in time, the last of such card as issued to the cardholder shall be valid and active, unless cancelled or terminated by IndusInd Bank.

IV. Reloading the Card

1. Upon exhaustion of the travel funds loaded on the card, the cardholder can reload Travel Funds onto the card from the designated IndusInd Bank branch or the appointed money changers/exchange companies or any online channel designated by IndusInd Bank, subject to the compliance of all applicable laws, rules and regulations in force from time to time.
2. In event the cardholder wishes to reload the card. IndusInd Bank reserves the right to.
 - a. Limit the amount of Travel Funds that can be reloaded onto the card;
 - b. Limit the number of times the funds can be reloaded onto the travel funds;
 - c. Decline a reload transaction, at its sole discretion
3. For the purpose of reloading the card, cardholder shall be required to complete the prescribed form and provide certain information pertaining to the cardholder/the card as may be required by IndusInd Bank
4. The travel funds can be reloaded in any of the available currencies. Amount of reload shall be in strict accordance to the limits specified by the applicable laws, rules and regulations in force from time to time.
5. In the absence of the cardholder, a relative can reload the legally permissible amount on the card through valid documents required under FEMA provision.

Benefits

1. The card enables the cardholder to obtain funds in cash by withdrawal from ATMs, balance confirmation on or make payments at merchant establishments through POS terminals. Cash withdrawal at an ATM outside India with the card, shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawal is made. The equivalent in the currency in which the card member's account is held, subject to any additional processing charges, conversion charges or any other fees, if any charged as per country of use, Network Partner or Visa.
2. International regulations in connection with such transactions, shall need to be followed by the customer.
3. The conversion rates would vary from day to day or can vary multiple times within a day itself. IndusInd Bank reserves the right to change the rates at its own discretion without prior notification to the customer.
4. In the case of usage of the card in a non-designated country i.e. US dollar card in the Middle East, the customer will be able to avail the best rates as offered by the service provider i.e. Visa.
5. No interest, compensation or any benefit/bonus is payable by IndusInd Bank or any other person to the cardholder in connection with the travel funds, and the travel funds do not constitute a deposit by the cardholder with IndusInd Bank(or with any other person) nor do they entitle the cardholder to any Overdraft/Credit facility. Notwithstanding anything contained herein, IndusInd Bank may, at any time, without giving notice or reason, suspend or terminate all or any of services or their use by the cardholder.
6. All provisions of these Terms & Conditions which in order to give effect to their meaning will survive the suspension or termination of the services and/or the use of the services by the cardholder, and shall remain in full force and effect after suspension /termination of the card. Notwithstanding such suspension or termination. The cardholder shall continue to be bound by these Terms & Conditions to the extent they relate to any obligations or liabilities of the cardholder that remain to be performed or discharged.

Refund Provision:

The Cardholder, if required, can redeem the unutilized balance outstanding on the card on return to India, subject to retention of:

- a) The amounts that are authorized and remain unclaimed not settled by the acquirers as of the date of redemption till the completion of the respective settlement cycle:

- b) A small balance (not exceeding equivalent of US Dollars \$100) as specified by the Bank and which can change from time to time, for meeting any pipeline transactions till the completion of the respective settlement cycle; and
- c) Transaction fees/service tax payable in India in Rupees.

For the amounts that are authorized but unclaimed or not settled by the acquirer, the Bank shall hold such amounts until such transactions are processed settled by the acquirers within the prescribed settlement timeframe. For purchase transactions at certain merchant category (example-Restaurants, Hotels, etc.). Bank shall reserve additional 10% of the transaction value towards incidentals such as surcharge/ tips. The reserved value will be released based on the actual settlement value.

Foreign Exchange Retention:

One can retain the card only if the balance in the card is less than \$2000, Else the amount needs to be claimed as refund by the customer within 90 days from the date of arrival into the country. In case the refund is not made on time, the card will be suspended and the card holder may face legal action as per laws of the country.

Note - For purchase transactions at certain merchant category (example Restaurants, Hotels, etc.), Bank shall reserve additional 10% of the transaction value towards incidentals such as surcharge/tips. The reserved value will be released based on the actual settlement value.

Security of the card and PIN

1. General

1. Tata Neu IndusInd Bank Forex Card has an embedded chip + PIN technology which offers greater security and increased protection against counterfeiting and skimming card frauds. The cardholder should maintain the confidentiality, safety and security of PIN, and note that the failure to observe confidentiality, safety or security of the PIN can result in the cardholder incurring liability on the card of use of the PIN. The cardholder shall ensure that the PIN is not revealed to anyone and takes all necessary precautions to prevent any other person getting access to the PIN. It is recommended that the cardholder memorizes his PIN and does not maintain any written record of the same, lest it becomes accessible to any third person.
2. The cardholder agrees that the security of the Card and PIN is very important. Post issuance of the card by the Bank, the safe keep of the card and confidentiality of the PIN is the sole responsibility of the customer, else, the cardholder may have to bear any losses (including loss of all or part of the travel funds) as a result of unauthorized use of the card. IndusInd Bank recommends that the cardholder observe/adopt the following precaution in addition to such other measures as the cardholder may deem appropriate to protect the PIN:
 - a. The cardholder should not disclose the PIN to anyone.
 - b. The cardholder should use due care in preventing anyone seeing the PIN when it is being entered in ATM
 - c. The cardholder should memorize the PIN and then destroy any record of it, and not maintain the same in writing anywhere to prevent its access by any third person/party
 - d. The cardholder should not write or otherwise indicate the PIN on the card
 - e. The cardholder should not keep a record of the PIN in any easily recognizable form on any item normally carried with or stored with the card that could lead to loss or theft of the same along with the Card.
 - f. The cardholder should not carry the PIN with the card or record it elsewhere even if the same has been disguised

3. The above recommendations are not intended to be exhaustive. It is imperative for the cardholder to inform the Bank of loss/misuse of the card.

2. Lost or Stolen Card/PIN

1. In the event of the Card being misplaced, lost or stolen, you must immediately inform the Bank of the same in writing, or report to Phone banking.
2. Any transaction that maybe incurred on the Card shall be the sole and absolute liability of the card holder unless the Bank has received a written (or otherwise) notice of the theft, loss or misplacement together with instructions to cancel the card. Once the card is reported misplaced, lost, stolen, it cannot be used, even if found subsequently. For the period commencing from the time the card and/or PIN was misused, after misplacement, loss or theft until the Bank has been notified by the cardholder in writing or otherwise through Phone Banking, as described above, the cardholder will be liable for the actual amount lost on transactions carried out by the use of the Card and/or PIN
3. The Bank may upon receipt of an application thereof, in its absolute discretion, can issue a replacement Card with a new PIN for any lost, misplaced or stolen Card or a new PIN on the existing Card or re-issue a fresh card with a new PIN on these terms and conditions or such other terms and conditions as we may deem fit.

Compliance

1. Utilization and/or possession of the card by the cardholder are/is required to be in accordance with the applicable laws (including the Exchange Control/ Foreign Exchange Management Act of India, 1999), rules, regulations and directions as issued by the Reserve Bank of India or other appropriate authority under any law in force from time to time.
2. The card may be used outside India, subject to applicable laws, rules and regulations in force from time to time in India and subject to such restrictions/ limitations under the applicable laws, rules and regulations from time to time in the country where the card is used.
3. The cardholder shall be solely responsible to the concerned authorities in the event of any violation of the applicable laws, rules and regulations in force from time to time.
4. IndusInd Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the Non-compliance by cardholder with the applicable laws, rules and regulations in force from time to time.
5. The cardholder hereby indemnifies and agrees to hold IndusInd Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the cardholder not complying with the applicable laws, rules and regulations in force from time to time.
6. The Bank reserves the right to suspend/terminate/block the card if the information given is found to be fraudulent or maliciously tampered with or non compliant with existing laws and regulations.
7. In case the card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise, IndusInd Bank will not be responsible for any use/attempted use of the card, resulting in the card being dishonoured or otherwise. The risk of honouring of a card that is cancelled and/or suspended on its presentment is of such person and/or of the cardholder in the individual capacity

Records and Statement of transactions

1. ATM Receipts: When the cardholder completes a transaction through an ATM, the cardholder shall ensure that the cardholder obtains and verifies any receipts/ record received, if any through such ATM.
2. Balance Information: The cardholder may get information regarding the balance on the card or available travel funds by logging on online card account access. The cardholder can also call up Phone Banking to enquire on balance or transaction details.
3. History: An e-statement of the monthly transactions can be obtained by the customer by logging onto online card account access. The Bank shall not however issue a paper statement on a periodic basis.
4. The cardholder may call Phone Banking, in event of any queries or complaints in connection with the card or the monthly statements etc. Alternatively, the cardholder may e-mail IndusInd Bank at: reachus@IndusInd.com
5. Further in case of complaints, the cardholder should provide sufficient and correct details in writing to IndusInd Bank in order to enable IndusInd Bank to investigate and respond on the complaint or query appropriately.

The following information requires being provided in such correspondence:

- i. Name, address and card number of the cardholder
- ii. A detailed description of the transaction and/or the complaint (including the date of the transaction and the location of the ATM/merchant establishment) and the basis or reason for the cardholder to dispute the transaction or raise a query or complaint, and
- iii. The transaction amount

In event any further information/ document is required by IndusInd Bank for investigation of resolution of the manner, the cardholder hereby agrees to provide the same.

Where an inquiry is not settled to the satisfaction of the cardholder, IndusInd Bank may advise the cardholder in writing or otherwise of the results of its investigation and or the manner of resolution, if any of the complaint

Liability of Cardholders for unauthorized transactions using the card

1. The cardholder bears all losses resulting from the use of the card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the card and/or the PIN or the situations where purportedly misuse, loss and/or theft of the card and/or the PIN has occurred, and such liability continues until: (i) notification to IndusInd Bank, either through Phone Banking or in writing, of such unauthorized transactions having been effected through use of the card and/or the PIN, or the card and/or the PIN having been otherwise misused, lost, or stolen, and (ii) IndusInd Bank blocking the further use of the card and/or the PIN successfully
2. Such situations could include:
 - a) Lack of proper safeguard of the card and/or the PIN, including on account of the cardholder,
 - Having failed to maintain the security of the PIN for any reason whatsoever (and even though the recommended precautions or other measures may have been observed/adopted by the Cardholder)
 - b) Delayed notification of misuse, loss, or theft of the Card and/or the PIN, including on account of cardholder
 - c) Not notifying IndusInd Bank promptly upon coming to know or becoming aware of the misuse, loss or theft of the card and/or the PIN, or
 - d) Not notifying IndusInd Bank promptly upon coming to know or becoming aware that the PIN has become known to any person or upon coming to know or becoming aware that any of the measures adopted by the cardholder (in line with the recommendations above or of any other measures adopted for safeguarding the PIN being compromised IndusInd Bank shall bear no liability from such unauthorized

transactions having been effected through use of the card and/or the PIN, or the Card and or the PIN having been otherwise misused, lost, or stolen.

Expense of enforcement:

The card member shall be jointly and severally liable to indemnify the bank in respect of any and all expenses incurred by the Bank in enforcing or attempting to enforce these rules and regulations and recovery of any dues including all legal fees and disbursements on a full indemnity basis.

Receipt of funds in excess of the travel funds that were to be loaded

1. If the cardholder has received funds in excess of the travel funds, the cardholder agrees to promptly repay IndusInd Bank any such funds upon such Terms & Conditions as IndusInd Bank may specify.
2. If IndusInd Bank has grounds to believe that the cardholder has received funds in excess of the travel funds requested by the cardholder, due to any reason whatsoever (including the malfunction of an ATM, POS or other equipment, or IndusInd Bank system) then, IndusInd Bank will notify the same to the cardholder and will deduct the excess funds received by the cardholder from the travel funds upon such terms and conditions as IndusInd Bank may specify.
3. IndusInd Bank further reserves the right to recover such excess funds from any account of the cardholder maintained with it or any of its group account/ companies, whether such account be a joint account or a sole account or otherwise, or the right to require the cardholder upon notification to immediately make payment of such excess funds, upon such terms and conditions as IndusInd Bank may specify.
4. In the event a demand or claim for settlement of outstanding dues/funds received in excess of travel funds from the cardholder is made either by IndusInd Bank or any person acting on behalf of IndusInd Bank, the cardholder agrees and acknowledges that the cardholder will have to pay to IndusInd Bank on demand and unconditionally the entire amount outstanding on the card and/or the funds received in excess of the travel funds. Nothing in these terms & conditions shall affect IndusInd Bank's right of lien, set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between IndusInd Bank and cardholder.

Disputes

1. Any charge slip or other payment requisition signed by the cardholder and received from a merchant establishment for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was property incurred by the cardholder by the use of the card except for such charge slips or other payment requisitions which have been signed on a date subsequent to the cardholders notification to IndusInd Bank as to an unauthorized transaction having been effected through use of the card and/or the PIN, or the card and/or the PIN having been otherwise misused, lost or stolen, and IndusInd Bank having successfully blocked such card and/or PIN.
2. Should the cardholder choose to disagree with a charge/ amount indicated in his statement, as generated and stored with online access portal, the same should be communicated to IndusInd Bank within 7 (seven) days of generation of statement, failing which it would be construed that all charges, amount and the statement are

entirely in order and acceptable to the cardholder. In any other case, the cardholder believes that any amount has been erroneously debited to the travel funds, the cardholder should forthwith notify the same to IndusInd Bank. On receipt of such information, IndusInd Bank may reverse the charges on a temporary basis and in such event IndusInd Bank shall be entitled to block on the Travel Card an amount equal to the amount temporarily reversed. The amount so blocked shall not be available to the cardholder until investigation and resolution of the disparity by IndusInd Bank as it may deem fit. On completion of subsequent investigation, IndusInd Bank if satisfied that the charge was correctly debited to the cardholder's Travel Funds, IndusInd Bank will reinstate the charge along with any fee or other amount in a subsequent statement.

Disputes and Resolution:

The competent courts in India, shall have exclusive jurisdiction to deal with all disputes between the Bank and the cardholder, or the estate of the cardholder or otherwise.

No Representation, warranty etc. from IndusInd Bank on quality of goods and services

1. IndusInd Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) as to the Quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of proposed to be availed of by use of the Card with/at any person including the Merchant Establishments or for any delay in delivery of the goods, non-delivery of goods and services, or receipt at defective sub-standard good and services by use of the Card with/at any person including the Merchant establishment/s.
2. Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchase/hired or otherwise and/or of services availed of/proposed to be availed of by use of the card with at any person including the merchant establishment's or for any delay in delivery of the goods/ services. Non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the card with/at any person including the merchant establishments must be mutually resolved by the cardholder (or any person claiming by or under the cardholder) with such person/ merchant establishments without reference to IndusInd Bank.

Indemnification Obligation

1. In consideration of IndusInd Bank providing the cardholder with the card and related facilities, the cardholder hereby agrees to indemnify and keep IndusInd Bank indemnified from and against all actions, claims, demands, proceedings. Losses, damages, personal injury, costs (including legal costs), charges and expenses whatsoever which IndusInd 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, by reasons of IndusInd Bank's acting in good faith and taking or refusing to take or omitting to take action on the cardholder's instructions, the negligence, mistake or misconduct of the cardholder (directly or indirectly breach or non-compliance of these terms and conditions, fraud or dishonesty relating to any transaction by the Cardholder or his employee or agents, any ATM/POS machine error or failure or other mechanical/system error/failure collection of all monies due and payable (including applicable costs, charges and fees) by the cardholder and/or misplacement by the courier or loss-in-transit of the Card and/or PIN.

2. Additionally, as stated earlier, the cardholder has also agreed to indemnify and agreed to hold IndusInd Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the cardholder not complying with the applicable laws, rules and regulations in force from time to time.
3. IndusInd Bank shall be under no liability whatsoever to the cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of
 - i. Any use of the card and/or PIN;
 - ii. The refusal by any person or Merchant Establishments in honouring or accepting the card
 - iii. Any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the card and/or PIN or otherwise;
 - iv. Misuse or fraudulent use of the card by any person including the cardholder;
 - v. Any statement made by any person requesting to surrender/cancel the card or any act performed by any person in conjunction thereto;
 - vi. Handing over of the card by the cardholder to a person other than the designated employees of IndusInd Bank at IndusInd Bank's premises;
 - vii. The exercise by IndusInd Bank of its right to demand and procure the surrender of the card prior to expiry date stated on its face, whether such demand and surrender is made and or procured Bank or by any other person or ATMs/POS terminals;
 - viii. The exercise by IndusInd Bank of its right to terminate any card is;
 - ix. The re-possession/ cancellation of the card and/or request for its return;
 - x. Any misstatement misrepresentation, error or omission in any details disclosed by the Bank;
 - xi. Decline of processing of the card and/or PIN due to such card exceeding foreign exchange entitlements as prescribed by applicable law, rules or regulations in force from time to time or on IndusInd Bank becoming aware of the cardholder exceeding entitlements;
 - xii. In the event a demand or claim for settlement of outstanding dues/funds received in excess of the travel funds from the cardholder is made either by IndusInd Bank or any person acting on behalf of IndusInd Bank;
 - xiii. Communication sent by any means of communication including by facsimile machines, internet, ATMS/POS terminals, payment systems or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of communication or
 - xiv. Upon terminating, suspending, blocking or declining of the use of the card and/or access to the Travel Funds, inter alia when it becomes necessary to determine whether any person is rightfully entitled to receive the travel funds/use the card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Costs Charges and Fee

1. The cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the card can be deducted automatically from the cardholder's travel funds. The details of the costs, charges and fees as currently in force are available in Schedule for Service Charges as enclosed in the Welcome Kit addressed to the cardholder. Such costs, charges and fees are subject to change by IndusInd Bank from time to time, and the latest applicable costs, charges and fees can be ascertained by calling Phone Banking or visiting the Bank's website.
2. The costs charges and fees include withdrawal fee, currency conversion rate etc. and could include further/additional costs/charges/fees or otherwise as required by third parties.

3. Withdrawal Fees, if applicable and will be deducted from the travel funds (each withdrawal made by the cardholder from an ATM).
4. Additionally, cost/ charges/ fees or otherwise as assessed and if made applicable by the owners/operators of the Shared Network would also be applicable and will be deducted from the travel funds for each withdrawal from an ATM comprised in a Shared Network.
5. If the cardholder obtains travel funds in a currency other than the currency in which the Currency wallets were issued, if applicable, the conversion rate will stand increased by an additional 3.5% (or such higher/ other rate as IndusInd Bank may specify from time to time) and which will be deducted from the travel funds. Such rate maybe altered or modified by IndusInd Bank without the consent of the cardholder and such that altered or modified shall also become applicable and will be deducted from the travel funds.
6. In a situation that the travel funds are not sufficient to deduct such costs, charges and fees, IndusInd Bank reserves the right to recover the same directly from the cardholder and/or from any accounts (including joint accounts) maintained by the cardholder with IndusInd Bank or its group account/ companies, and further, to deny/decline or block conduct of any further transactions through the use of the card.
7. In the case of non-customers, Overdrafts arising from non-authorized withdrawals (as occurring at unmanned terminals with no online authorization e.g. toll booths) would be repaid within 14 days of sending a notice to the customer. If the customer does not pay this amount, a penal rate of interest (as advised from time to time) would be levied on the outstanding amount.
8. Any statutory levy including duties or taxes payable as a result of the use of the card shall be the cardholder's responsibility and if imposed on/recovered/sought to be recovered from IndusInd Bank (either directly or indirectly), such statutory levy shall be deducted from the travel funds and/or recovered directly from the cardholder and/or from any accounts (including joint accounts) maintained by the cardholder with IndusInd Bank or its group accounts/companies.

Maintenance charge

IndusInd Bank reserves the right to charge the customer per month or any other amount it deems fit, if there are no transactions on the card, consecutively for a period of 6 (six) months. For the purposes of this document, a transaction can be defined as any activity carried out on/through the card viz. upload, reload, refund, ATM Cash withdrawal, POS (Point of Sale: merchant establishment) transaction, online transaction etc.

Currency conversion rates

Obtaining of travel funds in a currency other than the currency wallets in respect of which the card was issued, the travel funds will be converted to such new currency at the currency conversion rate, if applicable. This would include the situation of the cardholder obtaining travel funds from an ATM in a currency other than the currency wallets in which the card was issued.

The currency conversion rate would be the amount that will be deducted from the travel funds for conversion from currency of the card to the new currency as per IndusInd Bank/Visa International policy and procedures in force at the time that such a transaction is processed, if applicable.

Disclosures

Disclosure Clause:

I/We hereby consent to IndusInd Bank (the "Bank"), its officers and agents disclosing information relating to me/us and my/our account(s) and/or dealing relationship(s) with the Bank, including but not limited to details of my/our facilities, any security taken, transactions undertaken and balances and positions with the Bank, to

- i. The head office of the Bank, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction (the "Permitted Parties");
- ii. The agents and independent contractors of the Permitted Parties who are under a duty of confidentiality to the Permitted Parties;
- iii. Any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement between us, or assignee, novatee or transferee (or any agent or adviser of any of the foregoing);
- iv. Any rating agency, insurer or insurance broker of or direct or indirect provider of credit protection to any Permitted Party.
- v. Any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Permitted Parties.

Right to Terminate/ Suspend/Block/Decline the usage of the Card/Access to the Travel Funds

IndusInd Bank reserves the right to terminate/suspend/block/decline the usage of the Card access temporarily or permanently, upon the occurrence of any of the following events:

- i. Failure to adhere to or comply with Terms & Conditions herein;
- ii. An event of default under any agreement or commitment (contingent or otherwise) or the like entered into with IndusInd Bank or its group companies ;
- iii. The cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings of a similar nature;
- iv. Demise of the cardholder;
- v. When it becomes necessary to determine whether any person is rightfully entitled to receive the travel funds/use the card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority;

For all cards the transactions will be monitored for compliance with Anti-Money Laundering (AML) norms. The Bank reserves the right to terminate its card or decline transactions or withdraw select services if the cardholder fails to observe the requisite rules and regulations.

Governing Law

The laws of India govern these Terms & Conditions as also the use of the card by the cardholder subject however to the cardholder being subject to applicable laws, rules, and regulations of India or such other country occasioned by use at the card outside India. The parties hereby agree that any claim, legal action or proceedings arising out of these

terms and conditions for the card instituted by the cardholder (and/or any persons claiming through or under the cardholder) shall be brought in the courts or tribunals at Mumbai in India and the parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals. IndusInd Bank may, however, at its absolute discretion commence any legal action or proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum in any jurisdiction, and the cardholder hereby consents to that jurisdiction.

Severability and Waiver

Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

No act, delay or omission by IndusInd Bank shall affect its rights, powers and remedies under the Terms & Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these terms and conditions are cumulative and not exclusive of other rights and remedies provided by law.

Assignment

The cardholder acknowledges that IndusInd Bank may assign, transfer or convey any or all its rights and obligations in respect of the Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the cardholder.

Miscellaneous

IndusInd Bank reserves the right to offer cardholders certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. IndusInd Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the cardholder.

Any termination of membership, because of a violation of this agreement, shall result automatically in the termination of such facilities and services. IndusInd Bank shall not be liable, in any way, to the cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof whether by IndusInd Bank, or a merchant establishment or any other third party. IndusInd Bank reserves the right to revise the policies, features and benefits offered on the card from time to time and may notify the cardholder of any such revisions/changes in any manner as deemed appropriate.

The card member will be bound by such revisions/changes unless the card is returned to IndusInd Bank for cancellation before the date on which the revision/changes are made. The details of all transactions effected through the use of the Travel Card by the cardholder maybe shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing applications for creditor other facilities by the cardholder and/or his/her family members and for fraud prevention. In addition to the general right to set off or other right conferred by law or under any other agreement, IndusInd Bank may, without notice combine or consolidate the balance on the Travel Card with any other account(s) which the cardholder maintains with IndusInd Bank and its Group accounts/companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the cardholder's liability to IndusInd Bank under his/her Travel Card.

The cardholder shall forthwith notify IndusInd Bank of any change in his/her address for communication as stated in the application form for the card. IndusInd Bank reserves the right to change the cardholder's address in its records if

such change in address comes to the notice of IndusInd Bank. The responsibility shall be solely of the cardholder to ensure that IndusInd Bank has been informed of the correct address for communication, and IndusInd Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the cardholder.

The cardholder agrees to adhere to and comply with all such terms and conditions as IndusInd Bank or its affiliates may prescribe from time to time for facilities/services availed of by the cardholder and hereby agree and confirm that all such transactions effected by or through facilities for conducting remote transactions including the internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of IndusInd Bank or its affiliates, for and in respect of such facilities, services offered shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by IndusInd Bank or its affiliates for such facilities/services, as may be prescribed from time to time,

The cardholder hereby authorizes IndusInd Bank and its agents to exchange, share or part with all the information relating to the cardholder's details and payment history information and information pertaining to the Travel Card to other IndusInd Bank Group Companies (Financial Institutions, Credit Bureaus/Agencies Statutory Bodies) as may be required and undertakes not to hold IndusInd Bank or other group companies of IndusInd Bank and their agents liable for use of the aforesaid tomato,

Modifying Altering terms and conditions

1. IndusInd Bank reserves the right to change, at any time, these terms and conditions, features and benefits offered on the Travel Card
2. These changes will be communicated to the customers at least 30 days in advance. If the changes are deemed unfavourable, the customer reserves the right to exit the relationship. If the card holder continues to avail of the services rendered by the Bank through its prepaid card product, he/she will be deemed to have agreed to the revised terms & conditions
3. The travel funds shall be liable for all charges incurred and all other obligations under these revised terms and conditions.

Currency of the Card

1. The following currencies are currently available to a cardholder in relation to the Card:
 - a. US Dollar
 - b. Euro
 - c. Australian Dollar
 - d. Great Britain Pound
 - e. Singapore Dollar
 - f. Saudi Riyal
 - g. Canadian Dollar
 - h. UAE Dirham
 - i. Hong Kong Dollar
 - j. Swiss Franc
 - k. Japanese Yen
 - l. New Zealand Dollar
 - m. South African Rand
 - n. Thai Baht

However, the Bank reserves the right, at its sole discretion, to increase or decrease the number of currencies available, without notice.

2. The Cardholder, or any other person duly authorized, shall have the option, to load value on the Card in any one or more of these currencies (each such balance of currencies hereinafter referred to as a "Currency Wallet")
3. The Card, and any Currency Wallet thereof, may be loaded and/or reloaded with foreign exchange during its validity period by the Cardholder, or any other person duly authorized, giving a load instruction in the format as required by the Bank from time to time.
4. Instructions once given shall be final and binding on the cardholder and the cardholder shall not be entitled to cancel or modify the same without the consent of the Bank. Without prejudice to the above, any loss arising out of any cancellation or modification of instructions shall be borne by the Cardholder.
5. In the event of any use of the Card abroad, or any charge that is levied on the Card, the deductions to the amounts for such purpose shall happen in the following order, if applicable:
 - a. First, in case of the use/charge is in a specific currency, the amount shall be deducted from the balance available in the corresponding currency wallet of that currency,
 - b. In the event that no Currency Wallet has been created for that currency, amounts would be deducted from the currency wallet denominated in United States Dollars (USD);
 - c. In the event that there is insufficient balance in any of the currency wallets from which transaction is requested, bank will debit the default currency specified for the product (as USD) or will debit the next wallet in which amount is available. Subsequent wallets will be debited in case of non-availability of funds equal to total amount of transaction requested. Hierarchy in which the subsequent wallet for such debit is decided will follow the Currency Priority set by the customer if any. In case no such priority is set by the customer, the default currency priority will be decided by the bank, Customer may set the priority of currency for debits in aforementioned scenario either by requesting the same at the time of card being issued (on the account opening form) or may set the same himself or herself on the online card access.
6. It is clarified that, if applicable, in case amounts are deducted from a currency wallet of a currency, other than the currency relevant to the transaction, the currency exchange rate as determined by the Bank for such conversion of currencies shall be applicable.
7. It is further clarified that, if applicable, in the event that no single Currency Wallet has sufficient balance for a particular transaction by the Cardholder, the Bank shall reject such transactions, notwithstanding that sufficient amounts may be available across all the Currency Wallets in aggregate.