

# ESAF SMALL FINANCE BANK

## ATM cum DEBIT Card: Terms and Conditions of Usage

### 1. GENERAL:

- 1.1 ESAF Small Finance Bank offers debit card services under the 'RuPay Debit Card Scheme'. By using the Debit Card (defined below) the user is unconditionally accepting the terms and conditions listed hereunder and undertakes to conform compliance with the relevant Reserve Bank of India (RBI) Regulations, Exchange Control Regulation, Foreign Exchange Management Act 1999, all the other related rules and regulations as amended / modified / applicable from time to time, and any other corresponding enactment in force from time to time. All web-based Transactions (defined below) on Cards are guided by the Terms and Conditions ("T&Cs") mentioned herein. Please read these T&Cs carefully before using your RuPay Debit Card for online/e-commerce Transactions.
- 1.2 These T&Cs apply to and regulate the issuance and usage of Debit Cards offered by ESAF Small Finance Bank to Account Holders (defined below) and/or any person as may be specified by the Account Holder. These T&C shall be in addition to any other terms as stipulated by the Bank or the regulators from time to time.
- 1.3 ESAF Small Finance Bank retains the right to amend these T&Cs at any time. The amended T&C shall be communicated to the Card Holder by any mode of communication including but not limited to direct communication, updation on Bank's website etc., thereby the Card Holder shall be deemed to have accepted the amended T&C, upon continued usage of the Card or where the Card Holder has not communicated his intent of withdrawing from the Debit Card service to the Bank within 7 days of receiving notice of such amended T&C.

### 2. DEFINITIONS:

- i. "Account" refers to the savings and/or current account, designated by ESAF Small Finance Bank to be eligible for operations through the use of the Card.
- ii. "Account Holder" refers to individuals, proprietorships, partnership concerns or company holding an Account with ESAF Small Finance Bank.
- iii. "Account Statement" means a statement of account or the passbook issued by the Bank to a Card Holder setting out the Transactions carried out and balance in the Account as on a given date and any other information the Bank may deem fit to include.
- iv. "ATM" means any automated teller machine in India, whether of the Bank or of a specified Shared Network, at which, among others, the Card Holder can use his Card to access his funds in his Account held with the Bank.
- v. "Bank" or "ESAF Small Finance Bank" means the ESAF Small Finance Bank Limited and its successors and assignees, which has issued RuPay Debit Card, which is a body corporate, incorporated within the provisions of the Companies Act 2013, carrying on the business of banking and having its registered office at Building No VII/83/8, ESAF Bhavan, Post Mannuthy, Dist Thrissur, State Kerala,
- vi. "Card" or "Debit Card" means the Bank's RuPay ATM-cum-Debit Card.
- vii. "Card Holder" means a customer of the Bank to whom a Card has been issued and who is authorized to hold the Card.
- viii. "PIN" means the Personal Identification Number (required to access ATMs) allocated to the Card Holder by ESAF Small Finance Bank, chosen by him from time to time.
- ix. "POS Terminal" means the point of sale electronic terminal at a Merchant Establishment in India capable of processing the Transactions and at which, amongst others, the Card Holder can use his Card to access funds in his Account held with the Bank to make purchases.
- x. "Shared Network" – shall mean RuPay, VISA or MasterCard or any other networks which honour the Card.
- xi. "Transaction", means any instruction given, by a Card Holder by using his Card directly or indirectly, to ESAF Small Finance Bank to effect action on the Account (examples of Transactions can be retail purchases, cash withdrawals, cash/cheque deposits, etc).
- xii. "International Transaction", refers to the Transactions performed by the Card Holder through his internationally valid Debit Card, outside India, Nepal and Bhutan.
- xiii. "Merchant" or "Merchant Establishments", shall mean establishments, wherever located, which accept/honour the card and shall include amongst others: stores, shops, restaurants, airline organizations etc.
- xiv. "EDC" or "Electronic Data Capture", refers to electronic Point-of-Sale swipe terminals whether in India or overseas, whether of ESAF Small Finance Bank or any other Bank on the Shared Network, that permits the debiting of the Account(s) for purchase Transactions from merchant establishments.
- xv. "CVV" or "Card Verification Value" is the 3-digit number printed on the back of the card.
- xvi. "OTP" or "One Time Password" is a numeric password valid for a limited time period, sent by the Bank to the Registered Mobile Number of the Account holder for authentication and completion of transactions.
- xvii. "RuPay Guidelines" mean guidelines issued as per the RuPay Card and Mark Specification to its member Banks.

### 3. ELIGIBILITY

Saving accounts/current accounts in individual capacity are eligible for issuance of Card. In case of joint accounts, such accounts permitted to be operated Self, Either or Survivor shall be eligible for issuance of Card. Also, Minors above the age of Ten are eligible for Debit card.

### 4. VALIDITY

The Card is valid for use at ATMs of ESAF Small Finance Bank and approved ATMs of RuPay displaying the RuPay logo. The Card can also be used at POS Terminals in India displaying RuPay logo. The Card is valid up to the last working day of the month and the year indicated on the Card.

### 5. ACTIVATION OF THE CARD

Post receiving the card and PIN, card holder should activate the card by using it in any RuPay enabled ATM. The Card Holder should preferably change the PIN to a number of his choice, after activation of the card. The Card Holder should periodically change/update the PIN. If the facility of Green PIN is used to Set or Resent the PIN, then it has to be done at ESAF Bank ATMs.

### 6. ACCEPTANCE OF TERMS

- 6.1 Usage of RuPay Debit Card is subject to the T&Cs governing the Transactions on the Card, any terms and conditions applicable to the Account variant as well as the T&Cs laid out/amended by Bank. The T&C and amendments can also be viewed on the respective websites of the Bank.
- 6.2 Use of RuPay Debit card and PIN entry, will confirm acceptance of RuPay Debit Card T&Cs and the revised versions, enhancements, modifications of the same.
- 6.3 The Card Holder is entirely responsible for ensuring secure usage/storage of the Debit Card information (Debit Card Number, CVV, PIN and OTP). The Bank shall not be responsible for interception/ misuse of confidential card related information such as PIN and CVD.

## 7. CUSTOMER OBLIGATIONS

- 7.1 Card Holder is required to provide complete, correct, honest and current information while applying for Debit Card. If the Card Holder provides any personal data that is untrue, inaccurate, not current or incomplete, or if there are reasonable grounds to suspect that the information provided by the Card Holder is untrue, inaccurate, not current or incomplete, Bank reserves the right to suspend, terminate, or refuse the Card Holder's current or future use of RuPay Debit Card service.
- 7.2 The Card Holder shall ensure safekeeping of the all Card related information such as PIN, CVD etc. The Card Holder shall not record the PIN or CVD in any form that would be intelligible or otherwise accessible to any third party if access is gained to such a record, either honestly or dishonestly.
- 7.3 The Card Holder shall notify the Bank immediately after becoming aware:
  - (i) "of the loss or theft or copying of the Card/card information or the means which enable it to be used;
  - (ii) "of the recording on the Card Holder's Account of any unauthorised Transaction; and
  - (iii) "of any error or other irregularity in the maintaining of that Account by the Bank.
- 7.4 Such notification should be given at any Branch of ESAF Small Finance Bank in person or through Internet Banking / Mobile Banking or through Call/Contact Center.
- 7.5 It is illegal to hand over your ATM card to somebody else for money withdrawal, or else on the grounds of 'non-transferable rule', the bank is right to reject your claim.

## 8. AUTHENTICATION FOR ONLINE/E-COMMERCE TRANSACTION

- 8.1 For online or e-commerce transactions, the Card Holder needs to input the debit card number, CVD and OTP(One Time Password)
- 8.2 The transaction authentication mechanism might get updated periodically according to the policy of the Bank and the same can be referred to in the website of the Bank [www.esaf.bank.in](http://www.esaf.bank.in).

## 9. CONFIDENTIALITY OF CUSTOMER INFORMATION

- 9.1 The Bank shall exercise care when issuing the PINs or OTP and shall not disclose the Card Holder's PIN or OTP to any third party, except to the Card Holders themselves.
- 9.2 Bank shall not share Card Holder confidential information with any merchant establishments where Debit Card is used.
- 9.3 Card Holder agrees to permit the Bank to store the confidential information in their database and disclose the same if required under applicable law, in good faith that such preservation or disclosure is necessary to (i) comply with legal process; or (ii) enforce these T&Cs.

## 10. CARD HOLDER RESPONSIBILITIES

As a RuPay Debit Card user, the Card Holder acknowledges and agrees to the following:

- (a) The Card Holder WILL -
  - (i) ensure physical safekeeping of the Debit card.
  - (ii) refrain from sharing the physical Debit card with any other person or entity.
  - (iii) ensure confidentiality of PIN,CVD, OTP and not reveal it to any other person or entity.
  - (iv) refrain from sharing the card details in unsecured networks or domains, both public and private
  - (v) refrain from using the card for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, and payment for call-back services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc. or any illegal activities; no withdrawal of foreign exchange is permitted for such items /activities
  - (vi) take necessary precautions to ensure that the computer device or other device accessing RuPay Debit Card during Transactions is guarded from all unauthorized access.
  - (vii) adhere to any applicable governing law, regulation, guidelines or any of these T&C or any other terms and conditions advised by the Bank or any regulatory authority in connection with use of RuPay Debit Card.

## 11. TERMS OF USAGE

- 11.1 The Card is not transferable and shall be used only by the Card Holder.
- 11.2 The Card Holder shall at all times ensure that the Card is kept at a safe place, and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Card Holder will sign on the reverse of the Card in the signature panel immediately upon receipt of the Card from the Bank.
- 11.3 The Card is the property of the Bank and must be returned to an authorized person of the Bank on request or in the event of Card Holder no longer requiring the services. The Card Holder shall ensure that the identity of the authorized person of the Bank is established before handing over his Card.
- 11.4 The Card Holder will be responsible for all facilities granted by the Bank in respect of the Card and for all related charges.
- 11.5 Upon successful completion of a Transaction, the debit of the amount shall reflect in the Account of the Card Holder either immediately in the form of receipt or within a period of 24 hours in another form such as the customary bank statement.
- 11.6 The type of Transactions offered on Shared Network ATMs may differ from those offered on the Bank's own network. The Bank reserves the right to change the types of Transactions supported without any notice to the Card Holder.
- 11.7 The Card Holder will be allowed to withdraw cash up to a maximum per day limit set by the Bank and make purchases up to a maximum per day limit set by the Bank subject to availability of clear balance after maintaining minimum balance as per the Bank's requirement in the Account (s). Such maximum withdrawal /purchase limits may be decided by the Bank from time to time
- 11.8 The onus of ensuring adequate Account balance is entirely on the Card Holder.
- 11.9 The Card is acceptable at all Merchant Establishments in India which display the logos of the Bank/ RuPay Debit Card and which has a POS Terminal. The Card is for electronic use only.
- 11.10 The Card Holder must key in the PIN and sign a sales slip whenever the Card is used at Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip as per RuPay Debit Card rules upon the Card Holder's request within 30 days of the date of Transaction. Any sales slip not personally signed by the Card Holder will be his liability. The amount of the Transaction is debited from the Primary Account (defined below) linked to the Card immediately. The Card is operable with the help of the Card Holder's signature and the PIN at POS Terminals installed at Merchant Establishments depending on the functionality of the POS Terminal.

## 12. MULTIPLE ACCOUNTS/JOINT ACCOUNTS

- 12.1 The Card Holder agrees that in case he has multiple accounts with the Bank, the Bank shall have the right to decide the number of accounts, which will have the Card facility on them (hereinafter referred to as "Primary Accounts").
- 12.2 In case of Cards linked to multiple Accounts, the Transactions at Shared Networks and Merchant Establishments will be effected on the Primary Account. In

case there are no funds in this Primary Account, the Bank may, at its absolute discretion, choose not honour the Transaction even if there are funds available in the other Accounts linked to the same Card.

12.3 Transfer of Primary Account or any change in operational mode thereof will not be allowed unless the Card is surrendered and dues, if any, against it are paid.

### 13. RULES OF LIABILITY

- 13.1 The Bank has no liability for Card Holder's internet access device or password obtaining device (such as computer or mobile phones etc.) or proper functioning of its hardware or software before, during or after the use of RuPay Debit Card. Also, the Card Holder agrees to indemnify the Bank for any machine/ mechanical error/ failure. The Card Holder shall also indemnify the Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card / PIN.
- 13.2 The Bank will in its best efforts make the web service secure from all aspects possible. The Bank shall be responsible for direct losses incurred by the Card Holder 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 Card Holder by a message on the display of the device or otherwise known. However, the Bank will not take liability for any viruses or unlawful downloads that the Card Holder's system may be exposed to while he accesses the internet for using RuPay Debit Card.
- 13.3 The Bank does not take liability for failed Transactions which are incomplete due to any reason.
- 13.4 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Card Holder in respect of any loss or damage arising directly or indirectly out of:
- (a) Handing over of the Card by Card Holder to anybody other than the designated employees of the Bank at the Bank's premises.
  - (b) The refusal of any person to honor or accept the Card.
  - (c) The malfunction of any computer terminal, ATM or POS Terminal.
  - (d) Effecting Transaction instructions other than by a Card Holder.
  - (e) The exercise by the Bank of its right to terminate any Card.
  - (f) Any injury to the credit, character and reputation of the Card Holder 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 honor or accept the Card.
  - (g) Any error in any communication disclosed by the Bank.
- 13.5 Except as otherwise required by law, if the Bank receives any process summons, order injunction, execution decree, lien, information or notice which the Bank in good faith believes calls into question the Card Holder's ability, or the ability of someone purporting to be authorized by Card Holder, to transact on the Card, the liability to the Card Holder or such other person, the Bank may decline to allow the Card Holder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.
- 13.6 The Bank reserves the right to recover from the Card Holder's Account a reasonable service charge and any expenses it incurs, including but not limited to reasonable legal fees, due to legal action involving the Card Holder's Card.
- 13.7 In case the Account gets overdrawn due to any reason, the Card Holder should provide enough funds to bring it in credit. For every occasion when the Account is overdrawn, flat fee is levied, in addition to the interest. The flat fee and interest shall be recovered at the rate determined by the Bank from time to time.
- 13.8 In the event of an Account being overdrawn due to a Transaction on the Card, the Bank reserves the right to set off such amount against any credit lying in any of the Card Holder's other accounts held singly or jointly without giving any notice, wherever applicable.
- 13.9 The Bank will not be responsible if the ATMs fails to function due to breakdown of power, communication line, mechanical failure or for any reasons which are beyond its control.
- 13.10 Nothing in these T&Cs shall affect the Bank's right of set-off, transfer and appropriation of monies pursuant to any other agreements from time to time subsisting between the Bank and Card Holders.
- 13.11 Notwithstanding anything contained herein, the responsibility of the Bank for the non-execution or defective execution of Transactions is limited to the principal sum and the loss of interest incurred by the card holder subject to applicable law.

### 14. MERCHANTS

- 14.1 RuPay Debit Card by no means intends to endorse any Merchant over others.
- 14.2 The Bank does not guarantee the Card Holder experience with the Merchant in terms of delivery of product, quality etc. The Bank does not validate the Merchant's services or offering.
- 14.3 Card Holder's interaction with the Merchant is independent of governance of RuPay Debit Card rules. Merchant's terms of business with the Card Holder with regards to service/ product quality, delivery, payment, guarantees / warranties, promotions, discounts etc. is an understanding between the Card Holder and Merchant alone even if the Card Holder used RuPay Debit Card for authorizing the Transaction.
- 14.4 The Bank will not accept responsibility for any dealings the Card Holder may have with the Merchant including but not limited to the supply of goods and services. Such dealings should be resolved by the Card Holder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Card Holder should notify the Bank of his complaint immediately for action by the Bank as per RuPay Debit Card rules.
- 14.5 The Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Card Holder's Account with the Transaction amount.
- 14.6 Any charge or other payment requisition received from an Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred of the Merchant Establishment for the amount and by the Card Holder using the Card referred to in that charge or other requisition except where the Card has been lost or stolen and such loss was duly reported to the police and intimated to the Bank as required under the T&Cs.
- 14.7 If any Card Holder claims that the Card was used fraudulently, the burden of proof of fraud lies with the Card Holder. The Bank does not undertake any responsibility of any loss if incurred by the Card Holder on account of such fraudulent usage.
- 14.8 In case a Card Holder wishes to cancel a completed Transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the Merchant, and a copy of the receipt for cancellation of the Transaction must be retained by the Card Holder. Reversal/ debits due to such Transactions will be processed manually. It is necessary for the Card Holder to produce the sales receipts for the cancellation of the Transaction for effecting the reversals.
- 14.9 In no event will the Bank be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the Card or any website.

### 15. INTERNET FRAUDS

The Internet per se is susceptible to a number of frauds, misuses, hacking and other actions which could affect use of RuPay Debit Card. 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 RuPay Debit Card. The Card Holder shall separately evaluate all risks arising out of the same.

## 16. LOST OR STOLEN CARDS

16.1 The Card Holder shall promptly notify the Bank of the loss, theft, copying or similar action in relation to the Card which could lead to the unauthorized use.

16.2 If a Card is lost or stolen, the Card Holder must file a report with the local police and send a copy of the same to the Bank. The Card Holder will be liable for all charges incurred on the Card until the Card is hot-listed/cancelled. The Card Holder may report a Card loss over the telephone or by way of written communication or by mail to his branch of the Bank or designated agency. 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 following the receipt of such intimation.

**In case of loss of Debit card issued by the bank, Customer need to contact,**

**Customercare 1-800-103-3723 (1-800-103 - ESAF) or 080-4644-3723 (080-4644 - ESAF).**

**Email: [customercare@esafbank.com](mailto:customercare@esafbank.com). Or, Please visit the nearest ESAF Bank branch. Any change in the above mentioned details shall be updated in ESAF Small Finance bank Website under "Loss of Card"**

16.3 Once a Card is reported lost or stolen and is subsequently found, the same should be promptly cut in half and destroyed by Card Holder under intimation to the Bank. The Card Holder is responsible for the security of the Card. He shall take all steps to keep the Card safely. The Card Holder only has to bear the financial liability on the lost or stolen Card. Provided that the Card Holder has complied with the T&Cs and other terms and conditions in all, the replacement Card may be issued at the sole discretion of the Bank.

## 17. SURRENDER / REPLACEMENT OF CARD/TERMINATION

A Card which is broken/damaged while in use or otherwise is lost, however, will be replaced at a cost decided by the Bank from time to time. A replacement Card may, however be issued at the Bank's discretion against:

- (a) a fresh application;
- (b) a suitable indemnity in case of a lost Card or surrender of the Card if it is broken/damaged as the case may be. Issuance of a replacement Card shall not amount to fresh contract; and
- (c) In the event that the Cardholder decided to terminate the use of the Debit Card, the Cardholder shall give ESAF Small Finance Bank not less than 7 days prior notice in writing and forthwith return the Card and any additional Card (if not required) cut into several pieces through the magnetic strip, to ESAF Small Finance Bank. The Cardholder will be responsible for all the Card facilities and related charges incurred on the Debit Card after the Cardholder claims to have destroyed the Card, notwithstanding the termination of the applicability of these terms and conditions. The Cardholder will be responsible for all the charges incurred on the Debit Card whether or not the same are a result of misuse/fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.

ESAF Small Finance Bank shall be entitled to terminate the Debit Card facility with immediate effect and the Card shall be returned upon occurrence of any of the following event: i) Failure to comply with the terms and conditions herein set forth ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with ESAF Small Finance Bank . iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature. iv) Demise of the Cardholder. v) Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account.

- (c) The Card issued to the Card Holder shall remain the property of the Bank and will be surrendered to the Bank, on request or in the event the Card is no longer required by the Card Holder. The Card Holder shall return the Card to the Bank for cancellation in the event the services are no longer required by the Card Holder or if the services are withdrawn by the Bank for any reason whatsoever. The Bank, may, in its absolute discretion issue a replacement Card, with a new PIN for any lost or stolen Card or a new PIN on the same terms and conditions or such other terms and conditions as the Bank is liable in case of improper/fraudulent/unauthorized/erroneous use of the Card or through a duplicate Card and/or the PIN in the event of the Card falling in the hands of or through the PIN coming to the knowledge of any third party.

## 18. OPERATIONAL ISSUES:

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

## 19. INDEMNITY:

19.1 The Bank should be indemnified against all losses and damages that may be caused as a consequence of breach of any of the terms and conditions laid down by RuPay Debit Card.

19.2 The Cardholder will be responsible for transactions effected by use of the Card, whether authorized by the Cardholder or not, and shall indemnify ESAF Small Finance Bank Ltd against any loss or damage caused by any unauthorized use of the Card or related PIN, including any penal action arising therefrom on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act, 1999 or any other law being in force in India and/or any other country/ state/continent/territory wherever located in the world at the time, notwithstanding the termination of this agreement. Debit Card usage is also prohibited for overseas forex trading through electronic/ internet trading portals.

19.3 In consideration of the Bank providing the Card Holder with the facility of the Card, the Card Holder hereby agrees to indemnify and keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal inquiry costs, charges and expenses 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 Card Holder 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 Card Holder's instructions and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Card Holder; breach or non-compliance of the rules, terms and conditions relating to the Card and the Account and/or fraud or dishonesty relating to any Transaction by the Card Holder or his employees or agents.

## 20. DISCONTINUATION OF RUPAY DEBIT CARD:

The Bank reserves the right to discontinue the above service at any time whatsoever.

## 21. GOVERNING LAW

21.1 The usage of the Card and the terms and conditions will be governed by the laws of India.

21.2 The Card Holder undertakes to comply with the applicable laws and procedures while availing of and utilizing the Card.

21.3 All disputes are subject to the jurisdiction of the competent courts in the place of Thrissur, Kerala where the Bank's Head Office is situated.

## 22. DISCLAIMER AND IMPORTANT INFORMATION:

"ESAF Small Finance Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services."

## 23. CHARGES

For various charges related to Debit card usage, including but not limited to debit card issuance, annual maintenance, Card replacement, regeneration of PIN, domestic transactions (like usage at own and other bank ATMs, fuel stations etc), international transactions etc, please visit our website [www.esaf.bank.in](http://www.esaf.bank.in) or visit the nearest ESAF Bank branch. The charges are subject to modification from time to time according to the policy of the Bank.