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## DCB Niyoo Terms and Conditions

This document lays out the Terms and Conditions which shall be applicable to all the Account(s) which are existing or may be opened any time in future with DCB BANK, a banking company incorporated under the Companies Act, 1956 and having its Registered Office at 6th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai - 400013.

### Interpretation:

- The words ‘**I**’ and / or ‘**me**’ and / or ‘**my**’ and / or “refer to the person(s) who open the account and shall include both singular and plural.
- The words ‘**Bank**’ and / or ‘**DCB Bank**’ shall refer to DCB Bank and any of its branches and also its successors and assignees. The words “Associates” and/or Niyoo will shall refer to Finnew Solutions Private Limited.
- Any reference to the masculine gender shall include feminine gender and vice versa.
- The word “**Account(s)**” and / or “**account(s)**” in this case denotes DCB Niyoo Current Account. • The word “**Card(s)**” and / or “**card(s)**” shall mean any of the accounts as mentioned herein after. The **Card(s)**” and / or “**card(s)** in this case denotes DCB Niyoo Global Card-Debit Card issued on DCB Niyoo Current Account.
- The word “**customer**” shall mean the person who open the account and / or avail of any of the facilities as mentioned herein after.
- The word “**Person**” shall indicate Individuals, Current Saving Account or Deposit Account holder
  - a. I hereby declare that I am not enjoying credit facilities with any of the Bank's branches or any other bank at the time of opening this Current Account. I undertake to inform the Bank and/or its associates in writing in case any credit facility is availed by me from any other bank.
  - b. I agree to ensure sufficient balance / not to exceed arrangement in my current account before initiating any card transactions.

### CARD ISSUANCE & USAGE OF CARDS

- (1) **Fees:** I/ agree that all fees / taxes / surcharges / service charges and all other levies related to the card may be recovered by the Bank and/or its associates by debit to my account.

- (2) **Transactions Responsibility:** I will be responsible for all types of transactions processed by the use of my card, whether or not processed with my knowledge or authority, express or implied. I shall accept the Bank's record of transactions as conclusive and binding for all purposes.
- (3) **Cash Withdrawal Limits:** I will be allowed to withdraw through the ATM, only a pre-defined amount of cash everyday, irrespective of the credit balance in my account. This amount will be determined by the Bank and/or its associates and may be changed at any time at the Bank's and/or its associates sole discretion without notice to me. I agree that cash withdrawals will be subject to tax as applicable from time to time.
- (4) **Overdrawn Accounts:** I agree not to attempt to overdraw cash from the ATM unless sufficient funds are available in my account. The onus of ensuring adequate account balances is entirely on me. In case my account gets overdrawn due to cash withdrawal from the ATM, I agree to rectify the account balance position immediately. In case my account gets overdrawn, the Bank and/or its associates may levy any charge, which the Bank and/or its associates deems fit in addition to any interest to be charged on the debit balance in my account.
- (5) **PIN:** I understand that the Bank and/or its associates will allot to me a unique PIN (Personal Identification Number) which will allow me to access my account through the ATM/ Point of Sale (POS), Online transactions and fund transfer. The Bank and/or its associates will despatch the PIN in a sealed envelope. On receipt, I shall ensure that the same is received by me in a sealed envelope. I shall be responsible to maintain the confidentiality of the PIN and not to reveal the PIN to any third party. I shall commit the PIN to memory and not record the PIN in a written or electronic format.
- (6) **Validity of Card:** I agree that the card at all times is the Bank's property. The validity period of the card will be mentioned on the face of the card. I agree to surrender the card to the Bank and/or its associates in case of account closure or whenever demanded by the Bank and/or its associates for any reason whatsoever.
- (7) **Lost Card:** In case my card is misplaced, stolen or otherwise lost, I agree to immediately report the event in writing to the Bank and/or its associates or call up at the Phone Banking. I understand that the card will be cancelled by the Bank and/or its associates only during the working hours on a working day following the receipt of such intimation or 24 hours whichever is later. The Bank and/or its associates shall not be liable for any loss by the misuse of the Card during such time that I would have lodged complaint with the Bank and/or its associates and the Bank and/or its associates would have actually cancelled the same as prescribed herein.
- (8) **Security of Card:** I agree to keep my Card in safe custody and agree not to hand over the Card to any person including any person who is a representative or claims to be a representative of the Bank. I understand that the Bank and/or its associates shall not be responsible for any misuse of the Card by virtue of the same falling into wrong hands.
- (9) **Transaction not getting completed:** I understand that due to reasons beyond the control of the Bank or force majeure like discontinuance of power supply / lost communication / mechanical problems / problems in ATM Machine/Point of Sale /Terminal online platform/ system problems, etc. the ATM /POS/Online platform will not be able to complete the desired transaction. I understand that the Bank and/or its associates will not be responsible for any Card/account based transaction not getting completed. I also understand that due to system maintenance / ATM errors, the ATM may not dispense the complete amount of cash that I have requested for. Similarly due to various reasons, POS or Online platform may

not be able to complete my transactions, I shall not hold the Bank and/or its associates responsible for such unsuccessful/failed transactions. I understand that in such circumstances, I shall not hold the Bank and/or its associates responsible for not receiving the requested cash.

(10) **Wrong entries to Account pertaining to ATM transactions:** In case I find out that a wrong entry has been debited to my account for ATM transactions not done by me I would immediately raise the issue with my home branch and/or its associates. I understand that the Bank and/or its associates will do a thorough investigation of the same and revert to me with their final findings and decision of the Bank and/or its associates shall be final and binding on me .

(11) **Audit Trail to be final and conclusive in case of any dispute:** I agree that in case of any dispute the Bank and/or its associates will be using the audit trail of the transactions (either in a printed or in non-editable electronic form) as the final and conclusive evidence in all disputes. I agree to abide by the recordings of the audit trail.

(12) In case, I receive mutilated / torn / cut currency note(s) from the ATM, I will go to the branch of the Bank where I have opened the account and exchange the currency note(s) by submitting a letter and the transaction slip and confirming that I did the transaction at the ATM. Any other forms of claim will not be entertained.

## **Form I**

### **FEMA DECLARATION (DECLARATION-cum-UNDERTAKING)**

[Under Section 10(5), Chapter III of The Foreign Exchange Management Act, 1999]

I hereby declare that the transaction the details of which are specifically mentioned in the Schedule hereunder does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rule, regulation, notification, direction or order made there under.

I also hereby agree and undertake to give such information / documents as will reasonably satisfy you about this transaction in terms of the above declaration.

I also understand that if I / we refuse to comply with any such requirement or make only unsatisfactory compliance herewith, the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention / evasion is contemplated by me / us report the matter to Reserve Bank of India.

I further declare that the undersigned has / have the authority to give this declaration and undertaking on behalf of the firm / company.

Signature of the Applicant for Foreign Exchange

\* Applicable when the declaration / undertaking is signed on behalf of the firm / company.

### **SCHEDULE**

All foreign exchange transactions as may be entrusted by us to the Bank from time to time.

#### **A. APPLICABLE TO ALL ACCOUNTS / SERVICES**

1. I agree to abide by the Bank's Terms and Conditions and rules in force and the changes there to in Terms and Conditions from time to time relating to my account.
2. I agree that the opening and maintenance of the account is subject to rules and regulations introduced or amended from time to time by the Reserve Bank of India.
3. I agree that the Bank and/or its associates will be at liberty to close my account any time without assigning any reason whatsoever.
4. I agree that the Bank and/or its associates can, at its sole discretion, withdraw any of the services / facilities given in my account either wholly or partially at any time by giving one month's notice.
5. I agree that any change in my account status or change of address will be immediately informed to the Bank and/or its associates.
6. I agree that all instructions relating to my account will be issued in writing satisfactory to the Bank and/or its associates in form and content.
7. I agree and acknowledge that the, Debit / ATM Card and Personal Identification Number (PIN) will be despatched by courier (or any other mode at the Bank's discretion and/or its associates) at my risk and consequences to the address notified by me for correspondence. I shall not hold the Bank and/or its associates liable in any manner whatsoever in respect of such despatch of these items.
8. I agree to preserve my ATM / Debit card carefully. In case of loss / theft of the same I shall immediately inform the Bank and/or its associates in writing or through customer care.
9. I agree that I shall maintain the minimum balance in my account as prescribed by the Bank.
10. I agree that I shall be liable to pay all charges, fees, interest, costs wherever applicable, which the Bank and/or its associates in its absolute discretion may levy with respect to my account or any transaction and the same may be recovered by the Bank and/or its associates by a debit to my account.
11. I agree that I shall not pay any amount in cash to any Sales Representative of the Bank and/or its associates at the time of opening an account or carrying out any transaction in the normal course of the business.
12. I agree that the Bank and/or its associates will send me communications / letters / etc. through courier / messenger / mail or through any other mode at its discretion and the Bank and/or its associates shall not be liable for any loss or delay arising therefrom.
13. I agree that in the event of an account being overdrawn, the Bank and/or its associates reserves the right to set off such overdrawn amount against any credit lying in any of my accounts without giving any notice to me

## **B. PHONE BANKING**

1. I accept that at my request the Bank and/or its associates has agreed to provide me the facility of carrying out banking transactions by giving instructions through the Interactive Voice Response System (IVRS) and / or verbally to a Phone Banking officer (agent).

2. I am aware that in connection with such facility I am required to identify myself to the Phone Banking System by using my Customer Identification Number and / or manual verification checks as decided by the Bank and/or its associates from time to time.

3. The Bank and/or its associates has no means of verifying the identity of the person giving the telephone instructions in my name and I further agree not to hold the Bank and/or its associates liable for any loss or damage incurred or suffered by me due to any error, defect, failure or interruption in the provision of Phone Banking services arising from or caused by any reason whatsoever.

4. I agree that the Phone Banking facility will be available and applicable to all my existing accounts and all other accounts that may be opened from time to time.

5. I unconditionally agree that I shall not hold the Bank and/or its associates liable for:

a. Transactions resulting from carrying out my telephonic instructions in good faith any delay or inability on its part in carrying out any telephonic instructions.

b. Transactions that are carried out on telephonic instructions given by unauthorised persons who might have illegally or otherwise gained access to my confidential TIN.

c. Not carrying out such instructions where the Bank and/or its associates has reason to believe that the instructions are not genuine or are otherwise unclear, improper, vague or doubtful accepting instructions given by me.

6. I agree that the record of the instructions given and transactions concluded over the phone shall be conclusive proof and binding for all purposes and can be used as evidence in any proceedings.

## **D. MOBILE BANKING**

### **1. Definitions:**

In this section, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

a. “Mobile Application” means the application which provide you to access information relating to the DCB Niyo Global card . Here application will be provided by Finnew solutions via Niyo application and usage of products and / or other services as may be advised or made available on Mobile Phone by the Bank and/or its associates from time to time on / through Mobile Application

b. “Mobile Phone” means the handset together with requisite accessories, equipment, attachments and other software which is owned / possessed by the customer / cellular service subscriber.

c. “User” refers to a customer of the Bank authorised to use the Mobile Banking service provided by the Bank.

d. “Personal Information” refers to the information about the user obtained in connection with the Mobile Banking service.

- e. “Cellular Service Provider” or “CSP” refers to the GSM / CDMA service provider (for operation of Mobile Phones) who has entered into an agreement with the Bank and/or its associates for provision of Mobile Application services to its customers.

2. **Applicability of Terms and Conditions:** These Terms and Conditions form the contract between the User, the Bank, its associates and the Cellular Service Provider and shall be in addition to and not in derogation of the terms and conditions relating to any account of the User and / or the respective product or the service provided by the Bank and/or its associates or the CSP.

3. **Eligibility:** Any customer of the Bank, having a Digital Current account authorised to operate singly who is also a Current Subscriber of the CSP. The User should have access to the Mobile Phone and knowledge of how the Mobile Phone works. The User should at all times possess the Mobile Phone software, which is required for using Mobile Application.

4. **Registration:** I agree that I shall be entitled to use the Mobile Application service only if my application is found in order and the relevant particulars are registered by the Bank and/or its associates and the CSP. The Bank and/or its associates and the CSP shall be at liberty to reject my application without assigning any reason.

4. **Mobile Application** The Bank shall endeavour to provide to the User through Mobile application , such services as the Bank and/or its associates may decide from time to time. The Bank and/or its associates reserves the right to decide the type of services which a user may be offered on each account and may differ from user to user. The Bank and/or its associates may also make additions / deletions to the services offered through Mobile application at its sole discretion.

5. There will be no obligation on the Bank and/or its associates to support all the versions of this Mobile Phone software.

6. **Mobile Application Access:** I agree that I shall use only my Mobile Phone to access the Mobile Application Service of the Bank and/or its associates. The access is restricted to me on the specific Mobile Phone number(s) registered with the Bank and/or its associates for Mobile Application. I shall not disclose my PIN number/s relating to the Mobile Phone(s), to any person or write / record it at any place whereby some other person can come to know my PIN No. I understand that in case I fail to follow / adhere to this, I shall be solely responsible for the consequences arising there from. I shall not attempt or permit others to attempt accessing the account information stored in the computers of the Bank and/or its associates through any unauthorised means. I shall not allow any other person to have access to my Mobile Phone(s) or leave the Mobile Phone(s) unattended.

7. **Authority to the Bank:** I grant express authority to the Bank and/or its associates for carrying out the transactions performed by me through Mobile Application The Bank and/or its associates shall have no obligation to verify the authenticity of any transaction received from me through Mobile application or purporting to have been sent by me via Mobile App other than by means of verification of the Mobile Phone number. The display that is produced by me at the time of operation of Mobile Application is a record of the operation of the mobile access and shall not be construed as the Bank's records of the relative transactions. The Bank's and/or its associates own records of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless I point out any discrepancy within a week from the date of receipt of periodical statement

8. **Accuracy of Information:** I am responsible for the correctness of information supplied by me to the Bank and/or its associates through the use of or through any other means such as electronic mail or

written communication. Neither the Bank and/or its associates nor the CSP accepts any liability for the consequences arising out of erroneous information supplied by me. If I suspect that there is an error in the information supplied to the Bank and/or its associates by me, I shall advise the Bank and/or its associates as soon as possible. The Bank and/or its associates will endeavour to correct the error wherever possible on a 'best efforts' basis. If I notice an error in the account information supplied to me through or by the use of any of the Mobile application services, I shall advise the Bank and/or its associates as soon as possible. The Bank and/or its associates will endeavour to correct the error promptly and adjust any interest or charges arising out of the error. All outputs of statements are duplicate statements of account and will be prepared by electronic means and the information contained therein will be extracted from a computerised back up system maintained by the Bank and/or its associates. While the Bank and/or its associates will take all reasonable steps to ensure the accuracy of the statement, the Bank and/or its associates is not liable for any error. I shall hold the Bank and/or its associates harmless against any loss, damages, etc. that may be incurred / suffered by me if the information contained in the above said outputs turns out to be inaccurate / incorrect.

9. **Liability of the User:** I shall not be liable for any unauthorised transactions occurring through the use of Mobile Application which can be attributed to the fraudulent or negligent conduct of the employees or agents of the Bank and/or its associates. I shall not be liable for losses arising out of the unauthorised transactions occurring in my accounts if I have complied with the Terms and advised the Bank and/or its associates in writing under acknowledgement immediately after I suspect that my Mobile Phone number is been allotted to another person and / or notice an unauthorised transaction in my account, after a maximum of two days from the receipt of such advice by the Bank and/or its associates. I agree that the access to Mobile Application is through my Mobile Phone and any transaction which originates from the same, whether initiated by me or not shall be deemed to have originated from me. I shall be liable for all losses from unauthorised transactions in my accounts if I have breached the Terms or contributed or caused the loss by negligent actions such as the following:

- a. Not advising the Bank and/or its associates in a reasonable time about unauthorised access to or erroneous transactions in the Mobile Application accounts.
- b. In case of change in or termination of the Mobile Phone number / SIM Card, not informing the Cellular Service Provider and the Bank and/or its associates about the change / termination.
- c. I understand that in the event of my Mobile Phones getting lost or falling in the wrong hands, it can be misused. I hereby agree to indemnify the Bank and/or its associates for any such misuse arising out of the same.

10. **Liability of the Bank** and/or its associates : The Bank and/or its associates shall, in no circumstances, be held liable by me, if access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error or any other reason beyond the control of the Bank and/or its associates. Under no circumstances shall the Bank and/or its associates be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the User or any other person. The Bank and/or its associates is in no way liable for the services provided by the CSP in relation to the Mobile Phone. The Bank and/or its associates is in no way responsible and / or liable for the charges levied by the CSP in relation to Mobile Application transaction.

11. **Liability of the CSP:** The CSP and the Bank and/or its associates do not warrant the confidentiality or security of the messages whether personal or otherwise transmitted through Mobile Application service. The CSP makes no warranty or representation of any kind in relation to the system and the network or their function or performance or for any loss or damage whenever and however suffered or incurred by the User or by any person resulting from or in connection with the Mobile Application Service or the CSP network. Without limitation to the other provisions of this agreement, the CSP, its employees, agents or contractors, shall not be liable for any loss or damage whether direct, indirect or consequential, including but not limited to loss of revenue, profits, business, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, whether foreseeable or not, suffered by the User or any other person howsoever arising from or relating to any delay, interruption, suspension, resolution of error of the Bank and/or its associates and the Mobile Application service in receiving and processing the request and in formulating and returning responses or any failure, delay, interruption, suspension, restriction or error in the transmission of any information or message to and from the telecommunication equipment of the User and the CSP network and the Bank's and/or its associates system or any break down, interruption, suspension or failure of the telecommunication equipment of the User, the Bank's and/or its associates system or the CSP network. Notwithstanding herein to the contrary, the CSP shall not be involved in or in any way liable to the User for any dispute between the Bank and/or its associates and the User.

12. **Indemnity:** I shall indemnify and hold the Bank and/or its associates and the CSP harmless against any loss suffered by the Bank and/or its associates, its customers or a third party or any claim or action brought by a third party which is in any way the result of the Mobile Application by me. I agree that the Mobile Application service uses the network provided by the CSP. I hold the Bank and/or its associates harmless against any loss incurred by me due to failure in this network.

13. **Disclosure of Personal Information:** I agree that the Bank and/or its associates may hold and process my personal information on computer or otherwise in connection with Mobile Application services as well as for statistical analysis and credit scoring.

14. **Termination of Mobile Banking Service:** I can request for termination of the Mobile Application facility any time by giving a written notice of at least 15 days to the Bank and/or its associates. I agree that I shall remain responsible for any transactions made on my Mobile Application until the cancellation of my Mobile Application service. The Bank and/or its associates may withdraw the Mobile Application facility anytime and shall endeavour to give a reasonable notice under the circumstances. The closure of all my account will automatically terminate the Mobile Application service. Similarly the Bank and/or its associates may suspend or terminate Mobile Application facilities / services without prior notice if I have breached these Terms and Conditions.

15. **Notices:** I am aware that the Bank and/or its associates may give notices under these Terms and Conditions, electronically to my mailbox (which will be regarded as being in writing), or in writing by delivering them by hand, or by sending them by post to the last address given by me and in the case of the Bank and/or its associates to its registered office. In addition, the Bank and/or its associates may also publish notices of general nature, which are applicable to all Users of Mobile Application on the web site of the Bank. Such notices will have the same effect as a notice served individually to me.

**E. INSTAALERT**



1. **Definitions:** In these Terms and Conditions, the following terms shall have the following meanings:

- a. "Alerts" or "Facility" or "Alerts Facility" means the customised messages based on Triggers, sent as Short Messaging Service ("SMS") over mobile phone or as a message via email to the customer.
- b. "Triggers" means the customised triggers to be set or placed by the customer or by the Bank and/or its associates with the Bank and its systems, with respect to specific events / transactions relating to his / her account to enable the Bank to send the corresponding Alerts to the customer.
- c. "CSP" means the Cellular Service provider through whom the customer or the Bank and/or its associates receives the mobile services.

2. **Availability:**

- a. The customer has requested for this facility which Bank and/or its associates at its sole discretion may discontinue at any time without any prior notice. The facility is currently available only to resident customers with accounts with the Bank's and/or its associates branches in India. The Bank and/or its associates may at its discretion extend the facility to Non-resident customers in respect of Mobile Phones of CSP rendering services within cellular circles in India or email.
- b. The SMS alert facility is available only in India.
- c. The Alerts will be sent to the customer only if the customer is within the cellular circles of the CSPs or in circles forming part of the roaming GSM network agreement between such CSPs.
- d. The Bank and/or its associates may, wherever feasible, shall extend the facilities to other cellular circles as well as to subscribers of other cellular service providers, as will be notified by the Bank and/or its associates, from time to time.
- e. A Mobile Phone trigger may not be made by the customer or Bank and/or its associates if the account's operations have been suspended for any reasons whatsoever.
- f. The customer assumes full responsibility for the security and confidentiality of his / her Mobile Phone / Mobile Phone number and Mobile Phone identification number to be used in initially gaining access to his / her account(s) through the use of his / her Mobile Phone.

3. **Process:**

- a. To receive Alerts, the customer may select and set all or any of the Triggers available under this facility by submission of the duly completed Registration Form at any of the specified Bank branches and/or its associate's locations. The form could also be downloaded and / or submitted electronically through the Bank's website [www.dcbbank.com](http://www.dcbbank.com) or Niyo site [www.goniyo.com](http://www.goniyo.com) subject to the introduction of the facility or format on the website. Alerts shall be sent to the customer's Mobile Phone number registered with the Bank and/or its associates.
- b. The customer is duty bound to acquaint himself with the detailed process for using the facility and the Bank and/or its associates is not responsible for any error / omissions by the customer in setting the Triggers.
- c. The customer acknowledges that this facility of Alerts will be implemented in a phased manner and the Bank and/or its associates may at a later stage, as and where feasible, add more Triggers or Alerts.

The Bank and/or its associates may, at its discretion, from time to time change the features of any Trigger or Alert. The customer will be solely responsible for keeping himself updated of the available Triggers or Alerts, which shall, on best-effort basis, be notified by the Bank and/or its associates through its website or through any legally recognised medium of communication. The customer may, from time to time, alter or add to the Triggers selected by him / her by prior written intimation to the Bank and/or its associates.

#### **4. Setting Triggers and Receiving Alerts:**

- a. The Bank and/or its associates is not bound to acknowledge the receipt of any Instructions or Triggers nor shall the Bank and/or its associates be held responsible to verify any Instructions or Triggers. The Bank and/or its associates shall endeavour to provide Instructions and Triggers on a best effort basis and wherever operationally possible for the Bank and/or its associates.
- b. The Bank and/or its associates may, in its discretion, not give effect to any Triggers if the Bank and/or its associates has reason to believe with the apprehension (which decision of the Bank shall be binding on the customer) that the Triggers are not genuine or otherwise improper or unclear or raises any doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.
- c. The customer is solely responsible for intimating in writing to the Bank and/or its associates any change in his mobile phone number or e-mail address or account details and the Bank and/or its associates will not be liable for sending Alerts or other information over the customer's Mobile Phone number or address recorded with the Bank and/or its associates.
- d. The customer acknowledges that to receive Alerts, his Mobile Phone must be in an “on” mode. If the customer's Mobile Phone is kept “off” for a specified period from the time of delivery of an Alert message by the Bank and/or its associates, that particular message may not be received by the customer.
- e. Triggers will be processed by the Bank and/or its associates after receipt and the processing time will be decided by the Bank and/or its associates, in its sole discretion. Initially, the alerts provided by the Bank and/or its associates on the Mobile Phone and / or the e-mail on any particular day, will have a certain time lag. The customer acknowledges about being aware that the Alerts being received are based on data available with the bank and/or its associates with a certain time lag. Weekly balance alerts will be sent based on data updated as on the preceding working day. The customer also acknowledges that reasonable time may be taken for data processing for the purpose of sending Alerts on working days of the Bank and/or its associates.
- f. The customer acknowledges that the facility is dependent on the infrastructure, connectivity and services provided by the CSPs within India. The customer accepts that timeliness, accuracy and readability of Alerts sent by the Bank and/or its associates will depend on factors affecting the CSPs and other service providers. The Bank and/or its associates shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the customer.
- g. The Bank and/or its associates shall endeavour to provide the facility on a ‘best effort basis’ and the customer shall not hold the Bank and/or its associates responsible / liable for non-availability of the facility or non-performance by any CSPs or other service providers or any loss or damage caused to the customer as a result of use of the facility (including relying on the Alerts for the customer's investment or business purposes) for causes which are not attributable to / and are beyond the control of the Bank and/or its associates. The Bank and/or its associates shall not be held liable in any manner to the customer in connection with the use of the facility.

h. The customer accepts that each Alert may contain certain account information relating to the customer. The customer authorises the Bank and/or its associates to send account-related information, though not specifically requested, if the Bank and/or its associates deems that the same is relevant.

## **5. Withdrawal or Termination:**

a. The Bank and/or its associates may, in its discretion, withdraw temporarily or terminate the facility, either wholly or in part, at any time. The Bank and/or its associates may, without prior notice, suspend temporarily the facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the facility.

b. Notwithstanding the terms laid down herein, either the customer or the Bank and/or its associates may, for any reason whatsoever, terminate this agreement at any time upon prior written notice. Liabilities incurred by the customer shall, however, survive the termination of this agreement.

## **6. Fees:**

a. As an introductory offer, the facility is currently being made available by the Bank and/or its associates to the customer as a free of cost service. The Bank at a later date may decide to introduce fees which the customer shall be liable to pay to the Bank and/or its associates such fees as may be applicable from time to time. The customer shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, which may be levied by the CSP as per the terms and conditions of the CSP and the Bank and/or its associates is in no way concerned with the same.

b. Unless otherwise waived by the Bank and/or its associates, the customer shall pay the Bank and/or its associates, its standard fees and charges for the use of the service. In this connection, the Bank and/or its associates is hereby authorised by the customer to debit any of the customer's account with the Bank.

## **7. Disclaimer:**

a. The Bank and/or its associates will not be liable for: (i) any unauthorised use of the customer's identification number or; (ii) Mobile Phone number / instrument or unauthorised access to e-mails received at his notified email address for any fraudulent, duplicate or erroneous instructions / Triggers given by use of the same; (iii) acting in good faith on any instructions / Triggers received by the Bank and/or its associates; (iv) error, default, delay or inability of the Bank and/or its associates to act on all or any of the instructions / Triggers; (v) loss of any information / instructions / Alerts in transmission; (vi) unauthorised access by any other person to any information / instructions / Triggers given by the customer or breach of confidentiality.

b. The Bank and/or its associates shall not be concerned with any dispute that may arise between the customer and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.

c. The Bank and/or its associates shall not be held liable in the event that the Mobile Phone company / mobile phone service provider fails, for any reason whatsoever, to reload the prepaid airtime of the customer. The customer agrees that any complaint in connection with the reload service shall be referred to and addressed by the mobile phone company / service provider.

8. **Disclosure:** The customer accepts that all information / Instructions / Triggers will be transmitted to and / or stored at various locations and be accessed by personnel of the Bank and/or its associates (and its affiliates / agents). The Bank and/or its associates is authorised to provide any information or details relating to the customer or his account to the CSPs or any service providers so far as is necessary to give effect to any instructions / Triggers.

9. **Liability and Indemnity:** The customer shall indemnify and keep the Bank and/or its associates free and harmless from and against all liabilities, losses, claims and damages arising from negligence, fraud, collusion or violation of the terms hereof on the part of the customer and / or a third party provided there is no gross negligence on the part of the Bank and/or its associates. In addition, the bank and/or its associates shall not be liable for any expense, claim, loss or damage arising out or in connection with this agreement including but not limited to war, rebellion, typhoon, earthquake, electrical, computer or mechanical failures.

10. **Amendment:** The customer hereby, agrees to abide by, without need of notice, any and all future modifications, innovations, amendments or alterations in these terms made by the Bank and/or its associates.

11. **Miscellaneous:** The above terms and conditions are in addition to the terms and conditions applicable to the Accounts agreed to by the customer. All disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai only. Nothing expressed or implied shall in any way waive or amend any of the terms and conditions to the existing Terms and conditions agreement with DCB Bank and/or its associates.

## **G. DEBIT CARD**

### **Front of the Card**

- **Card number:** This is your exclusive 16-digit card number. Please quote this number in all communication / correspondence with the Bank.
- **Your name / Account no.:** Only you are authorised to use your Debit Card.
- **Valid From – Valid Thru (MM-YY format):** Your Debit Card is valid until the last day of the month of the year indicated on the Card.
- **Visa logo and hologram:** Any merchant establishment displaying this logo accepts your Debit Card worldwide.
- **Electronic Usage sign:** In case of purchase transactions, the Debit Card can be used at merchant outlets with an electronic Point-of-Sale swipe terminal. Please do not try and use your Card at merchants with “paper imprinters” or for Mail / Telephone order transactions.

### **Back of the Card**

- **Magnetic Strip:** Important information pertaining to your Debit Card is encoded here. Please protect your Card from scratching or exposure to magnets and magnetic field as they can damage the strip.

- **Signature Panel:** Please sign the back panel immediately on receipt of your Card with a non-erasable ballpoint pen (preferably in black ink). The signature you will use to sign charge slips at merchant outlets needs to be the same as the signature on the Card.
- **Niyo 24-Hour Customer Care:** You can call us at any time on our helpline no. 1860 258 6496 / for any queries or should you require assistance regarding your Debit Card.
- **Personal Identification Number (PIN):** You will receive a confidential PIN for use of your Card at ATMs.

## **KNOW YOUR DEBIT CARD**

### **Activation**

- A Personal Identification Number (PIN) will be sent to you separately for using your Debit Card at ATMs.
- In case of any difficulty please call our Niyo 24-Hour Customer Care: at 1860 258 6496 We will be glad to assist you.
- The usage of the Card shall be deemed to be acceptance of the terms and conditions of the DCB Debit Card by you.

### **Usage Guidelines**

- Your Debit Card from DCB Bank is extremely versatile and simple to use, being valid both in India and overseas.
- It works in the same way as a Credit Card purchase transaction at merchant outlets, with the only difference being that the transaction amount is directly debited to your Bank account. The Debit Card doubles up as an ATM Card, thus saving you the need of carrying a separate ATM Card.

### **International Usage**

- Your Debit Card is valid both in India and overseas. It is however, not valid for foreign currency transactions in Nepal and Bhutan.
- All of your Debit Card transactions (purchases as well as cash withdrawals) overseas must be made in strict accordance with the Exchange Control Regulations of the Reserve Bank of India or any other regulations as applicable from time to time. Failure to comply with RBI guidelines or any other regulations will render you liable for action under the Foreign Exchange Management Act 1999.
- You should consult your Authorised Dealer (AD) regarding your foreign exchange entitlement.. If you desire, you can select DCB Bank as your Authorised Dealer.
- Detailed instructions as to the use of your Debit Card overseas can be found in the section "Using your Debit Card abroad".

### **Merchant Outlet Transactions**

- Using your Debit Card for shopping at any of the 1.3 million Visa Electron merchant outlets in India and more than 20 million worldwide couldn't be easier. Follow these simple steps to ensure total shopping satisfaction.

- Please note that since signature verification is essential for Debit Card transactions, you need to be physically present along with your Card at the time of purchase. Please do not use Debit Card for Mail Order and Telephone Order and Internet purchase Transactions.
- Look for a Visa / Visa Electron sign at the Point-of-Sale merchant establishment. The merchant must have an electronic Point-of-Sale card swiping terminal.
- Present your Debit Card after making your purchase.
- The Card will be swiped/dip by the merchant on an Electronic Data Capture Terminal for authorisation.
- After a successful authorisation, your account will be debited for the transacted amount. Sometimes the transaction amount and / or tips, surcharge or exceptional transaction amount would be debited to your account subsequently / at a later date. Your limit is equivalent to the balance in your account, subject to daily transaction limit. Daily POS transaction limit will apply.
- A sales slip will be generated.
- Check and sign the sales slip. Your signature must match that on the reverse side of the Card.
- Ensure your Card is returned to you.
- Preserve your copy of the sales slip for future reference.
- When using the Card at a merchant establishment, the purchase amount will always be debited to the designated primary account of the Debit Card. Kindly ensure that your account is adequately funded to meet the debits pertaining to tips, petrol / railway surcharge or any other exceptional transactions which are debited to your account belatedly.

#### **Transaction Processing:**

- All the requests for instantaneous transactions will be given effect to instantaneously. In case requests for effecting any transactions are received on weekly offs/holiday/public holidays, they shall be effected on the immediately succeeding working days on the terms and conditions prevailing on that day. I shall not hold the Bank and/or its associates responsible for not processing/effecting any transactions in case of the bank does not receive instruction to this effect even though I would have forwarded the same.

#### **ATM Usage**

- You can use your Debit Card at any of the DCB Bank ATMs in India for a variety of transactions such as cash withdrawal, balance enquiry, mini statement request, , , as may be made available from time to time.

In addition, you can also use your Debit Card to access your account for cash withdrawal and balance enquiry at any Visa ATM in India and overseas.

We would communicate to you any other ATM sharing arrangement, which DCB Bank may enter from time to time to facilitate increasing your reach to access your account with us.

#### **Please Note:**

- Charges for cash withdrawal / balance enquiry / other transactions at DCB Bank ATMs or Visa ATMs would be as per the schedule of service charges. Please contact your nearest DCB Bank Branch and/or its associates or visit our website [www.dcbbank.com](http://www.dcbbank.com) or [www.goNiyo.com](http://www.goNiyo.com) for further details.
- Please note that all transactions (accepted or declined) at other than DCB Bank ATMs are subjected to a transaction charge as determined by the Bank and are subject to change from time to time without prior notice.

**Credit of any amount is only permitted through an INR based account. Any amount intended to be credited through a non-INR account shall be rejected/denied and liable to be transferred to the source account.**

**Through this Terms & Conditions, the card holder provides approval to DCB Bank Limited to share data of the card/account holder and its operation with the Technical Service Provider(s) for this arrangement.**

## **ADVANTAGES OF YOUR DEBIT CARD**

- **Insurance**

### **Zero Lost Card Liability**

If your Debit Card from DCB Bank ever gets lost or stolen, you are protected from fraudulent purchase transactions from the moment you report the loss to Niyo in India (call our 24-Hour Customer Care: at 1860 258 6496 ). Or Visit us at [www.goniyo.com](http://www.goniyo.com) or [www.dcbbank.com](http://www.dcbbank.com). ,Finnew Solutions Pvt Ltd, 5th Floor, Delta Block, Sigma Technology Park, Varthur Rd, Phase 2, Whitefield, Bengaluru, Karnataka 560066

Please note that the cover is valid only for fraudulent payment transactions at shops, MEs and POS. The insurance is not valid for ATM transactions, as the PIN, known only to you, is required. You are required to file a police complaint for the Lost / Stolen card. DCB Bank and/or its associates will arrange to replace your card as soon as the instructions are received in writing. The cover is only valid for any misuse resulting in to financial loss 3 days prior to loss reported and 7 days after the lost reported. If you recover your card after you have reported its loss, please do not attempt to use it. Instead, please destroy the card by cutting into several pieces through the magnetic strip.

**24-Hour Customer Care Centre**For any queries regarding your Debit Card, please call the Niyo 24-Hour Customer Care at 1860 258 6496 or email at: [global@goNiyo.com](mailto:global@goNiyo.com) OR Visit us at at [www.goniyo.com](http://www.goniyo.com) or [www.dcbbank.com](http://www.dcbbank.com)**Account Statement**

- Transactions on your Debit Card, including those of additional Card will reflect along with relevant details on your regular Bank Account Statement sent periodically.

### **Global Customer Assistance Service (GCAS)**

- This is a priced service provided by Visa.
- DCB Debit Cardholders can receive assistance from Visa Global Customer Assistance Service, 24 hours a day, seven days a week. GCAS can be used for Lost / Stolen card reporting, emergency cash assistance or miscellaneous information that you may require overseas.

- These services are available to you at the following toll free number : Australia: 1800 450346, Hong Kong : 800 900 782, Canada : 1866 639 1911, Germany : 0800 1822891, France : 0800 904349, Japan : 00531 44 0022, Singapore : 800 4481 250, United Kingdom : 0800 1695189, United States : 1 866 765 9644.
- In case you are travelling in any other part of the world, you may avail of these services by placing a collect call to 1410-581-9944.
- Please note that the services are charged\* as follows : Miscellaneous Customer Service Inquires: US \$ 10 per Inquiry, Lost / Stolen Card reporting: US \$ 50 per card and Emergency Cash Assistance: US \$ 225

\* The charges are subject to change from time to time.

### **Looking After Your Debit Card**

Following these simple guidelines will ensure that using your Debit Card from DCB Bank and/or its associates is a pleasant experience.

- Treat your Debit Card in the same way you treat cash. Keep it with you at all times and never leave it unattended.
- Your Debit Card is for your exclusive use only. It should never be surrendered to anyone other than a designated Bank Officer at a DCB Bank branch and that too only after cutting into several pieces through the magnetic strip.
- Never reveal or surrender your personal identification number (PIN) to anyone. Please destroy all evidence of the PIN after memorising it. Do not write it on the Debit Card and never keep a written copy of it in close proximity to your Debit Card. It is also recommended that you change the PIN to a number of your choice as soon as possible and at regular intervals. (At least once in three months thereafter.)
- If your Card is lost / stolen, or if you suspect that your Card has been used fraudulently, please call the Niyo 24-Hour Customer Care at 1860 258 6496 or Visit us at [Niyo website: www.goniyo.com](http://www.goniyo.com) or [DCB Bankwww.dcbbank.com](http://www.dcbbank.com)
  - In case you need your Card to be re-issued or terminated, please send in your request to the Niyo 24-Hour Customer Care at 1860 258 6496 or in writing to the DCB Bank branch where you have your account. A replacement Card shall be provided to you at applicable tariff. Upon Card expiry or closure of your account, please cut your Debit Card into several pieces through the magnetic strip.
- Always ensure that the Debit Card is swiped in your presence when transacting at merchant establishments. Never sign an incomplete sales slip.
- Do not attempt to use your Debit Card at merchant establishments that do not possess electronic Point-of-Sale swipe terminal.
- Do not attempt to use your Debit Card for making purchases via telephone / mail / internet.
- Please promptly notify DCB Bank and/or its associates, in writing, of any changes in your telephone numbers or mailing address.

### **Using Your Debit Card Abroad**



- All expenses incurred overseas must be strictly in accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). Please note that the aggregate expenses you incur overseas (i.e. through cash / traveller's cheques / your bank account / Debit Card / Credit Card) should not exceed the limit set by the RBI, as prevailing from time to time.
  - Usage of the Card for transacting outside India must be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") and related Rules & Regulations and in the event of any failure to do so, you may be liable for penal action under the Foreign Exchange Management Act, 1999.
  
- To be in compliance with the Exchange Control Regulations, You should consult your Authorised Dealer (AD) regarding your foreign exchange entitlement.. If you desire, you can select DCB Bank as your Authorised Dealer. you are also required to have your passport endorsed by your Authorised Dealer (AD) regarding your foreign exchange entitlement. You can select DCB Bank to be your Authorised Dealer.
  
- Please note that your account statement reflects both domestic and international Debit Card transactions.
  
- To track your overseas spends, in order to ensure that they are within the permissible RBI limits, you will have to convert the equivalent Rupee amount shown on your statement for each overseas transaction to US \$ using the day's TT selling rate which can be obtained from your Authorised Dealer.
  
- All transactions (domestic and international) incurred by Cardholder will also be reflected on your account statement. Cardholder may have their passport endorsed for the foreign exchange they have availed and must ensure that the expenses they incur overseas are strictly in accordance with the Exchange Control Regulations of the RBI.
  
- For a comprehensive list of all Visa ATMs please visit the Visa website [www.visa.com](http://www.visa.com)
  
- In case you are unable to withdraw cash from any Visa ATM, try keying in a lower amount (as some ATMs have a cash disbursement limit) or try after a few minutes (as the network server may be down).
  
- Not all ATMs have a balance inquiry option.
  
- At the time of cash withdrawal at Visa ATMs abroad the screen displays 3 options for the type of accounts that you can effect the transaction in: 1) Credit 2) Savings 3) Checking. Please choose the Credit option, as the other options do not hit the Visa network.
  
- At a few Merchant Establishments abroad, you may have to ask the cashier to swipe your DCB Debit Card as a Credit card. This is because in some countries "Debit" is connected only to the local network and the transaction may be declined, as it would not reach Visa network. Your card will continue to function as a Debit Card.
  
- Transactions at some of the Point-of-Sale (merchant) are usually for a nominal amount to check the validity of the card. Your account would initially get debited only for such nominal amount. However, the actual transaction amount would be subsequently and separately debited to your account. Please ensure to have sufficient balance maintained in your account to meet such belated debits.

- Any violation of the Exchange Control Regulations arising out of utilisation of this Debit Card is the responsibility of the individual Cardholder (primary / additional) and he / she will be liable for action under the provisions of the Foreign Exchange Management Act (FEMA) 1999 and any other regulations in force from time to time. Please also note that the onus of ensuring compliance with the regulations is on the holder of the internationally valid Debit Card.

## **AN UNDERSTANDING, AN AGREEMENT**

### **Terms and conditions governing the DCB Debit Card**

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

### **Definitions**

- "The Bank", means DCB Bank and its successors and assignees.
- "Card" or "Debit Card", refers to the DCB Visa Debit Card or DCB Niyu Global card issued by DCB Bank and/or its associates to a Cardholder.
- "Cardholder", "you", "him" or similar pronouns shall, where the context so admit, refer, to a customer of DCB Bank to whom a DCB Debit Card or or DCB Niyu Global card has been issued by DCB Bank to operate on a nominated account. All references to the Cardholder in the masculine gender will also include the feminine gender.
- "Account(s)", refers to the Cardholder's Savings or Current accounts or any other applicable account that have been designated by DCB Bank to be eligible account(s) for the valid operation of the Debit Card. The Cardholder should be the account holder or sole signatory or authorized to act alone.
- "Primary Account", shall mean in case of multiple accounts linked to the Card, the account that has been designated as being the main / first account of operation. i.e. the account from which purchase transactions, cash withdrawal charges and fees related to the Card are debited.
- "ATM", refers to Automated Teller Machine whether in India or overseas, whether of DCB Bank, or of any other bank on a shared network, at which amongst other things, the Cardholder can use his Debit Card to access his funds in his account held with DCB Bank.
- "PIN", means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by DCB Bank and/or its associates, chosen by him from time to time.
- "Transaction", means any instruction given by a Cardholder by using his Card directly or indirectly, to DCB Bank to effect action on the account. (Examples of transactions can be retail purchases, cash withdrawals, etc.)

- “International Transactions”, refers to the transactions performed by the Cardholder through his internationally valid Debit Card, outside India, Nepal and Bhutan.
- “Statement”, means a periodic statement of account sent by DCB Bank and/or its associates to a Cardholder setting out the transactions carried out by the Cardholder(s) during the given period and the balance on that account. It may also include any other information that DCB Bank may deem fit to include.
- “Merchant” or “Merchant Establishments”, shall mean establishments wherever located which accept / honour the Card and shall include amongst others: stores, shops, restaurants, airline organisations, etc. advertised by DCB Bank or Visa International.
- “EDC” or Electronic Data Capture”, refers to electronic Point-of-Sale swipe terminals whether in India or overseas, whether tied up by DCB Bank or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
- “Visa”, means a trademark owned by and normally associated with Visa International.
- “Visa / Plus ATM Network”, means ATMs that honour the Debit Card and that display the Visa / Plus or Electron symbols.
- The Debit Card (“the Card”) is issued by DCB Bank”) having its registered office at 6th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai - 400013 India on the terms and conditions detailed herein.

### **Card Validity and Cardholder Obligations**

- The issue and use of the Card shall be subject to the rules and regulations in force from time to time as issued by the Reserve Bank of India and FEMA 1999. The issue and use shall also be governed by the terms and conditions contained herein and as amended from time to time.
- The Card shall be valid only for transaction options, as permitted by the Bank from time to time in India and abroad, at DCB Bank ATMs and Visa ATMs.
- The Card will be at all times the property of DCB Bank and shall be returned to DCB Bank unconditionally and immediately upon DCB Bank’s request. The Cardholder is requested to ensure that the identity of the Bank’s Officer is established before handing over the Card.
- The Debit Card is not transferable or assignable by the Cardholder under any circumstances.
- You must sign the Card immediately upon receipt. You must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under your personal control at all times.
- The Personal Identification Number (PIN) issued to the Cardholder for use with the Card or any numbers chosen by the Cardholder as a PIN, will be known only to the Cardholder and are for the personal use of the Cardholder and are non-transferable and strictly confidential. A written record of the PIN number should not be kept in any form, place or manner that may facilitate its use by a third party. The PIN should not be disclosed to any third party, either to staff of the Bank or to merchant establishments, under any circumstances or by any means whether voluntary or otherwise.
- The Cardholder’s account will be debited immediately with the amount of any withdrawal, transfer and other transactions effected by the use of the Card. Sometimes the transaction amount and / or

tips, surcharge or exceptional transaction amount would be debited to your account subsequently / at a later date. The Cardholder will maintain sufficient funds in the account to meet any such transactions.

- The Cardholder will be responsible for transactions effected by the use of the card whether authorised by the Cardholder or not, and shall indemnify DCB Bank and/or its associates against any loss or damage caused by any unauthorised 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 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.
- You are requested to note that the Debit Card is valid up to the last day of the month / year indicated. You hereby undertake to destroy the Debit Card when it expires by cutting it into several pieces. Your renewed Debit Card shall be sent to you before the expiry of the Card at the discretion of DCB Bank, upon evaluation of the conduct of your account. DCB Bank reserves the sole right of renewing your Card account on expiry.
- The Cardholder will inform DCB Bank and/or its associates in writing within 15 days from the statement date of any irregularities or discrepancies that exist in the transaction details at an ATM / merchant establishment on the statement of account sent by DCB Bank and/or its associates. If no such notice is received during this time, DCB Bank and/or its associates will assume the correctness of both the transactions and the statement of account.

### **International Usage**

- Utilisation of the Card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of your failure to comply with the same, you are liable for action under the Foreign Exchange Management Act 1999 and may be debarred from holding the Debit Card from DCB Bank either at the instance of DCB Bank or the RBI. You shall indemnify and hold harmless DCB Bank and/or its associates from and against any / all consequences arising from you not complying with Exchange Control Regulations of the RBI.
- The Debit Card is not valid for foreign currency transactions in Nepal and Bhutan (i.e. in any currency that is not the local currency or the Indian Rupee).
- International usage covering overseas transactions would be marked up by 0% of the transaction amount or by any other rate as determined by the Bank from time to time. Please note that the mark-up is not levied by Visa International to the cardholders.
- DCB Bank and/or its associates shall be under no liability whatsoever and shall be deemed to be indemnified in respect of loss or damage arising directly or indirectly out of the decline of a charge caused by the Cardholder having exceeded the foreign exchange entitlements as prescribed by the Reserve Bank of India (RBI) as issued from time to time, on DCB Bank and/or its associates becoming aware of the Cardholder exceeding his entitlements.
- Non-Resident Indians can hold an internationally valid Debit Card, provided all dues arising out of its use in India / overseas are met out of a NRE account held with DCB Bank.
- You undertake not to use the Card for making payment for any illegal purchases i.e. purchases of items / services not permitted by the RBI / any other extant statutory regulations.

## **Merchant Establishment Usage**

- The Card is accepted at all electronic Point-of-Sale terminals at merchant establishments in India and overseas which display the Visa / Visa Electron logo.
- The Card is for electronic use only and will be accepted only at merchant establishments that have an electronic Point-of-Sale swipe terminal. Any usage of the Card at mail order or telephone order transaction will be deemed unauthorised and the Cardholder will be solely responsible for such transactions. Please note that the PIN is required for use of the Debit Card at the electronic Point-of-Sale swipe terminals at merchant establishments.
- You must sign the sales slip and retain your copy of the sales slip whenever the Card is used at merchant establishments. DCB Bank and/or its associates will not furnish copies of the Sales slip. Any sales slip not personally signed by you but which can be proven, as being authorised by you will be deemed to be your liability.
- The Debit Card is accepted at any Visa Card merchant outlets worldwide. DCB Bank and/or its associates will not accept any responsibility for any dealings the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any Visa Card merchant establishment, you should resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to DCB Bank and/or its associates.
- DCB Bank and/or its associates accepts no responsibility for any charges over and above the value / cost of transactions levied by any merchant establishment and debited to your account along with the transaction amount.
- A purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The refund will only be credited to your account (less cancellation charges) as and when it is received from the merchant. If the credit is not posted to your card account within 30 days from the day of refund, you must notify DCB Bank and/or its associates along with a copy of the credit slip from the merchant.
- The Card is not to be used at Hotels during check-in and also at other locations where paying arrangement is done before completion of the purchase transaction or service.
- The Card should not be used for any Mail Order / Phone Purchases and any such usage will be considered as unauthorised.
- The Card should not be used for payment of subscription to foreign magazines / periodicals and any such usage will be considered as unauthorised.
- The Cardholder would be solely liable for all unauthorised acts and transactions.
- Sometimes the transaction amount and / or tips, surcharge or exceptional transaction amount would be debited to your account subsequently / at a later date.
- Kindly ensure that your account is adequately funded to meet the debits pertaining to tips, petrol / railway surcharge or any other exceptional transactions which are debited to your account belatedly.

- The Bank and/or its associates is not responsible if your card is not accepted or if any transaction is declined at POS (member establishment / merchant location) for any reason whatsoever.

### **ATM Usage**

- The Card is accepted at the DCB Bank ATMs and Visa / Plus ATMs worldwide.
- The DCB Debit Card can also be used for cash withdrawal and balance enquiry at any Visa ATM in India and overseas.
- Charges for cash withdrawal / balance enquiry / other transactions at DCB Bank ATMs or any Visa ATMs in India and overseas would be as per the schedule of service charges. For current applicable rate, please refer to the relevant section of this booklet. Please contact your nearest DCB Bank Branch and/or its associates or visit our website for further details.
- For all cash withdrawals, at DCB Bank ATM, any statements / receipts issued by the ATM at the time of withdrawal shall be deemed conclusive, unless verified and intimated otherwise by DCB Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the cardholder.
- DCB Bank and/or its associates will not be liable for any failure to provide any service or to perform any obligation thereunder where such failure is attributable (whether directly or indirectly) to any malfunction of the ATM or the Card, temporary insufficiency of funds, any dispute or the circumstances beyond its control.
- DCB Bank and/or its associates will not be liable for any consequential or indirect loss or damage arising from or related to the loss / use of the Card and related PIN, howsoever caused.
- The availability of ATM services in a country other than that in which the Card was issued is governed by the local regulations in force in the said country. DCB Bank and/or its associates shall not be liable if these services are withdrawn without notice thereof.
- The Bank and/or its associates is not responsible if your card is not accepted or if any transaction is declined at any ATM for any reason whatsoever.

### **Fees**

- Annual fees will be debited to your card account at applicable rate. These fees are not refundable. Charges for other services will be levied to the card account, at prevailing rates.
- Transaction fees for cash withdrawals / balance inquiry and / or other transactions wherever applicable, will be debited to the card account at the time of posting debit entry of the transaction amount or at end of day.
- All charges in foreign currency will be billed in the Cardholder's account statements in Indian Rupees. You hereby authorise DCB Bank and/or its associates and Visa to convert the charges incurred in the foreign currency into the Indian Rupee equivalent thereof at such rates as DCB Bank / Visa may from time to time designate.
- The Charges / fees applicable on the usage of the Debit Card maybe revised / changed by DCB Bank and/or its associates from time to time without prior intimation to the Cardholder(s).

- Any charges / fees appearing in this terms and conditions does not include GSTtax and / or any other cess / taxes as applicable from time to time.

### **Features of the Debit Card**

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

### **Disclosure of information**

- When requested by DCB Bank and/or its associates, you shall provide any information, records or certificate relating to any matters that DCB Bank and/or its associates deems necessary. You will also authorise DCB Bank and/or its associates to verify the veracity of the information furnished by whatever means or from whichever source deemed necessary. If the data is not provided or if incorrect, DCB Bank and/or its associates may at its discretion refuse renewal of the Card or cancel the Card forthwith.
- DCB Bank and/or its associates reserves the right to disclose customer information to any court of competent jurisdiction, quasi-judicial authorities, law enforcement agencies and any other wing of Central Government or State Government.
- DCB Bank and/or its associates reserves the right to disclose, in strict confidence, to other institution, such information concerning the Cardholder's account as may be necessary or appropriate in concerning to its participation in any Electronic Fund Transfer network.
- DCB Bank and/or its associates reserves the right to report to the RBI expenditure undertaken by its Cardholders in foreign currencies to ensure that the permissible entitlements are not exceeded by the Cardholders(s)and that the Foreign Exchange Management Act, 1999 is not contravened.

### **Lost or Stolen Card**

- In the event that the Card is lost or stolen, the occurrence must be reported to DCB Bank Branch and/or its associates or the Helpline immediately by fastest means of communication followed with a written communication. A copy of the acknowledged police complaint must accompany the said written confirmation.
- Should transaction be received by DCB Bank and/or its associates after the Card has been lost or stolen but before receipt of your written confirmation you shall be liable for all amounts debited to the accounts. However, if the loss / theft has been promptly reported in writing and that you acted in good faith and with reasonable care and diligence, then your lost Card liability for purchase transactions will be zero (once the loss is reported in writing). There will be no such coverage provided on cash withdrawals done through ATMs, as such transactions require the use of a PIN, which is confidential and known only to you.
- You hereby undertake to indemnify DCB Bank and/or its associates fully against any liability / (civil or criminal), loss, cost, expenses or damage that may arise due to loss or misuse of the Card in the event that it is lost and not reported to DCB Bank and/or its associates, or lost and misused before DCB Bank and/or its associates is informed. Provided you have in all respects complied with the terms and

conditions, a replacement Card may be issued at the sole discretion of DCB Bank and/or its associates at the applicable fee.

- If it is determined that you were grossly negligent or fraudulent in the handling of the Card, the Bank and/or its associates would not entertain any request for refund / reimbursement of fraudulent usage of the Lost / Stolen card. If any amount is credited to your account based on your representation and / or any information provided by you, the Bank and/or its associates would recover the amount from you without any prior notice. You hereby undertake to indemnify DCB Bank and/or its associates fully against any liability, loss, cost, expenses, damage that may arise due to your negligent or fraudulent handling of the card.
- Should you subsequently recover the Card, it cannot be used. Please destroy the Card by cutting it into several pieces through the magnetic strip.

### **Insurance**

- You acknowledge that the insurance benefit provided on the Card will be available to you as per the terms of the relevant insurance policy in force and only so long as you are and remain an active Cardholder of DCB Bank.
- The Zero Lost Card Liability coverage is provided to Cardholders by HDFC ERGO General Insurance Company Limited (or any other insurance co. with which the Bank may tie-up from time to time) whose terms, conditions and decisions, for which DCB Bank is not liable, will apply.
- You may be asked to submit additional documents, as per the requirements of the case.
- DCB Bank will not be liable for any delayed settlement of the claims.

### **Statements and Records**

- The records of Card transactions will be available on the account statement sent by DCB Bank and/or its associates. Such account statements shall be mailed to the Cardholder on a periodic basis to the e-mail address corresponding to the primary account on record as indicated by the Cardholder. The Cardholder can also get details of his transactions at any time by calling DCB Bank and/or its associates Phone Banking Service or utilising the mini statement facility at the DCB Bank ATMs.
- DCB Bank's and/or its associates record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

### **Disputes**

- In case of purchase transactions, a sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence between DCB Bank and/or its associates and the Cardholder as to the extent of the liability incurred by the Cardholder and DCB Bank and/or its associates shall not be required to ensure that the Cardholder has received the goods purchased / availed of the service to the Cardholder's satisfaction.
- DCB Bank and/or its associates shall make bona fide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with an applicable charge indicated in the account statement or as otherwise determined by the customer within two months of the receipt of notice of disagreement. If after



such effort DCB Bank and/or its associates determines that the charge is correct, then it shall communicate the same to the Cardholder.

- DCB Bank and/or its associates accepts no responsibility for the refusal of any establishment to honour the Card.
- This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Mumbai in India irrespective of whether any other Court may have concurrent jurisdiction in the matter.
- The Cardholder will be liable for all the costs associated with the collection of dues, legal expenses (should it become necessary to refer the matter to any agent), or where legal resources have been utilized in the resolution of a dispute.

- **General**

- You will promptly notify DCB Bank and/or its associates in writing of any change in your employment and / or office and / or residential address and telephone numbers.
- DCB Bank and/or its associates reserves the right to add to, delete or vary any of the terms and conditions. Use of the Debit Card after the date upon which any of these alterations are to take effect will be taken to be evidence of the acceptance, without reservations by the Cardholder of such changes.
- Any notice hereunder sent by post will be deemed to have received by the Cardholder within 7 days from the posting of the notification to the address last given to DCB Bank and/or its associates in writing by the Cardholder. Publication of changes by such means as DCB Bank and/or its associates may consider appropriate will constitute effective notice to the Cardholder thereof.
- If an account holder, by using the Card, draws an amount in excess of the balance available or overdraft limit permitted by DCB Bank and/or its associates, the account holder will pay DCB Bank unconditionally the entire amount overdrawn with interest and penalties, if any, at a rate to be decided by DCB Bank and/or its associates. However, this should not be construed as an agreement, either expressed or implied that DCB Bank and/or its associates is bound to grant any overdraft facility whatsoever.
- DCB Bank and/or its associates makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to Cardholders. DCB Bank and/or its associates will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

### **Termination**

- DCB Bank and/or its associates reserves the rights to cancel / withdraw the Card or any of the other services offered at any time without prior notice and without assigning any reason.
- In the event that the Cardholder decides to close his account with DCB Bank and/or its associates, the Card issued with this account, as the primary account would automatically stand cancelled. The Cardholder must immediately cease to use his /her Card and destroy and return all his /her Cards that are linked to this account. In case of any outstanding Card transactions that have not yet been debited to the account, the same will be netted off from the balance prior to DCB Bank and/or its associates returning his funds to him.
- In the event that the Cardholder decides to terminate the use of the Debit Card, the Cardholder shall give DCB Bank and/or its associates prior notice in writing and forthwith return the Card and any

Cards (if not required) cut into several pieces through the magnetic strip, to DCB Bank and/or its associates. The Cardholder will be responsible for all the Cards 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 and/or its associates has been intimated of the destruction of the Card.

- The Card is the property of DCB Bank and/or its associates and must be returned to an Officer of DCB Bank and/or its associates immediately and unconditionally upon request. Please ensure that the identity of the Bank Officer and/or its associates is established by you before handing over your Card.
- DCB Bank and/or its associates shall be entitled to terminate the Debit Card facility with immediate effect and the Card shall be returned upon the occurrence of any of the following events.
  - i) Failure to comply with the terms and conditions herein set forth.
  - ii) An event of default under an agreement or commitment (contingent or otherwise) entered into with DCB Bank and/or its associates.
  - iii) The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
  - iv) Demise of the Cardholder.
  - v) The Debit Card should be returned to DCB Bank and/or its associates prior to the date upon which any charges are to take effect, in case of the Cardholder's rejection of any of the proposed changes to the features, charge or terms and conditions applicable to the Card.

## **NOTE**

Please note that DCB Bank and/or its associates does not charge the customers any fee at merchant establishments. However, there are certain merchant categories like railways and petrol pumps where there is a surcharge for using a card. The surcharge at petrol pumps is 2.5% of the purchase bill or Rs.10/- whichever is more and at railways an additional Rs. 30/- per transaction. These will be separately debited to your account and will appear as separate entries.

These charges are as presently applicable and are subject to change from time to time. For details, please contact your nearest DCB Bank Branch and/or its associates.

Above charges / fees does not include GST tax and / or any other cess / taxes as applicable from time to time.

## **HELP LINE**

Call us at our Niyo 24-Hour Customer Care at 1860 258 649624 or email at: [global@goNiyo.com](mailto:global@goNiyo.com) or Visit us at [Niyo website: www.goniyo.com/](http://Niyo website: www.goniyo.com/) DCB Bank website : [www.dcbbank.com](http://www.dcbbank.com)

## **COMMON CLAUSES**

### **APPLICABLE TO ALL ACCOUNTS/SERVICES:**

#### **1. Liability:**

a. I agree and undertake to ensure that there would be sufficient funds / cleared balance in my account for effecting transactions. I agree that the Bank and/or its associates shall not be liable for any consequences arising out of non-compliance by the bank and/or its associates of my instructions due to inadequacy of funds and the bank and/or its associates can at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds. The Bank and/or its associates may do the aforesaid without prior approval from or notice to me and I shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby @ Prime Lending rate + 5% p.a. compounded monthly.

b. I agree that the bank and/or its associates shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non availability of any of services / facilities due to technical fault / error or any failure in telecommunication network or any error in any software or hardware systems.

## **2. Disclosure:**

a. I agree that the Bank and/or its associates may disclose, in strict confidence, to other institutions, such personal information as may be reasonably necessary for reasons inclusive of, but not limited to the following:

- i) For participation in any telecommunication or electronic clearing network.
- ii) In compliance with a legal directive.
- iii) For credit rating by recognised credit scoring agencies.
- iv) For fraud prevention purposes and
- v) To credit information bureaus.

I give our consent to the Bank and/or its associates to disclose information provided in the Account Opening Form for the purpose of cross selling by any marketing agent(s) and / or contractors with whom the Bank and/or its associates enters, or has entered into any arrangement in connection with providing of services / products, including without limitation, cross selling of various financial products.

## **4. Governing Law:**

These terms and conditions and / or the operations in the accounts of the customer maintained by the Bank and/or its associates and / or the use of the services provided by the Bank and/or its associates shall be governed by the laws of the Republic of India and no other nation. The customer and the Bank and/or its associates agree to submit to the exclusive Jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions. The Banks and/or its associates accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that any service can be accessed through the internet, mobile or phone by a customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and / or the operations in the said accounts of the customer and/or the use of any of these services.

## **5. General:**

a. The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. I shall not assign this agreement to anybody else. The Bank and/or its associates may subcontract and employ agents to carry out any of its obligations under this contract.

b. I shall keep myself / ourselves aware of the Terms (General and Product Specific) on the website of the Bank and/or its associates. The Bank and/or its associates shall not be obliged to convey and inform to me any changes / updates made therein from time to time.

**Schedule of Charges:** The schedule of charges applicable is provided below:

**International Charges :**

Description of Charges	Niyo global card charges
<b>Joining Charges</b>	₹ 499 plus tax applicable
<b>Reissue of Lost, Stolen Or Damaged Card</b>	₹ 200 per instance plus applicable taxes
<b>Reissue Card PIN</b>	Nil (App. Based service)
<b>International Cash Withdrawal charges*</b>	Nil
<b>Late Payment Fee</b>	Nil
<b>Statement Request charges</b>	Nil
<b>Account closure charges</b>	Nil

\*International ATM withdrawal charges may apply as per the respective overseas bank's policies.

**Charges applicable upon returning to India:**

Description of Charges	Niyo global card charges
<b>Domestic Cash Withdrawal Fee (at DCB Bank ATMs)</b>	Nil
<b>Domestic Cash Withdrawal Fee (at non-DCB Bank ATMs)</b>	2 free withdrawals, followed by ₹20 per transaction plus applicable taxes for future transactions
<b>Domestic Cash Withdrawal Limit</b>	ATM limit depends on the ATM; Card limit is ₹ 50,000/day
<b>Domestic Balance Enquiry Fee (at DCB Bank ATMs)</b>	Nil
<b>Domestic Balance Enquiry Fee (at non-DCB Bank ATMs)</b>	₹ 20 per transaction plus applicable taxes
<b>Statement Request charges</b>	2.5- 3.0% of the transaction value plus applicable taxes

\*\*Note: Taxes as notified by the Government of India, are applicable and payable on all fees, interest and other

charges if any and are subject to change, as per relevant regulations of the Government of India, Reserve Bank of India and/or DCB Bank.

For a complete list of charges for DCB NiYO Global Card, please refer to the DCB NiYO mobile application

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