

## **TERMS AND CONDITIONS**

### **FOR NIYO YES BANK PREPAID CARDS**

The terms and conditions (hereinafter referred to as “**Terms and Conditions**”) mentioned herein is applicable to the usage of the “**Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card**” and required to be agreed to and accepted before its usage. The Terms and Conditions, specified below govern and constitute the entire agreement and/or arrangement between you and YES Bank in relation to the “**Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card**”, as amended from time to time at the at the sole discretion of the YES Bank Limited.

By completing the sign-up process for availing the “**Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card**”, you are deemed to have expressly read, understood and accepted each and every Terms and Conditions mentioned herein. You agree to be bound by all the Terms and Conditions mentioned herein, as may be amended from time to time, at the sole discretion of the YES Bank Limited.

#### **I. DEFINITIONS**

In this Terms and Conditions, unless the contrary intention appears, and/or the context otherwise requires, capitalized terms defined by: (i) inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

- a. “Account” or “Card Account” refers to a prepaid account with an account balance equivalent to amount loaded on such PPI, for the purpose of monitoring the limits available on such PPI.
- b. “Application Form” shall means as the context may permit or require, the GPR Prepaid Card application form submitted by the Customer to YES Bank for the purpose of applying for and/or availing the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card along with all requisite information, particulars, clarifications and declarations, if any, furnished by the Customer from time to time in connection with the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card.
- c. “Business Day” means a day other than a Sunday or Public Holiday as defined under Section 25 of Negotiable Instrument Act, 1881 on which banks are open to transact business of banking.
- d. “Charges” means such levy, costs and charges levied by YES Bank for usage of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, as amended from time to time.
- e. “Customer” or “Holder” shall mean any individual, limited liability partnership firm, partnership, society, company or any other organization or entity under applicable laws, who obtain/purchase PPIs from Bank and use the same for purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments
- f. "Customer Care Centre" refers to Program Phone Banking Service provided by YES Bank for addressing all queries, complaints raised by the Customer or any details or information sought by the Customer in relation to the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card.
- g. “Card Agreement” means the agreement or arrangement letter signed and executed by the Customer with YES Bank for issuance of the Niyo Multi Pocket (GPR/Gift/Meal)

Prepaid Card to its employees/ contractual staff and includes any amendments made thereto from time to time.

- h. "Card" or "YES BANK Niyo Multi Pocket (GPR/Gift/Meal) Card" or Prepaid Instrument (PPI) shall mean a Prepaid Instrument ("PPIs"-Card/wallet) are payment instruments that facilitate purchase of goods and services, including financial services, remittance facilities etc. against the value stored on such instruments as defined in the Master Direction on Issuance and Operation of Prepaid Payment Instruments dated December 29, 2017.
- i. "EDC" or "Electronic Data Capture" means terminal, printer, other peripheral and accessory and necessary software on which the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card can be swiped or used to initiate a transaction.
- j. "Internet Payment Gateway" means the protocol stipulated/to be stipulated by YES Bank authorizing the payments through the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card via internet upon authentication of the Customer.
- k. "KYC" shall mean Know your Customer guidelines adopted by the Bank for the purpose of identification and verification of the Customer, pursuant to the guidelines, circular and notifications, issued by the Reserve Bank of India, from time to time.
- l. "Merchant Establishments" shall mean such physical establishments including but not limited to stores, shops, restaurants, hotels, located in India, which accept GIFT Prepaid Card or Master Card.
- m. "Personal Identification Number (PIN)" is a numeric password which is part of the kit provided to the Customer by YES Bank along with the PPI.
- n. "Payment Channel" shall mean various modes of transactions including but not limited to EDC/ POS terminals/kiosks / Internet Payment Gateway and various other modes as intimated by Yes Bank from time to time.
- o. "POS" or "Point of Sale" means electronic terminals maintained by Merchant Establishments in India at which the Customer can use the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card for the purpose of purchasing the goods and services, including financial services, remittance facilities etc.
- p. "Program" shall mean YES Bank program to offer the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card to the Customer.
- q. "Schedule of Fees/Charges" shall mean the details of fees or charges as may be prescribed by YES Bank from time to time and displayed on its Website, amended from time to time.
- r. "Statement" means a monthly statement of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card transaction available in YES Bank's records setting out the financial transactions that have been carried out or made through the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, along with the balance, if any, in the Card Account.
- s. "Transaction" means any transaction initiated on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card by the Customer at any MasterCard affiliated Merchant Establishment, YES Bank ATMs, other bank's ATMs in India or over the internet.
- t. "Transaction Limit" shall mean the maximum value of purchase that the Customer can make at Merchant Establishment or over the internet directly or indirectly by using the GIFT Prepaid Card on any given day or for such periods as may be stipulated by YES Bank from time to time, provided that in no event shall such amount be more than the amounts transferred to the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card issued to the

- Customer, after deducting the aggregate debits made thereon pursuant to the use of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card by the Customer.
- u. "Website" shall mean the website owned, established and maintained by YES Bank located at the URL: [www.yesbank.in](http://www.yesbank.in) or any modifications or amendments thereto from time to time.
  - v. "YES Bank" shall mean YES Bank Ltd., a banking company within the meaning of the Companies Act 1956 and a banking company within the meaning of section 5 (c) of the banking Regulation Act, 1949, having its registered office at Nehru Centre, 9th Floor, Discovery of India, Dr A B Road, Worli, Mumbai 400 018.
  - w. "Cash Limit" shall mean the maximum amount of cash that the Customer can withdraw by using only the **GPR Pocket in the Prepaid Card** on any given day or for such periods as may be stipulated by YES Bank from time to time, provided that in no event shall such amount be more than the amounts transferred to the **GPR Pocket in the Prepaid Card** issued to the Customer, after deducting the aggregate debits made thereon pursuant to the use of the **GPR Pocket in the Prepaid Card** by the Customer.

## II. INTERPRETATIONS

In these Terms and Conditions, unless the contrary intention appears:

- a. a reference to an "amendment" includes a supplement, modification, novation, replacement or reenactment and "amended" is to be construed accordingly;
- b. an "authorization" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- c. "law" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by or interpretation of any of the foregoing by any judicial authority, whether in effect as of the date of signing/submission of the Application Form or thereafter, and each as amended from time to time.
- d. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the YES BANK, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.
- e. the singular includes the plural and vice versa;
- f. the headings in these Terms and Conditions are inserted for convenience of reference only
- g. reference to the words "include" or "including" shall be construed without limitation;
- h. reference to a gender shall include reference to the female, male and neuter genders;
- i. all approvals, permissions, consents or acceptance required from YES Bank for any matter shall require the prior written approval, permission, consent or acceptance of YES Bank;
- j. in the event of any disagreement or dispute between YES Bank and the Customer regarding the materiality of any matter including any event, occurrence, circumstance,

change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of YES Bank as to the materiality of any of the foregoing shall be final and binding on the Customer.

### III. APPLICABILITY OF TERMS AND CONDITIONS

- a. These Terms and Conditions along with the General Terms and Conditions cumulatively form the entire contract between the Customer and YES Bank for usage of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card.
- b. The Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card shall be issued by YES Bank, subject to the Customer fulfilling the eligibility criteria as stipulated by YES Bank, from time to time.
- c. The Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card shall not be transferable to other individual or party
- d. The maximum credit balance which can be uploaded per month on the
  - i. **GPR Pocket** shall be **limited to INR 1,00,000/-** (Rupees One lac Only) or as prescribed by regulator from time to time.
  - ii. **GIFT Pocket** shall be **limited to INR 4999/-** (Rupees four thousand nine hundred and ninety nine only) or as prescribed by regulator from time to time.
  - iii. Upon completion of minimum KYC, the maximum credit balance which can be uploaded on the **MEAL Pocket** shall be **limited to INR 10,000/-** (Rupees Ten Thousand Only). Upon fulfillment of full KYC, customer will be able to avail full limit as prescribed by regulator from time to time.
- e. The Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card shall be valid only within the territory of India and for transactions in Indian Rupees only. The Niyu Multi Pocket (GPR/Gift/Meal) Card cannot be used outside the territory of India or for any transactions denominated in foreign currency.
- f. The Niyu Yes Bank Multi Pocket (GPR/Gift/Meal) Prepaid Card is the exclusive property of YES Bank.
- g. The Customer shall be required sign on the reverse side of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card immediately upon its receipt. YES Bank reserves the right to reject or cancel any Transaction in absence of the signature or mismatch of the signature, without further notice or intimation to the Customer.
- h. The Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card can be used at the Automated Teller Machines ("ATMs") for withdrawal of cash by the Customer within the credit limit specified for the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card. These are open loop cards and can be used for cash withdrawal at ATM.
- i. YES Bank shall not be liable to pay any interest on any balance maintained in the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card at any point in time.
- j. YES Bank will inform or intimate the Customer 45 days prior to the expiry of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card through SMS on the registered mobile number of the Customer. Customer needs to utilize the entire credit balance available on the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card prior to the expiry of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card. In case the Customer does not utilize the credit balance available on the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card within the validity period, the Customer can approach YES Bank for refund/transfer of outstanding balance to the account maintained with YES Bank or any other bank account of the Customer. In case the Customer does not approach YES Bank within a specified period,

the outstanding credit balance available on the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card will be transferred to a Fund in compliance with the regulatory guidelines.

#### **IV. ISSUANCE AND USAGE OF THE CARD**

- a. The Customer unconditionally and irrevocably authorizes YES Bank to deliver and handover the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card to the Customer or the entity which will distribute it to the Customer(s). YES Bank shall not be liable or responsible for any act or omission on the part of the entity, in connection with the delivery of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card to the Customer.
- b. YES Bank and the Merchant Establishments, reserves the right to refuse the acceptance of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card at any time for any reasons whatsoever, without any prior intimation to the Customer.
- c. The Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card shall be used only for bonafide personal or official purposes. It is clarified that charges incurred may, in case of certain Merchant Establishments, include a charge for availing certain additional service or other facility being provided by such Merchant Establishments.
- d. The Customer shall sign and retain all the charge slips generated for each of the Transaction consummated at a Merchant Establishment. YES Bank shall not be obliged to provide copies of the charge slips or transaction slips to the Customer. Any such request by the Customer will be at the sole discretion of YES Bank and provided such requests have been made by the Customer within forty-five (45) days from the date of the Transaction. The Customer agrees that YES Bank shall be entitled to charge additional cost or charge for providing copies of the charge or transaction slips
- e. Any charge or cost levied by the Merchant Establishment in relation to any Transaction, shall be directly settled by the Customer with the Merchant Establishment. YES Bank shall not be liable or responsible, *either directly or indirectly*, for any act or omission on the part of the Master Merchant or the charges or cost levied by them in relation to the Transaction.
- f. All refunds and adjustments due to any Merchant Establishments on account of device error or communication link will be processed manually and the Card Account will be credited after due verification by YES Bank pursuant to the applicable rules, regulation and internal policy of YES Bank. The Customer agrees that any subsequent Transactions will be accepted or honored only basis the available credit balance in the Card Account(s) without taking into account any disputed amount under consideration by YES Bank. The Customer shall unconditionally keep YES Bank indemnified against any loss or damage caused to YES Bank on account of dishonoring the payment instructions as a result of insufficient funds in the Card Account. The Customer agrees that YES Bank shall be entitled to deduct the amount of such loss or damaged caused to YES Bank directly from the Card Account.
- g. The Customer acknowledges that all refunds in case of failed, returned, rejected or cancelled Transactions done by the Customer using any other payment instrument cannot be credited in the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card.
- h. The Card Member undertakes to act in good faith at all times in relation to all dealings in relation to the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card. The Customer accepts full responsibility for any illegal or wrongful use of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card in contravention to the Terms and Conditions contained herein and, undertakes and agrees to indemnify YES Bank against any loss, damage, interest,

conversion, any other financial charge that YES Bank may incur and/or suffer, whether directly or indirectly, as a result of the Customer committing any violations of the Terms and Conditions contained herein.

- i. The Customer agrees that he/she will not use the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card for making payment(s) of any goods and services, which is illegal under the Applicable laws. The Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card cannot be used for making purchases of prohibited or contraband products or services, e.g. lottery tickets, banned or prohibited magazines, participation in sweepstakes, purchase of bitcoins, payment for call-back services, etc.
- j. The Customer hereby acknowledges and agrees that the following:
  - i. GIFT Prepaid Cards **cannot be reloaded**.
  - ii. MEAL Prepaid Card **can be reloaded** as per the request placed by the corporate.
  - iii. GPR Prepaid Card shall loaded or reloaded as per limit as prescribed by regulator from time to time.
- k. The Customer hereby acknowledges and agrees that if there are no Transaction for a consecutive period of one (1) year on the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card, subject to validity of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card, the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card shall be made inactive by YES Bank after sending a notice to the Customer. The Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card can only be reactivated by YES Bank after validations and requisite due diligence, as stipulated by YES Bank, from time to time.
- l. The Customer hereby agrees to receive SMS or emailing alerts from YES Bank for all Transactions done using the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card. The SMS or emailing alerts from YES Bank shall stipulate debit and credit Transactions, balance available or remaining on the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card or such other information or details as stipulated by YES Bank, from time to time.
- m. The Customer agrees and confirms that the Personal Identification Number ("PIN") shall under no circumstances should be revealed by the Customer to any relative or family members or third party. The Customer shall be solely responsible and liable for the consequences arising out of such unauthorized disclosure of PIN and/or unauthorized usage of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card. The Customer disclaims all responsibility and liability of YES Bank arising out of or in connection with the unauthorized usage of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card and/or any loss or damage, whether direct or indirect, incurred by YES Bank as a result of such misuse. If the Customer forgets or misplaces the PIN, the Customer should make an application in writing or contact the Customer Care Centre for a new PIN immediately. The new PIN will be sent to the Customer's registered email address, provided to or available with the YES Bank.
- n. The Customer agrees that YES 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 services.
- o. The Customer shall have access to Frequently Asked Questions ("FAQ") as uploaded by YES Bank on its Website, from time to time.

## V. BREACH

- a. In the event of any breach of these Terms and conditions by the Customer, YES Bank shall have the sole right to forthwith cancel or terminate the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, without any further claim, demand or dispute upon YES Bank.
- b. The Customer undertakes and agrees to indemnify YES Bank against any loss, damage, claim, penalty, cost, charges or expenses (*including legal counsel fees*) that YES Bank may incur and/or suffer, *whether directly or indirectly*, as a result of the Customer committing any breach of the Terms and Conditions contained herein.

## VI. TERM & TERMINATION

- a. The validity of the various Prepaid Cards are as follows:
  - i. Niyo YES Bank Multi pocket Prepaid Card shall be valid for a period of **three (3) years** from date of printing or until the expiry date printed on the face of the GPR Prepaid Card.
- b. The Customer agrees and undertakes to destroy the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card upon its expiry to prevent any third party from using it.
- c. The Customer may at any point of time, request for termination of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, by giving a prior written notice of thirty (30) days to YES Bank, save and except, upon request by the Customer for hot listing or blocking the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, in which case the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card shall be terminated and/or cancelled with immediate effect.
- d. The Customer understands that such notice will not take effect until the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card has been defaced by cutting off the top right-hand corner, ensuring that both the hologram and the magnetic strip have been cut and has been destroyed or received by YES Bank. The Customer agrees that the Customer shall continue to be liable for any Charges incurred on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card prior to the termination of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, irrespective of the fact whether the Customer has or claims to have destroyed the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card.
- e. YES BANK may at its sole discretion terminate the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card
  - i. In the event the Customer is declared insolvent or death of the Customer
  - ii. In the event of the Customer committing breach of any of the terms, conditions, stipulations or its obligations under these “Terms and Conditions”
  - iii. In the event of any restriction imposed on the Customer by an Order of a competent Court or Order issued by any regulatory or statutory authority in India or any investigating agency.
  - iv. In the event the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card Program becomes illegal under the applicable laws, rules, and guidelines or circular.
  - v. In the event the entire Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card Program is terminated.
- f. YES Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card and/or terminate the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card at any time without giving any notice or assigning any reason thereof. In case of a temporary withdrawal, the privileges attached to the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card shall be

- reinstated by YES Bank at its sole discretion. In case of a permanent withdrawal, YES Bank has a right to cancel the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card permanently. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all benefits, privileges and services attached to the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card. The Customer agrees that in the event of temporary or permanent withdrawal of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card, the Customer shall continue to be fully liable for all Charges incurred on the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card prior to such withdrawal, together with all other applicable Charges thereon, unless otherwise specified by YES Bank.
- g. If YES Bank temporarily or permanently, withdraw the privileges or terminates the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card, YES Bank will on best effort basis, promptly notify the Customer. YES Bank shall not be held liable or responsible for any such delays or laches in receipt of such notification.
  - h. Upon termination of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card as stated above, the balance amount, if any lying in the Card Account shall be refunded to the Customer subject to the payment of applicable charges by way of Pay Order / Demand Draft drawn in favor of the Customer and receipt of written request from the Customer. Customer to submit request with Yes Bank for refund of the balance amount

## **VII. NOTICES**

- a. Any notice to be given by YES Bank hereunder shall be deemed to have been received by the Customer, within seven (7) days from the date of the notice or email sent by YES Bank at the registered email or mailing address provided to or available with YES Bank.
- b. Any notice to be given by the Customer hereunder shall be deemed to have been received by YES Bank only upon acknowledgement of receipt of such notice by YES Bank at its Corporate Office Address at 22nd Floor, Indiabulls Financial Centre, Senapati Bapat Marg, Elphinstone (W), Mumbai - 400013.
- c. Any notice or communication from the Customer hereunder shall not be binding on YES Bank unless the same is in writing and shall have been served and acknowledged by YES Bank or if by registered post, acknowledgement card.

## **VIII. CHARGES**

- a. Charges shall include:
  - i. Any fees charged by YES Bank in respect of the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card, including replacement, renewal, handling and other fees, if any. These fees are non-refundable, non-transferrable and non-assignable in nature.
- b. Service Charges on specific types of Transactions. The method of computation of such Charges will be as notified by YES Bank from time to time on its website: [www.yesbank.in](http://www.yesbank.in) & [www.goNiyu.com](http://www.goNiyu.com) or in any other manner as decided by YES Bank.
- c. All Charges, in the absence of manifest error, shall be final and binding on the Customer and shall be conclusive in nature.
- d. All statutory taxes, goods and service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Niyu Multi Pocket (GPR/Gift/Meal) Prepaid Card, will be borne by the Customer.

## **IX. CASH WITHDRAWAL**



- a. As per regulatory guidelines, cash withdrawal is not permitted in Meal and Gift Prepaid Cards /pocket
- b. The Customer can use the GPR Prepaid Card / pocket to access emergency cash withdrawal from YES Bank ATM's and ATM's of member bank. However, the total amount that which may be withdrawn at any point of time, shall not exceed the available balance in the GPR Prepaid Card or such limits as stipulated by the Reserve Bank of India from time to time.

**X. LOST, STOLEN OR MISUSED Niyo Multi Pocket (GPR/Gift/Meal) PREPAID CARD:**

- a. If the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card is lost or stolen, the Customer must immediately report such loss or theft to Customer Care Centre and request for immediate suspension of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card.
- b. The Customer acknowledges that once the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card is reported lost, stolen or damaged, such Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card cannot be used again, even if found subsequently.
- c. The Customer is responsible for the security of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card and shall take all steps towards ensuring that the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card is not misused. In the event YES Bank determines or receives any information that the Customer has neglected or refused or failed to take steps as indicated above, in case of loss, theft or destruction of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, YES Bank reserves the sole right to cancel or terminate such Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card.
- d. No liability shall accrue upon the Customer for any unauthorized transactions done on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, after such Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card has been reported lost, stolen or damaged by the Customer. All liabilities accrued on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, post reporting by the Customer shall be borne by YES Bank. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, post reporting of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card being lost, stolen or misused, all decisions of YES Bank shall be final and binding on the Customer.

**XI. EXCLUSION OF LIABILITY**

Without prejudice to the foregoing, YES Bank shall be under no liability or responsibility to the Customer or any third party, in respect of any loss or damage arising, directly or indirectly out of:

- a. any defect in any goods or services supplied
- b. any disputes regarding the quality, value warranty, delay of delivery, non-delivery, non-receipt of any goods or services;
- c. the refusal of any person to honor or accept the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card
- d. nonfunctioning of Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card in the desired manner for whatsoever reason, or if the ATM is not functioning due whatsoever reasons
- e. the malfunction of any computer terminal
- f. Any Force Majeure events
- g. transfer of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card to any third party.
- h. Termination of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card by the Customer.

- i. Any loss or damage caused to the Customer alleged to have been caused by the repossession of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card by YES Bank.
- j. Any discrepancy between the amount allocated to a Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card upon receipt of instructions in this regard from the Customer.
- k. Any reversals done on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card on request of the Customer.

## **XII. DISPUTED TRANSACTIONS**

- a. Any charge or Transaction slip or other payment requisition received by YES Bank for payment shall be conclusive proof of such Charge, unless the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card is lost, stolen or fraudulently misused and evidenced by the Customer.
- b. All disputed Transactions in relation to the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card shall be required to be raised with the Customer Care Centre maintained by YES Bank, within fifteen (15) days from the date of the disputed transaction. The Customer acknowledges that any request, after 15 days from the date of the disputed transaction shall not be accepted by YES Bank.

## **XIII. QUALITY OF GOODS AND SERVICES**

Any dispute with or complaint against any Merchant Establishment regarding any goods purchased or services availed must be directly resolved by the Customer with the Merchant Establishment.

## **XIV. DISCLOSURES**

- a. The Customer acknowledges and consents to sharing of information pertaining to the Customer and the usage of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card with any other banks or financial or statutory or regulatory authorities.
- b. The Customer acknowledges and agrees that YES Bank may report to any other banks or financial or statutory or regulatory authorities any Customer delinquencies and/or the usage of the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card. YES Bank shall not be obliged to disclose the details of such banks or financial or statutory or regulatory authorities to the Customer, including the extent of such disclosure
- c. The Customer hereby authorizes YES Bank and its agents to exchange, share or part with all the information relating to the Customer's details and payment history with YES Bank's group companies or Affiliates.

## **XV. GOVERNING LAW AND JURISDICTION**

All disputes arising in relation to these Terms and Conditions shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai

## **XVI. CHANGING THESE TERMS AND CONDITIONS**

- a. YES Bank reserves the sole right to change, these Terms and conditions, features and benefits offered on the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card, including but not limited to interest charges or rates and methods of calculation.
- b. YES BANK shall communicate the amended Terms and Conditions by hosting them on its website, [www.Yesbank.in](http://www.Yesbank.in) & [www.goNiyo.com](http://www.goNiyo.com) or in any other manner as decided by YES Bank.
- c. The Customer shall be responsible for reviewing these Terms and Conditions, including amendments thereto as may be posted on the YES Bank website: [www.yesbank.in](http://www.yesbank.in) &

[www.goNiyo.com](http://www.goNiyo.com) and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card.

**XVII. SCHEDULE OF CHARGES**

<b>Card Type</b>	<b>Multi Pocket Card</b>
Card Issuance	Rs 200 + Taxes
ATM Cash Withdrawal	Rs 20 + Taxes
ATM Balance Enquiry	Rs 8 + Taxes
Annual Fees	Rs 200 + Taxes
Card Replacement	Rs 100 + Taxes

Nothing contained herein shall, however, prevent YES Bank from deducting tax deductible at source as required under the Applicable Laws, from any Transaction through the GPR Prepaid Card.

**XVIII. CUSTOMER GRIEVANCE REDRESSAL**

- a. In the event of any dispute or grievance in relation to the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card and/or these Terms and Conditions, the Customer may contact the YES Bank 24 hours Customer Care number at **1800 3000 1113** or Email: [Niyopay.support@yesbank.in](mailto:Niyopay.support@yesbank.in).
- b. In the event the dispute or grievance in relation to the Niyo Multi Pocket (GPR/Gift/Meal) Prepaid Card and/or these Terms and Conditions is not adequately address or resolved by the YES Bank Customer Care, the Customer may approach the YES Bank Nodal Officer details of which can be found on website of Yes Bank.
- c. YES Bank agrees that all complaints, disputes or grievances raised by the Customer shall be addressed and/or resolved in a time bound manner.
- d. The Customer may at any time approach the Banking Ombudsman for their grievance redressal.