



Tamilnad Mercantile Bank Ltd

Be a step ahead of life

TMB Credit Card

Form No. 268 A

To be forwarded to REGIONAL OFFICE

BRANCH CODE

Principal Card No.

1st Add on Card No.

2nd Add-on Card No.

Personal Card

Application Form

Titanium Card/Platinum Card (Secured) **To be filled in by the principal applicant**

For priority processing of your application, please complete all sections in BLOCK LETTERS wherever appropriate and write N.A. if not applicable

Customer ID Charge Account Number

Card Limit

I. PERSONAL PARTICULARS

Full Name First Name Middle Name Last Name

Mr. / Mrs. / Miss

Name to be embossed on the card (Write Legibly) Resident / Non Resident

Principal Card

Sex : Male Female

Date of Birth :

Marital Status : Married Single

Educational Qualification :

Professional Graduate

Diploma Under Graduate

S/o, W/o, D/o

Mother's Name

No. of dependants

Your present residential (current) address (Please mention a landmark near your residence)

City PIN

State Country

Tel. No. (With STD code)

Mobile Landmark

Email

You have lived in this address for the past..... years months

Your present residence is : Self Owned Company provided Rented Parent Owned other

Live with : Spouse / Parent / Individual

Enclose Res. Phone Bill Electricity Bill House Tax Receipt Others specify

Permanent Resident address (please use BLOCK LETTERS only)

City PIN

State Country

Tel. No. (With STD code)

Vehicle : Four-Wheeler (owned) Four-Wheeler (Company provided)

Vehicle Make : Regn. No.

Driving Licence No.

Please give us the name of a relative/friend in your city as reference who does not stay with you

Tel. No. (With STD code)

II. OCCUPATION PARTICULARS

Your present office address

City PIN

State Country

Tel. No. (With STD code)

Fax E-mail :

Designation: Department :

No. of years in current employment :

Staff (Yes/No) Date of Joining

Mail to - Permanent / Present / Office Address

Your previous employment details:

Company Name

City

No. of years at previous job

You are Salaried Self-employed Retired

If salaried, you work in Govt./Public Sector Multinational Public Ltd.Co. Pvt Ltd.Co. Others

If self-employed, your profession is

CA Engineer Architech Lawyer Business

Doctor Teacher Consultant Journalist Others

If self-employed, please mention annual turnover : Rs. in '000

Ownership stake : Solely owned Owing 50% or more Partly owned but less that 50% stake

Capital Investment : No. of employees No. of years in Business :

III. BANK REFERENCE

BRANCH

A/c. No.

Deposit held ₹..... Credit limit enjoyed ₹.....

Nature of a/c: Saving account Current account Others. Number of years account held for :

Please recover the bill amount and applicable other charges from my above a/c with TMB

IV. FINANCIAL PARTICULARS (Rs. IN 000'S)

PAN No. _____ Spouse employment details : _____

Gross Annual Income : _____ Company : _____

Spouse name _____ Spouse gross annual Income ₹.: _____

V. EXISTING CREDIT CARD DETAILS

Credit Card Number Expiry Date

1.

2.

VI. DETAILS OF PROPERTIES OWNED

House (with loan) House (without loan) Land

Approximate value in ₹

VII. (A) FOR ADD-ON CARD ONLY FOR MAJOR MEMBERS VII. (B) FOR ADD-ON CARD ONLY FOR MAJOR MEMBERS

You would like to have an ADD ON Card for your
 Spouse Father Mother Son Daughter Brother Sister

Full Name :

ADD ON Card applications name as you would like to appear on the card

Date of Birth : Male Female

Mother Name :

Mobile Number :

You would like to have an ADD ON Card for your
 Spouse Father Mother Son Daughter Brother Sister

Full Name :

ADD ON Card applications name as you would like to appear on the card

Date of Birth : Male Female

Mother Name :

Mobile Number :

PLEASE NOTE: PLEASE ATTACH RELEVANT INCOME RELATED DOCUMENTS. DO NOT SEND ANY MONEY / CHEQUE WITH YOUR APPLICATION. YOUR CARD FEES WILL BE CHARGED TO YOUR CARD ACCOUNT. THE BANK RESERVES THE RIGHT TO PROVIDE THE APPLICANT WITH A CARD BASED ON INFORMATION AVAILABLE TO THE BANK AND THE BANKS ASSESSMENT OF CREDIT RATING. THIS APPLICATION FORM DOES NOT CONSTITUTE OFFER FOR THE CARD BUT IS ONLY AN INVITATION. THE BANK RESERVES THE RIGHT TO REJECT THIS APPLICATION WITHOUT PROVIDING ANY REASON.

DECLARATION

I/We hereby apply for issue of a credit card. I/We confirm that the information contained in this application is true and correct. I / We authorise TMB to verify any information contained in this application from any source whatsoever at their sole discretion and also to exchange/share, part with all information relating to my/our Credit card (including Add-on Cards) details and payment history to other banks, financial institutions. Credit Card companies, Credit bureaus/agencies, Statutory authorities. Govt. departments and other agencies may be required and shall not hold TMB liable for use and/or parting with this information.

I/We have read the Terms and Conditions applicable to Credit Card printed overleaf and accept the same. I/ We agree to be bound by the Credit Card Terms and Conditions as may be in force from time to time. It is my/our responsibility to obtain the Credit Card Terms and Conditions and I/We an/are estopped to claim otherwise. I/ We further agree that the Bank may use my/our name and address for marketing/merchandising offers between TMB and other Companies institutions.

I/ We accept that TMB reserves the right to reject this application without assigning any reason.

I/ We undertake to pay the TMB all due for usage of this Card / Add-on Cards.

I/ We as the applicant of the Principal Card shall be liable for all charges incurred on the Principal Card and additional Cards on my/our account. The Add-on Card member shall be jointly and severally liable for all charges including fee of any nature incurred on this Additional Card issued to him/her.

Date : Place :

Please affix photo. Not with stapler pins or Gem-clips

Applicant

Signature of the applicant
(In Black Ink)

Please affix photo. Not with stapler pins or Gem-clips

1st Add on Applicant

Signature of the 1st Add on applicant
(In Black Ink)

Please affix photo. Not with stapler pins or Gem-clips

2nd Add on Applicant

Signature of the 2nd Add on applicant
(In Black Ink)

FOR BRANCH USE

Recommended to issue of TMB Credit card

to Mr./Mrs. with 1/2 add on card(s)

to Mr./Mrs. and

to Mr./Mrs.

Signature of the Branch Official with seal

Name :

P.A. Number Branch Date

Mobilised by :

Special Remarks

if staff, the employee No. Date of Joining

Present Designation..... Branch / Office

We certify that (i) No disciplinary action pending/Initiated/contemplated (ii) No instance of return of cheques for financial reasons exists

Santioned :

Signature of the Regional Manager with seal

Name :

Region : Date

TERMS & CONDITIONS (TMB CREDIT CARD)

Admission Fees/Membership Fees

The Admission Fee will be payable by the Card holder, apart from the membership fee per card for three years and the initial fee is levied at the time of issue. The renewal fee will be payable in advance before the expiry date. The add-on membership fee per member is for three years. The fees will be collected by the Bank by directly debiting / billing the cardholders account. The fee is subject to revision from time to time by giving prior notice.

1. DEFINITIONS

- 1.01 "The Bank" means Tamilnad Mercantile Bank Ltd., (TMB) and its affiliates, successors and assigns.
- 1.02 "Applicant" means a person who has applied for the Card by signing the application form.
- 1.03 "Card" means a Credit Card or Charge Card issued by the Bank whether under the tieup with Master Card International / VISA International / and any other Credit / Charge Card.
- 1.04 "Card Account / Add-on Card Account" means an account opened and maintained by the Bank of the Cardholder.
- 1.05 "Cardholder" means a person holding a valid card and shall include the principal Cardholder as well as an add-on Cardholder.
- 1.06 "Add-on Card" holder means a person to whom a card is issued as per the instruction of the Principal Cardholder.
- 1.07 "Branch Billing Card" means a Card issued to a Cardholder charges on which are debited to the Cardholders Savings, Current, Overdraft a/c etc maintained by the Cardholder at a branch of the Bank and so designated by the Cardholder for this purpose.
- 1.08 "Direct Billing Card" means a Card issued to a Cardholder wherein the Cardholder has to make payment of the bill for his usages on his own on or before the due date.
- 1.09 "Cash limit" means the maximum amount at cash or equivalent of cash as defined in or prescribed by TMB that the Cardholder can withdraw on his Card account. Cash limit forms a subset of the Cardholders credit limit i.e spending limit.
- 1.10 "Charges" mean all amount charged to the Card account under these terms and conditions including but not limited to purchase of goods, services or cash advances by use of the card or a card number, entrance fee, annual membership fee, service charges, finance charges, cash advance commission, cash accommodation fee, petrol commission, service taxes and other taxes etc.
- 1.11 "Charge Card" means a Card the charges on which are payable by the Cardholder in full on or before the due date of the monthly statement either by debit to a charge account or otherwise.
- 1.12 "Charge Account" means the current / savings deposit / overdraft or other advance account maintained by the Cardholder / applicant with the Bank and designated by the Cardholder / applicant to which all the charges payable by the Cardholder are to be debited.
- 1.13 "Charge Slip" means and includes a paper record or electronic record such as form sets, sales slips, terminal receipts and record of charges, evidencing purchase of goods or services by a Cardholder from a Merchant using a card.
- 1.14 "Concerned Branch" means the branch office of the Bank at which the charge account of the Cardholder is maintained.
- 1.15 "Credit Card" means a Card, which gives an option to the Cardholder to pay the charges in full on or before the due date or to pay minimum amount as set out in the statement on or before the due date of the Card statement and carry forward the balance by payment of such amount of interest transactions or other charges as stipulated by the Bank from time to time.
- 1.16 "Merchant Establishment" means any company, establishment, firm or person, wherever located which is designated as a VISA / Master Card merchant and/or with whom there is an arrangement for a Cardholder to obtain goods, services or cash advance by use of the Card or Card number and includes any establishment displaying the VISA / Master Card symbol which appears on the face of the Card and also includes Automated Teller Machines (ATMs).
- 1.17 "Minimum Amount Due" or "MAD" means the amount stated as such in the Statement.
- 1.18 "Payment Due Date" means the date every month, on which the payment in respect of the charges incurred by usage of the Card by the Cardholder falls due as communicated through the Statement.
- 1.19 "Person" means an individual, corporation, firm, company, institution, or other natural or legal person.
- 1.20 "Principal Cardholder" means the person to whom and at whose request a card is issued by the Bank.
- 1.21 "Spending Limit" means the credit limit assigned by the Bank to the Cardholder.
- 1.22. "Service Provider" means and also includes the Bank, VISA, Master Card or Rupay platforms for the valid usage of the card by the card holder.

1.23 "Statement" means a monthly / fortnightly statement of account sent by the Bank to a Cardholder and any add-on Cardholder in respect of the Card account.

1.24 "Total Amount Due" or "TAD" means is the amount stated as such in the statement.

2. USAGE OF THE CARD

2.01 The Cardholder shall be deemed to have unconditionally agreed to be bound by these terms and conditions by acknowledging receipt of the Card by signing on the reverse of the Card or by incurring a charge on the card if the Cardholder does not wish to be bound by these terms and conditions then he / she must cut the Card half diagonally and return it to the concerned Branch.

2.02 The Bank and Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Card at the Merchant Establishment for any reason for whatsoever. The Card shall be used only for bonafide personal or official purpose and its use is not permitted to be exploited commercially in the business of the Cardholder. It is clarified that charges incurred may in case of some Merchant Establishment include a charge for the availing of the service or other facility.

2.03 The Card is valid up to the last day of the month of the year indicated on the face of the Card unless cancelled earlier upon expiry or earlier cancellation, the Card may be renewed or reinstated at the sole discretion of the Bank.

2.04 The Bank, may based on a Cardholders written request and its sole discretion, issue Add-on Cards to Individuals nominated by the Cardholder.

2.05 The Cardholder must promptly notify the concerned branch in writing of any change in address (office or home) or any other material information already furnished by him / her / company with supporting valid proof.

2.06 The Card must be signed by the Cardholder immediately upon receipt and shall be used (i) by the Cardholder only (ii) subject to the terms and conditions of this Cardholder agreement and subsequent modifications made by the Bank from time and time. The Bank shall be entitled from time to time to impose / vary the spending limit whether in amount or otherwise on the use of the Card with or without notice.

2.07 The Principal Cardholder shall be fully liable to the Bank for all charges on his / her Card and also for those incurred by add-on Cardholders. The add-on Cardholder shall also along with Principal Cardholder be jointly and severally liable to the Bank for all Charges, even though the add-on Cards were issued at the request of the Principal Cardholder. The Cardholder alone shall use the Card and will not allow any other person to use it on his or her behalf nor shall the Card be handed over or transferred to any one else. The Cardholder agrees that he / she shall not incur any liability when he / she has neither the intention nor the means to discharge the liabilities in accordance with the terms laid down in the Cardholder agreement. The Principal Cardholder may at anytime request cancellation of any Add-on Card but will continue to remain liable for any charges on such Add-on Card(s). While each add-on Cardholder will have his / her own independent usage, the expenses shall be charged to the Principal Cardholder's account.

2.08 The Cardholder must collect the original bill and must sign and collect the Charge slip, Cash advance slip or mail order coupon at the time of incurring the charge. Failure to sign a charge slip will not avoid liability for the charges. The Cardholder must retain his own copy of the charge slips. Copies of charge slips will not normally be provided by the Bank. However, at discretion and upon request of the Cardholder, the Bank may provide copy thereof subject to an additional charge at the discretion of the Bank.

2.09 With respect to charges on account of mail order or telephone order or electronic commerce (e.g. internet) where a charge slip or voucher may not be available for signature, the Cardholder accepts that in the event of any dispute regarding the authenticity or validity of such a charge, the Cardholder will first clear his / her outstanding on the Card account and then endeavor to resolve the disputed directly with the merchant.

2.10 The Cardholder will be assigned a spending limit for use of his / her Card. At any given time, the outstanding in the Card account should not exceed this limit except in the case where prior approval is obtained from the Bank for such usage over the spending limit. Notwithstanding the spending limit, the Cardholder shall be liable for all usages / charges made under the Card.

2.11 International Usage

- Utilization of the Card must be in strict accordance with the Exchange Control Regulations of the Reserve Bank of India (RBI). In the event of the Card holder's failure to comply with the same, he is liable for action under the Foreign Exchange Management Act 1999 and may be debarred from holding the Credit Card from TMB either at

the instance of TMB or the RBI or any other authority. The Cardholder shall indemnify and hold harmless TMB from and against any / all consequences arising from the cardholder not complying with Exchange Control Regulations of the RBI or any other such regulations prevailing from time to time.

- The Credit 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)
- TMB shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a loss or damages arising directly or indirectly out of the decline of a charge caused by the Cardholder having exceeded the foreign exchange entitlements as prescribed by Reserve Bank of India (RBI) as issued from time to time on TMB becoming aware of the Cardholder exceeding his entitlements.
- The Cardholder undertake not to use the Card for making payment for any illegal purchases i.e. Purchases of items / services not permitted by the RBI as per extant regulations.
- I / We undertake not to use my / our TMB Credit Card for payment for overseas FOREX trading and / or any transactions not permitted by the Reserve Bank of India (RBI) from time to time. I / We understand that I / We would be liable to be proceeded against with for contravention of the Foreign Exchange Management Act (FEMA), 1999 and my Credit Card may be deactivated / closed by the Bank without any prior notice.

3. MERCHANT TRANSACTIONS

3.01 Use of the Card at Merchant Establishments will be limited by the spending limit assigned to each Card Account by the Bank. In case of Add-on Cards issued by the Bank, the extent of use of all Cards will be limited by the Principal Card Account spending limit.

3.02 Any charge slip or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the use of the Card by the Cardholder if the Cardholder choose to disagree with a Charge indicated in the monthly statement of account the same should be communicated to the Bank within 20 (twenty) days of the statement date, failing which it would be construed that all charges and the monthly statement of account are entirely in order and the Bank shall be relieved of any liability to prove the transaction. However Bank shall be within its right to recover any amounts with interest at applicable rates in the event it is found that any purchase / withdrawal has not been debited to the Cardholder meant to be paid by the Cardholder.

3.03 The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardholder should notify the Bank of this complaint immediately to the concerned branch. The Bank is not responsible or liable for any defect or deficiency in respect of goods and services charged to the Card. Any dispute should be settled directly by the Cardholder with the Merchant Establishment and failure to do so will not relieve the Cardholder of any obligations to the Bank. The existence of a claim or dispute shall not relieve the Cardholder of his obligation to pay all Charges and the Cardholder agrees to pay promptly such charges notwithstanding any dispute or claim whatsoever. No claim by the Cardholder against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.

3.04 No exchange of goods/services in respect of transactions where the Card was used may be entertained by the Merchant Establishment.

3.05 Cardholders are advised that the Merchant Establishments may not honor the Card if such establishments are conducting an advertised "Reduction Sale".

3.06 Card must not be used for any unlawful purpose including for the purchase of goods or services prohibited by law.

3.07 Some transactions may attract a service charge in addition to the amount of the charge at certain merchant establishments, which will have to be borne by the Cardholder.

3.08 A purchase and a cancellation of goods / services e.g. air/rail tickets, are two separate transactions. The Cardholder must pay for the purchase transaction as it appears on the statement to avoid incurring finance or service charges or interest. Credit of refund on account of cancellation will be made to the Card Account (less cancellation charges) only when received from the Merchant Establishment. No cash refund will be given to the Cardholder. If a credit is not posted to the Card Account within a reasonable time, the Cardholder must notify the concerned Branch.

3.09 In the case of disputes regarding charging of card account of the Cardholder by service providers of recurring transaction like subscriptions to magazines, mobile telephony services etc Cardholder hereby agrees to cancel their standing instructions to such service providers by notifying them about the cancellation. The Cardholder shall approach the Bank only after such notification of the cancellation to the Service Provider to resolve any dispute in this regard, subject to clause 2.10 above.

4. CASH WITHDRAWAL FACILITY

4.01 The Cardholder can use the Card to access emergency cash from Automated Teller Machines (ATMs) of select Bank locations or correspondent banks / other locations as decided periodically by the Bank and as specified by the Bank to Cardholder from time to time.

4.02 The total amount that can be withdrawn under this facility at any point of time should not exceed the available Cash Limit as specified by the Bank for each Cardholder.

4.03 The Cardholder shall be required to retain the record of the transaction, generated by the ATM, with him / her.

4.04 A transaction fee would be levied on all cash withdrawals and would be billed to the Cardholder in the Statement communicated thereafter.

4.05 Service (Finance) charges at the prevailing rates will be levied on all cash withdrawals.

5. BILLING AND PAYMENTS

5.01 In case of Personal Account Membership the Cardholder's personal account will be debited for all card transactions. In case of Corporate Account membership the Cardholders Corporate account will be debited for all card transactions.

5.02 At periodic intervals, the Bank will send statement to the cardholder on the basis of copies of charge slips received from member establishments and other debits.

The cardholder shall maintain sufficient credit balance in the "Concerned Charge Account" to enable automatic recovery of the dues payable in respect of the Card usage.

5.03 The cardholder will owe and make a payment to the Bank all the charges incurred by the use of the Card plus all charges provided for this agreement. The cardholder shall become liable immediately to the Bank for payment of the amount of charges so incurred and not withstanding that the cardholder may not have received statement of charges due by him/her, he/she be obliged to make payment of the aforesaid, on the basis of bills and charge slips in his possession.

5.04 The Cardholder shall become liable as soon as a charge has been incurred by use of the Credit Card. If there are any outstanding (whether billed or not) remaining unpaid as on a Payment Due Date then such outstanding shall bear and carry such charges as specified by the Bank from time to time. The charge is computed on an average daily balance method and will be levied from either of the following dates: Where the charge is in respect of purchase of goods or services, from the date of it being included in the records of the Bank. Where the charge is in respect of withdrawal of cash, from the date of such withdrawal up to the date of receipt of payment by the Bank.

5.05 Without prejudice to the liability of the Cardholder to immediately pay all charges on or before the Payment Due Date, as communicated in the statement, the Cardholder may exercise the option to pay on or before the Payment Due Date, only the Minimum Amount Due (MAD) indicated in the Statement. The MAD shall be 5% of the Total Amount Due, or such other amount as may be determined by the Bank at its sole discretion. In case of any repayment through installments, the installment amount due during the statement period will be added to the Minimum Amount Due. If the total outstanding is more than the Credit or Cash Limit, then the amount by which the Credit or Cash Limit has been exceeded will also be included in the MAD. Minimum Amount Due shall also include unpaid Minimum Amount Due of the previous statements, if any. In cases where only the MAD has been paid, interest would be charged on the remaining amount of the Total Amount Due from the date of the transactions.

5.06 If payment is made for the MAD or for any amount less than the Total Amount Due, interest and service charges will be applied on the total outstanding amount from the date of purchase, and on fresh purchases that are incurred subsequently, till subsequent Payment Date. In addition to the charges as stipulated herein above, Late payment charges will be applicable if the Minimum Amount Due (MAD) is not paid by the payment due date. Any MAD or portion thereof that has been paid shall cease to attract interest after the Payment Date if the same has been received by the Bank from the Cardholder.

5.07 In case of default or otherwise if the Cardholder does not operate his / her card account satisfactorily, the bank at its discretion will withdraw the card and will put in hot list. If any add-on card is issued in such account, the same will also be stood withdrawn along with the principal card and will be put in hot list. Listing in hot list will withdraw all privileges attached to the card. If the card is hot listed no renewal / reuse of the same card will be entertained. However, the cardholder can apply for and obtain a fresh card subject to the usual formalities for a new card as specified by the Bank from time to time.

5.08 The existence of a claim or dispute shall not relieve the cardholder of the obligation to pay all charges, interest and any other demand made on him / her and he / she shall agree to pay promptly all such charges notwithstanding any dispute or claim whatsoever.

5.09 The (entire) outstanding balance in a card account will become immediately due and payable in full on the bankruptcy of the cardholder or (subject to any limitations imposed by statute) on the death of the cardholder or at the Bank's discretion, if there is any breach of these conditions by a cardholder.

5.10 The Bank reserves the right to combine or consolidate the outstanding balance on the Cardholders Card Account with any other account which the cardholder maintains or which may be opened afterwards with the Bank and the cardholder agrees to transfer any credit balance on these accounts to set-off the outstanding on the Cardholders Card Account.

5.11 The cardholder and his/her company shall both be jointly and severally liable to pay for entire credit extended through the use of the Credit Card and the Cardholder/s and the Company agree to pay all the bills within the stipulated period.

6. LOSS OF CARD

6.01 The Cardholder is responsible for the Security of the Card and shall take all steps towards ensuring that the Card is not misused. The Cardholder may contact directly the Customer Helpdesk in case Card is lost / stolen to hot list the Credit Card without any loss of time. However the cardholder may also approach concerned TMB branch and request to hot list the card lost / misplaced, so as to block the card against any misuse by third parties.

6.02 In the event of the loss or theft of the Card, the cardholder must immediately lodge FIR with the Police and notify concerned branch by the fastest means of communication such as telephone, fax, telex and telegram etc., This must be confirmed in writing within seven days along with a copy of First Information Report lodged with the police. A replacement Card will normally be issued at the Bank's discretion for a replacement fee to be decided by the Bank.

6.03 The Cardholder will be fully liable for all the Charges and the risks involved on the lost card. The Cardholder shall be liable for all transactions on the Card upto the time of hot-listing the loss/theft credit card.

6.04 Cards which are reported to the Bank as lost/stolen or damaged cannot be used again, even if found or said to be in a non damaged condition subsequently. In case of Card reported lost or stolen which is subsequently found the Cardholder should immediately break the Card into two or more pieces and send the same at the cost of the Cardholder to the Bank for cancellation.

6.05 In the event the loss/theft of Card is not reported in writing as above to the Bank the Cardholder shall be liable for all the charges transactions on the lost/stolen Card and the Cardholder hereby agree to indemnify the Bank fully against any liability (Civil or Criminal) loss, cost expenses or damages that may arise due to loss or misuse of the Card. In the event the transactions are received by the Bank after the Card has been reported lost or stolen but before the receipt of the Cardholders written confirmation and police complaint/FIR as above, the Cardholder shall continue to be fully liable for all amounts debited to the Card Account.

7. SURRENDER / CANCELLATION OF THE CARD

7.01 The Card remains the property of the Bank at all times and will be returned by the Cardholder to the Bank or any person acting for the Bank at the request of the Bank. The Cardholder may at any time by notice terminate the use of the Card (without affecting his or her liability in respect of the use of the Card prior to termination) by surrendering his or her Card to the Bank. The bank may cancel the Card at any time without notice or refuse to re-issue, renew or replace any Card. Unless and until such termination occurs, the Bank will re-issue the Card from time to time for use in accordance with this agreement. Membership fee will not be refunded on surrender/cancellation of card.

7.02 In the event charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder shall be entirely liable on charges incurred on the Card whether or not the same are the result of the misuse and whether or not TMB has been intimated of the destruction of the Card.

7.03 The Bank has the right to withdraw the privileges attached to the Card and / or has right to call upon the Cardholder to surrender the Card and / or to pick it up through the Bank's representatives and / or through the Merchant Establishments or their representative without assigning any reason or reasons whatsoever. Use of the Card after notice of withdrawals of **fraudulent** and is subject the Cardholder to legal proceedings.

7.04 The Cardholder agrees that if his/her membership is on Company / Firm account and in case he/she ceases to be in the employment of the Company, he/she shall ensure that the Card issued to his/her is surrendered immediately to the Bank through his/her Company/firm for cancellation. However the company / firm shall be liable for all the transactions done by the cardholder even after himself/herself ceasing to be their employee.

7.05 The Company/firm undertakes to inform the Bank immediately in the event of the employee ceasing to be in their employment and further undertakes to procure the Card from the employee and surrender it to the Bank. The Company / firm continues to be liable for the usage of the Card till the Card is returned to the Bank for cancellation.

8. RENEWAL

8.01 The Bank at its discretion may renew the Card automatically before the expiry date. The renewal membership fee will be debited to the Card Account. If the Card is to be discontinued, the Cardholder / Company / Firm should inform the Bank about it at least two months prior to expiry date of the Card.

9. MISCELLANEOUS

9.01 The Bank, at its sole discretion, can appoint agents for recovery of the outstanding on the Card or initiate any other action allowed by law for recovery of all monies owing to the Bank.

9.02 The Cardholder shall be liable for all costs associated with the collection of dues, legal expenses and decree amounts with interest, should it become necessary to refer the matter to any agent of where legal recourse for enforcement of payment has been taken.

9.03 The Cardholder expressly recognizes and accepts that the Bank shall be absolutely entitled to sell, assign or transfer in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or part and on such terms as the Bank may decide (including reserving a right to the Bank to proceed against the Cardholder on behalf of any purchaser, assignee or transferee) the receivables outstanding and dues of a Cardholder to any third party of the Bank's choice without reference to or without written intimation by the Bank to the Cardholder and any such sale, assignment or transfer shall bind the Cardholder to accept any third party as a creditor exclusively or as a joint Creditor with the Bank. The Bank may at its sole discretion retain the right to continue to exercise all powers hereunder on behalf of such third party or to appropriate the same, as the Bank may decide. Any costs incurred by the Bank towards enforcement of its rights and recovery of outstanding and dues shall be debited to the account of the Cardholder.

9.04 Where the Bank acts on good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to the Card, the Cardholder will not be entitled to claim or allege any loss, damage, liability, expense etc., attributable, directly or indirectly, to any such good faith action of the Bank and the Cardholder agrees to hold the Bank harmless in respect thereof.

9.05 The Cardholder hereby authorizes the Bank or its representatives to contact his / her employer, banker or any other source to obtain and/or verify any further information that may be required.

9.06 If required by law or if considered necessary to do so for proper management of credit or business risk or for any reason, the Bank reserves the right to disclose any and all Cardholder information to any Court of competent jurisdiction, quasi judicial authority, law enforcement agency, relevant wing of Central Government or State Government, RBI, Income Tax authorities, Statutory authorities, CIBIL / CRIF / Experian / Equifax and other similar Credit Information Companies, credit reference agency, financial institution or any company which is an affiliate or associate or parent or subsidiary of the Bank. The Cardholder acknowledges that information on usage of credit facilities by customers are also exchanged amongst banks and financial institution or any company which is an affiliate or associate or parent or subsidiary of the Bank. The Cardholder acknowledges that information on usage of credit facilities by customers are also exchanged amongst banks and financial institutions which provide credit facilities and the Card may be cancelled on receipt of any adverse market information in relation to the Cardholder without any liability on the Bank to disclose any details thereof to the Cardholder.

9.07 The Cardholder authorizes disclosure of his/her account information by the Bank to any third party engaged to provide any service in connection with operation of the Card Account and/or marketing of various services.

9.08 The Cardholder agrees to comply with all applicable laws and regulations from time to time which govern or may be affected by the use of the Card.

9.09 Any forbearance, delay or failure on part of the Bank to exercise any right under this Agreement shall not operate as waiver of such a right nor preclude any further exercise of that right.

9.10 Any notice given by the Bank hereunder will be deemed to have been received by the Cardholder within 7 days of posting the Cardholder's address last notified in writing to the Bank. Any notice may also be sent by fax, Email or communicated verbally and confirmed in writing by post or fax. The Bank shall not be held accountable for delays in receipt of notices by post. In the event of any change in the Cardholders employment and/or office and/or residential address and/or telephone numbers, the Cardholder shall inform the Bank promptly in writing.

9.11 The Agreement shall be governed by and be construed in accordance with the laws of India.

10. JURISDICTION

10.1 All disputes are subject to the exclusive jurisdiction of the Court in Thoothukudi, however the Bank may enforce terms and conditions in any Court of Competent Jurisdiction in India.

11. AMENDMENTS TO TERMS AND CONDITIONS

The Bank is entitled to add/alter/amend these rules as it thinks fit in its absolute discretion and without assigning any reason whatsoever and the same shall be binding on the Cardholder.



Cardholder's Signature



AUTO DEBIT FOR PAYMENT OF CREDIT CARD DUES

The Branch Head,

Dear Sir / Madam,

Subject : Tamilnad Mercantile Bank Credit Card Application Ref No.....

TMB Credit Card No.....

Savings / Current Account No.....

I have applied for a TMB Credit Card / am a holder of TMB Credit Card (number mentioned above). I unconditionally and irrevocably authorise Tamilnad Mercantile Bank Ltd., to debit my Savings / Current account (number mentioned above) against the “**Total Amount Due**” as indicated in my Credit Card's monthly statement of charges on the due date.

I declare that the information given in this form is correct and complete. If this request is delayed or denied because of incorrect or incomplete information in this form or for any other reason, I will not hold Tamilnad Mercantile Bank Ltd., responsible.

I agree that my account will be debited for the amount mentioned above on the payment due date of my credit card account as indicated in the monthly statement of charges. If my account does not have sufficient funds, I unconditionally and irrevocably authorize Tamilnad Mercantile Bank to grant Temporary Overdraft (TOD) to my account to debit the “Total Amount Due” as indicated in my Credit Card's monthly statement of charges on the due date. I will be liable to pay interest and other charges in accordance with Tamilnad Mercantile Bank's prevalent rates and practice. Any temporary overdraft in the Account should be construed as a one-time facility and not a continuous arrangement, unless otherwise agreed to, by Tamilnad Mercantile Bank Ltd., in writing. This is in addition to the Bank's right to liquidate the FD, if any, towards the appropriation of the outstanding dues in the card account and the Bank has absolute discretion to combine both the accounts or otherwise to liquidate the outstanding dues in the Card Account.

I promise not to close the account without the consent of Tamilnad Mercantile Bank Ltd., I declare that if any transaction is delayed or not effected for any reason, I shall not hold Tamilnad Mercantile Bank Ltd., responsible.

Thanking you,

Name & Signature

Date :

TERMS AND CONDITIONS FOR TMB SECURED CREDIT CARD

ISSUED AGAINST FIXED DEPOSIT

1. These Terms and Conditions (the "Terms") apply to and regulate the Secured Credit Card provided by Tamilnad Mercantile Bank (TMB) and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of TMB and Terms and conditions governing TMB's Fixed Deposit (the "Primary Terms and Conditions") as available on www.tmb.in. To the extent of any inconsistency between these Terms and Primary Terms and Conditions, these Terms shall prevail. All capitalized terms used herein but not defined shall have the same meaning as specified under Primary Terms and Conditions.

2. "Cardholder" shall mean a person who has / places a fixed deposit, either singly, or jointly with Second Fixed Deposit Holder, as the case may be, with Tamilnad Mercantile Bank and applies for Tamilnad Mercantile Bank's Secured Credit Card and is issued a Secured Credit Card subject to the Primary Terms and Condition and Terms as specified herein.

3. "Fixed Deposit" shall mean Tamilnad Mercantile Bank's fixed deposit/s placed by the Cardholder either singly or jointly with Second Fixed Deposit Holder as the case may be, for the issuance of the Secured Credit Card to the Cardholder.

4. "Secured Credit Card" shall mean Tamilnad Mercantile Bank Secured Credit Card/ Tamilnad Mercantile Bank Platinum Credit Card issued by Tamilnad Mercantile Bank to the Cardholder against the Fixed Deposit maintained by the Cardholder either singly or jointly with Second Fixed Deposit Holder, with Tamilnad Mercantile Bank.

5. "Joint Fixed Deposit Holders" shall mean the Primary Fixed Deposit Holder (Cardholder) and the Second Fixed Deposit Holder.

6. "Second Fixed Deposit Holder" shall mean a person who has/places a fixed deposit with Tamilnad Mercantile Bank, jointly with the Cardholder, for issuance of the Secured Credit Card to the Cardholder.

7. In order to be eligible for availing the Secured Credit Card, the Cardholder either singly or jointly with Second Fixed Deposit Holder shall be required to maintain / place a Fixed Deposit of minimum Rs.13,400/- amount with a minimum tenure of one year with Tamilnad Mercantile Bank.

8. The credit limit on the Secured Credit Card shall be seventy five percent (75%) of the Fixed Deposit amount, subject to minimum credit limit of Rs.10,000/- and maximum of Rs.5 lakhs. The said credit limit may be subject to change at the sole discretion of Tamilnad Mercantile Bank from time to time and shall be communicated to the Cardholder through such mode and manner as deemed fit by Tamilnad Mercantile Bank.

9. The Cardholder either singly or jointly with Second Fixed Deposit Holder as the case may be shall be required to place the Fixed Deposit in the manner specified and upon execution of the relevant documents as specified by Tamilnad Mercantile Bank from time to time. The Cardholder either singly or jointly with Second Fixed Deposit Holder as case may be, shall be required to place the Fixed Deposit/s at any Tamilnad Mercantile Bank branch only or such other alternate channel as shall be decided and communicated by Tamilnad Mercantile Bank at its sole discretion from time to time. The Fixed Deposit so placed shall be opened on auto renewal mode only. In the event of cancellation of the Secured Credit

Card by the Cardholder/ Tamilnad Mercantile Bank, the Fixed Deposit linked to the Secured Credit Card shall continue in accordance with the instructions placed by the Cardholder or the Joint Fixed Deposit Holders as the case may be, at the time of placing the Fixed Deposit with Tamilnad Mercantile Bank.

10. Upon issuance of the Secured Credit Card, Tamilnad Mercantile Bank shall mark a lien on the entire amount of the Fixed Deposit deposited by the Cardholder either singly or jointly with Second Fixed Deposit Holder as the case may be, including interest earned on the Fixed Deposit, until the termination of the Secured Credit Card or maturity of the Fixed Deposit, as the case may be.

11. In the event that Card holder /Joint Fixed Deposit holders, as the case may be has an existing Fixed Deposit with Tamilnad Mercantile Bank, the Fixed Deposit will be linked to the Cardholder's Secured Credit Card account and the Fixed Deposit shall be converted in to an auto- renewal mode with immediate effect. The prevailing rate of interest applicable at the time of auto-renewal of the Fixed Deposit shall be applicable on the said Fixed Deposit amount.

12. The Cardholder / Joint Fixed Deposit holders as the case may be shall not be able to make any part withdrawals from the Fixed Deposit linked to the Secured Credit Card.

13. The fixed deposits opened / placed by HUFs, Partnership firms, minors, Third parties, HUF, Society, Trust, Companies or under existing lien shall not be entitled for Secured Credit Card.

14. Nomination facilities shall be available for the Fixed Deposit linked to the Secured Credit Card issued to the Cardholder.

15. In the event of termination / withdrawal / cancellation of the Fixed Deposit or the Secured Credit Card or if the Cardholder fails to pay the amount outstanding on the Secured Credit Card within 60 days from the due date, or if the amount outstanding on the Secured Credit Card including any fees, charges or any other amount levied by Tamilnad Mercantile Bank as per the Terms sums up to more than 95% of the Fixed Deposit amount at any point in time, Tamilnad Mercantile Bank shall have the right to liquidate the entire Fixed Deposit amount including the interest accrued and set off such amount against the outstanding amount payable to Tamilnad Mercantile Bank under the Secured Credit Card and the Cardholder/Joint Fixed Deposit Holders shall not raise any claim against Tamilnad Mercantile Bank. Any balance remaining post the above referred deduction shall be refunded to the Cardholder/Joint Fixed Deposit holder/s as the case may be.

16. The Secured Credit Card shall be activated post lien is marked on the Fixed Deposit.

17. The Second Fixed Deposit Holder agrees and understands that the Secured Credit Card is issued by Tamilnad Mercantile Bank to the Cardholder against the Fixed Deposit placed by the Cardholder either singly or jointly with Second Fixed Deposit Holder.

18. The Second Fixed Deposit Holder also agrees and understands that the Secured Credit Card shall be used solely by the Cardholder and that the Second Fixed Deposit Holder shall not bring about any claim

against Tamilnad Mercantile Bank with respect to the issuance of the Secured Credit Card and usage thereon by the Cardholder.

19. The Joint Fixed Deposit Holders shall indemnify Tamilnad Mercantile Bank, jointly and severally, and hold Tamilnad Mercantile Bank harmless for any/all losses, damages, liabilities, costs that Tamilnad Mercantile Bank may incur for

- a) Issuance of the Secured Credit Card to the Cardholder against Fixed Deposit placed by the Joint Fixed Deposit Holders with Tamilnad Mercantile Bank;
- b) Usage of the Secured Credit Card by the Cardholder.

20. Tamilnad Mercantile Bank may hold the linked Fixed Deposit as a continuing security for all sums due to the Bank under the said Credit Card, advances, Overdraft or otherwise from time to time or for the sum ultimately due in the card account together with interest and other amounts due to the Bank including all charges, commissions, charges, incidental expenses as also the amount of dishonoured bills, promissory notes, or cheques notwithstanding the Card Account may, from time to time, be reduced or extinguished or even that the balance of the said account is overdrawn beyond the sanctioned limit.

21. Tamilnad Mercantile Bank may hold the said deposit account as security without prejudice to the right over any other securities held by the Cardholder or to be held by the Cardholder from time to time in respect of advances made to the Cardholder.

22. The Bank shall have the authority at any time if it thinks fit to adjust the amount of deposit with interest due, hereby, pledged to indebtedness of the Cardholder as aforesaid even though the deposit may not matured and even though the deposit is renewed or renumbered or altered in any manner.

Deposit holder/s Signature.



FD LIEN CUSTOMER DECLARATION (Customer Letter for Marking Lien)

(To be Stamped as Agreement)

The Branch Head,

Dear Sir / Madam,

Subject : Tamilnad Mercantile Bank Credit Card Application Ref No.....

With reference to the application for a Tamilnad Mercantile Bank Credit Card to be issued to _____ ("Cardholder") , I / We hereby authorize Tamilnad Mercantile Bank ("the Bank") to mark a lien to the extent of Rs. _____ (amount in figures), Rupees _____ (amount in words) on the FD account number _____ including renewals thereof, as a security for the credit card being issued. I / We also confirm that the above FD is currently free from lien and it is not linked to any OD / Loan / Flexi account.

I/We agree that the Bank at its sole discretion is fully authorized to liquidate the FD without any cause or notice to me/us and appropriate the proceeds towards the outstanding on the credit card. In such event I/We expressly agree that the Bank shall not be responsible for any loss arising due to pre-mature encashment of the FD. In case of any excess amount left after adjusting the outstanding dues, the Bank shall have the right to set-off the amount for any other charges, dues with the Bank. I / We shall not apply for premature withdrawal of the FD and authorize the bank to automatically rollover the FD for further similar periods at the prevailing interest rate for the period on each maturity date as long as the card is active / in use.

I/We further agree to arrange for further FDs from time to time of requisite amounts as may be required by the Bank, with lien in favour of the Bank. I/We agree that the Bank shall be entitled to proceed against the card holder for the balance outstanding after adjusting the FD towards the dues. I/We acknowledge that the Bank's rights herein shall be in addition to all rights, powers and remedies available to the Bank by virtue of any other statute, rule or law including the Bank's right of general lien and set off.

Thanking you,

Name & Signature Joint Account Holders (if any)

- Note : 1. Signature to be same as that used for banking transactions
2. To be signed by all the Joint Account Holders

The credit limit will be equal to 75% of the FD amount specified for marking lien, subject to product cap. In case of a Joint account, both the signatories have to sign the declaration.