

## **Terms and conditions governing the TMB Smart Shoppers Debit Card**

### **Important**

Please make sure you have read these Debit Card terms and conditions carefully before using the TMB Debit Card. By using the Debit Card you are unconditionally accepting the terms and conditions listed here under 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 of the RBI, 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.

### **Definitions**

- "The Bank," "TMB", means Tamilnad Mercantile Bank Ltd., and its successors and assignees.
- "Card" or "Debit Card", refers to the TMB Smart Shoppers VISA Debit Card issued by TMB to a Cardholder.
- "Cardholder", or similar pronouns shall, where the context so admit, refer to a customer of TMB to whom a TMB Smart Shoppers Debit Card has been issued by TMB to operate on a nominated account(s). All references to the Cardholder in the masculine gender will also include the feminine gender.
- "Account(s)", refers to the Cardholder's Account that has been designated by TMB to be eligible account(s) for the valid operation of the Debit Card. The Cardholder should be either the account holder or sole signatory or authorized to act alone when there is more than one account holder/signatory.
- "ATM", refers to Automated Teller Machine whether in India or overseas, whether of TMB, 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(s) held with TMB.
- "PIN", means the Personal Identification Number (required to access ATMs) allocated to the Cardholder by TMB, chosen by him from time to time.
- "Transaction", means any instruction given, by a Card holder by using his Card directly or indirectly, to TMB to effect action of the account. (Examples of transactions can be retail purchases, 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 TMB to a cardholder setting out the transactions carried over by the Cardholder(s) during the given period and the balance on that account. It may also include any other information that TMB 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 organizations etc. as advertised by TMB or VISA International.

- "EDC" or "Electronic Data Capture", refers to electronic Point-of sale swipe terminals whether in India or overseas, whether of TMB or any other Bank on the shared network, that permits the debiting of the account(s) for purchase transactions from merchant establishments.
- "VISA Electron/ Classic" means a trademark owned by and normally associated with VISA International.
- "VISA/ Plus ATM Network," means ATMs that honor the Debit Card and that display the VISA/Plus or Elution symbols.

The Debit Card ("the card") is issued by TMB Limited having its registered office at 57 V.E. Road, Thoothukudi - 628 002 on the following terms and conditions:

The Debit Card sent to the cardholder needs to be activated. The Card can be activated for Merchant Establishment transactions through the first utilization of the PIN at TMB ATM/ NFS ATM.

### **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, TMB and FEMA 1999 and/or any other legislation in force from time to time.
- The Card shall be valid only for transaction options, as permitted by the Bank / VISA from time to time in India and abroad, at TMB ATMs, ATMs of other banks which are members of the NFS / VISA / Plus ATM Network and VISA electronic Point - of - Sale swipe terminals at merchant establishments.
- "The card is and will be at all times the property of TMB and shall be returned to TMB unconditionally and immediately upon TMB'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.
- The Cardholder must sign the card immediately upon receipt. The Card holder must not permit any other person to use it and should safeguard the Card from misuse by retaining the Card under his 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 cardholders 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. The Cardholder will maintain sufficient funds in the account to meet any such transactions.
- The Card holder shall not be entitled to overdraw the Cardholder's account(s) with TMB
- The Cardholder will be responsible for transactions effected by the use of the card, whether authorised by the Cardholder or not, and shall indemnify TMB against any loss or damage caused by and

unauthorized use of the Card or related PIN, including any penal action arising there from on account of any violation of RBI guidelines or rules framed under the Foreign Exchange Management Act 1999 or any other law being in force in India and / or any other country / state continent / territory wherever located in the world at the time not with standing the termination of this agreement.

- The Cardholder is requested to note that the Debit Card is valid up to the last day of the month / year indicated. The Cardholder hereby undertakes to destroy the Debit Card when it expires by cutting it into several pieces through the magnetic stripe. The renewed Debit Card shall be collected at the Branch on discretion of TMB, upon evaluation of the conduct of this account. TMB reserves the sole right of renewing his card account on expiry.
- The Cardholder will inform TMB in writing within 15 days from the date, of any irregularities or discrepancies that exist in the transaction details at an ATM / merchant establishment if no such notice is received during his time, TMB will assume the correctness of the transactions.

### **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 '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 Debit Card from TMB either at the instance of TMB or the RBI of any other authority. The Cardholder shall indemnify and hold harmless TMB from and against any / all consequences arising from the card holder not complying with Exchange Control Regulations of the RBI or any other such regulations prevailing from time to time.

- 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)
- TMB shall be under no liability whatsoever and shall be deemed to be indemnified in respect of a 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 TMB becoming aware of the Cardholder exceeding his entitlements. As 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.

### **Merchant Establishments Usage**

- The Card is accepted at all electronic Point-of-sale terminals at merchant establishments in India and overseas which display the VISA Electron Logo.
- The Card is for Electronic Use only and will be accepted only at merchant establishment that have an electronic Point-of-sale swipe terminal. Any usage of the Card other than electronic use will be deemed unauthorized and the Cardholder will be solely responsible for such transactions. Please note that presently the PIN is not required for use of the Debit Card at the electronic Point - of - sale swipe terminals at merchant establishments.
- The Cardholder must sign the sales slip and retain his copy of the sales slip whenever the card is used at merchant establishments. TMB will not furnish copies of the sales slip. Any sales slip not personally signed by the cardholder but which can be proved, as being authorized by him will be deemed liability of the cardholder.
- The Debit Card is accepted at any VISA Electron Card merchant outlets worldwide. TMB will not accept any responsibility for any dealings the merchant may have with the cardholder, including but not

limited to the supply of goods and services so availed or offered. Should the cardholder have any complaint relating to any VISA Electron Card Merchant establishment, he should resolve the matter with the merchant establishment and failure to do so will not relieve him from any obligations to TMB.

- TMB accepts no responsibility for any charges over and above the value / cost of transactions levied by any merchant establishment and debited to his 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 his account (less cancellation charges) as and when it is received from the merchant. If the credit is not posted to his card account within 30 days from the day of refund, the card holder must notify TMB, along with a copy of the credit note from the merchant.
- The Card is not to be used as 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 unauthorized.
- The Card should not be used for payment of subscription to foreign magazines / periodicals and any such usage will be considered as unauthorized.
- The Cardholder would be solely liable for all unauthorized acts and transactions of any nature.

### **ATM Usage**

- The card is accepted at the TMB ATMs, NFS ATM's VISA / Plus ATMs worldwide.
- Withdrawals and balance inquiry at VISA / Plus ATMs in India will be subject to a fee and will be debited to the account at the time of such withdrawal and balance inquiry transactions. Withdrawals and balance enquiry performed by the Cardholder at VISA / Plus ATMs in countries other than India will be subject to a fee, as per the prevailing tariff of charges. All transactions at non TMB ATMs whether executed or failed subjected to charges as determined by TMB from time to time.
- For all withdrawals, at a TMB ATM, any statement/ receipts issued by ATM at the time of depositor withdrawals shall be deemed conclusive, unless verified and intimated otherwise by TMB. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the Cardholder.
- TMB will not be liable for any failure to provide any service or to perform any obligation there under 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 other circumstances beyond its control.
- TMB 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, however caused.
- The availability of ATM services in a country other than that in which Card was issued is governed by the local regulations in force in the said country. TMB shall not be liable if these services are withdrawn without notice thereof.

### **Fees:**

- TMB reserves the right to levy actual fees at a later date without prior notice. Such fees, if any, and so levied will be debited to the cardholder account on the cardholder's approval / renewal at TMB's prevailing rate. these fees are not refundable. Charges for other services will be levied to cardholder's account, at prevailing rates.
- Transaction fees for withdrawals / balance enquiry and/or wherever applicable will be debited to the account at the time of posting the withdrawal / balance enquiry or wherever applicable.

- All charges in foreign currency will be billed in the Cardholder's Bank account statements in Indian Rupees. The cardholder hereby authorize TMB and VISA to convert the charges incurred in the foreign currency into Indian Rupee equivalent thereof at such rates as TMB may from time to time decide.
- The Charges / Fees applicable on the usage of the Debit Card may be used / changed by TMB from time to time without prior intimation to the cardholder.

#### **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 his Debit Cards. All these features would be on best efforts basis only, and the Bank does not guarantee or warrant the efficacy, usefulness of any of the products or services offered any service providers / merchants / outlets / agencies. Disputes (if any) would have to be taken up with the merchant / agency etc. directly, without involving the Bank and without recourse to the Bank.

#### **Disclosure of Information**

- When requested by TMB, the cardholder shall provide any information, records or certificates relating to any matters that TMB deems necessary. The cardholder will also authorize TMB 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, TMB may at its discretion refuse renewal of the card or cancel the Card forthwith.
- TMB 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.
- TMB 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 connection to its participation in any Electronic Fund Transfer network
- TMB reserves the right to report to the RBI expenditure undertaken by its Cardholders in foreign currencies to ensure that the Basic Travel Quota / other permissible entitlements are not exceeded by the Cardholder(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 the ATM Cell. Chennai in India or to the VISA Global Assistance Services Helplines whilst abroad.
- The loss or theft of the Debit Card should be reported to TMB immediately. Although loss or theft may be reported by means of the 24-Hour Customer Service, the Cardholder must confirm the same in writing to TMB as soon as possible. A copy of the acknowledged police complaint must accompany the said written confirmation.
- Should transactions be received by TMB after the Card has been lost or stolen but before receipt of the cardholder's written confirmation he shall be liable for all amounts debited to the accounts.
- The Cardholder hereby indemnify TMB 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 that it is lost and not reported to TMB, or lost and misused before TMB is informed
- Provided the cardholder has in all respects complied with the terms and conditions, a replacement Card may be issued at the sole discretion of TMB at the applicable fee.
- Should the cardholder subsequently recover the Card, it cannot be used. It should be destroyed by cutting it into several pieces through the magnetic strip".

#### **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 TMB and the Cardholder as to the extent of the liability incurred by the cardholder and TMB shall not be required to ensure that the cardholder has received the goods purchased/availed of the service availed of the service availed to the Cardholder's satisfaction.
- TMB Shall make bonafide 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 TMB determines that the charge is correct, then it shall communicate the same to the Cardholder.
- TMB 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 Chennai. 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 utilised in the resolution of a dispute.

### **General:**

- The Card holder will promptly notify TMB in writing of any change in his employment and / or office and or residential address and telephone numbers.
- TMB reserves the right to add to, delete or vary any of the terms and conditions, policies, features and benefits upon notice to the Cardholder. 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 been received by the Cardholder within 7 days from the posting of the notification to the address last given to TMB in writing by the Cardholder. Publication of changes by such means as TMB may consider appropriate will constitute effective notice to the Card holder thereof.
- If an accountholder, by using the Card, draws an amount in excess of he balance available, the accountholder will pay unconditionally to TMB, the enter amount overdrawn with interest and penalties, if any at a prevailing rate and interest charges of TMB.
- TMB makes no representations about the quality of the goods and services offered by third parties providing benefits such as discounts to cardholders. TMB will not be responsible if the service is in any way deficient or otherwise unsatisfactory.

### **Termination**

- TMB 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 dose his account with TMB, the Card(s) issued with this account, would automatically stand cancelled. The Cardholder(s) must immediately cease to use his Card and destroy and return all his/ Additional Cardholder Cards that are linked to this account. In case of any outstanding Card transactions that eve not yet been debited to the account, the same will be netted off from the balance prior to TMB returning his funds to him.

- In the event that the Cardholder decides to terminate the use of the debit Card, the Cardholder shall give TMB not less than 7 days prior once in writing and forth with return the Card cut into several pieces trough the magnetic strip, to TMB. The Cardholder will be responsible for all the Card Facilities and related charges incurred on the Debit Card after the Cardholder claims to have destroyed the Card, not with standing the termination of the applicability of these terms and conditions. The cardholder will be responsible for all the charges incurred on the Debit Card and whether or not the same are a result of misuse / fraudulent use and whether or not the Bank has been intimated of the destruction of the Card.
  
- The Card is property of TMB and must be returned to an Officer of TMB immediately and unconditionally upon request. Please ensure that the identity of the Bank Officer is established by the cardholder before handing over his card.
  
- TMB 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 event:
  - Failure to comply with the terms and conditions herein set forth.
  - An event of default under an agreement or commitment (contingent or otherwise) entered into with TMB.
  - The Cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
  - Demise of the Cardholder.
  - Closure of the Cardholder's account or failure to maintain the minimum average balance in the said account.
  
- The Debit Card should be returned to TMB prior to the date upon which any changes 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.

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**Cardholder Signature**