CARD MEMBER AGREEMENT

These Terms and Conditions apply to AU Small Finance Bank Credit Card. Please read this agreement, which is being sent to you, pursuant to the approval of your application, for AU Small Finance Bank Corporate Credit Card, AU Small Finance Bank Purchase Credit Card and/or AU Small Finance Bank Business Credit Card. You have agreed in your Application Form, that the use of AU Small Finance Bank Corporate Credit Card, AU Small Finance Bank Purchase Credit Card and/or AU Small Finance Bank Business Credit Card shall be governed by these Terms and Conditions, and as amended by the Bank from time to time. If the Terms and Conditions are not acceptable to you, please inform us in writing, and destroy AU Small Finance Bank Ltd Corporate Credit Card, AU Small Finance Bank Purchase Credit Card and/or AU Small Finance Bank Business Credit Card by cutting it into four pieces across the magnetic stripe, and return the same to us within 10 calendar days of receipt of the AU Small Finance Bank Corporate Credit Card, AU Small Finance Bank Purchase Credit Card and/or AU Small Finance Bank Business Credit Card.

Definitions

1. **The AU Small Finance Bank Corporate Credit Card, AU Small Finance Bank Purchase Card and/or AU Small Finance Bank Business Credit Card or Corporate Credit Card**, **Purchase Credit Card and/or Business Credit Card or Credit Card or Card or Card Number** shall mean a valid Credit Card issued by AU Small Finance Bank Ltd, that entitles the Cardmember to use the Card account for a predefined Credit limit.
2. **Bank, we, us, our** or similar pronouns shall mean AU Small Finance Bank, its successors, assigns, administrators, liquidators, etc. as the case may be.
3. "**Applicant**" means the person (s) who has/ have applied for a Card to AU Small Finance Bank and shall mean the person/s named in the application form submitted by the Corporate.
4. "**Authorized Signatory (ies**)" shall mean such person (s) who are official/s of the Corporate, and have been duly authorized by the Corporate to perform certain functions by way of duly passed board resolution
5. "**Authorized Dealer**" means an authorized dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time."**Company/Corporate Application Form**" means the application form duly filled and signed by the Authorized Signatory of the Corporate for availing the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card program.
6. **"Corporate Card/Purchase Card/ Business Card"** shall mean the Credit Card as defined herein above and which shall be used by the Cardmember solely for the business (or official) expenses of the Corporate. It also means all Credit Cards issued to eligible Applicants, being employees of a Corporate, whose names have been designated and recommended by the Corporate for issuance of the Credit Card, either on a Sole Liability of the Corporate, J&S Liability of the Corporate and Cardmember basis or on Individual Liability of the Cardmember basis, which basis shall be determined at the time of issuance of the relevant Corporate Card.
7. **"Corporate"** shall mean a company as defined in the Companies Act, 1956 or any other body Corporate as defined in Indian laws, as amended from time to time and who has applied for AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Credit Card Program subject to these Terms and Conditions and any other terms and conditions as specified by AU Small Finance Bank from time to time. It also means the employer of the Cardmember, on whose recommendation and designation the Corporate Card is offered to the Cardmember.

8. **“Corporate Limit”** shall mean the aggregate limit assigned to the Corporate by the Bank, up to which limit the Bank shall extend credit lines to holders of the Corporate Cards.

9. **“Card account”** means the account opened in the name of the Cardholder pursuant to appropriate authorization and documentation by the Corporate and the Cardholder and maintained with AU Small Finance Bank for the purpose of usage of the Card subject to the Terms and Conditions contained herein.

10. **“Cardholder/Cardmember/Member”** shall mean such person(s) to whom a Card, bearing his /her name and the Corporate’s name, is issued by AU Small Finance Bank and who is authorized to use the Card. The Card shall be issued only to such Cardholders who have been authorized by the Authorized Signatory of the Corporate. Such Cardholders shall include employees, staff, directors, and such other persons associated with the Corporate as may be approved by AU Small Finances Bank from time to time.

11. “**Credit limit/Card Limit/Purchase Limit**” means the maximum credit that can be availed on the Card account at any point in time.

12. “**Cash advances**” means any cash advance obtained by use of a Credit Card, PIN or otherwise authorised by Cardmember for debit to the Account.

13. **“Cash Limit”** means the amount of cash or cash equivalent that the Cardmember may be allowed to utilize for a non-purchase transaction. Cash-Limit forms a subset of the Cardmember's Credit-Limit / Purchase Limit.

14. **“Individual Application Form”** means the application form dully filled and signed by the Cardholder, for the purpose of availing the Card.

15. **“AU Small Finance Bank Corporate Card Program”** shall mean the Corporate Card Program provided by AU Small Finance Bank and shall include variants and upgrades to said program.

16. **“AU Small Finance Bank Purchase Card Program”** shall mean the Purchase Card Program provided by AU Small Finance Bank and shall include variants and upgrades to said program.

17. **“AU Small Finance Bank Business Card Program”** shall mean the Business Card Program provided by AU Small Finance Bank and shall include variants and upgrades to said program.

18. **“Liability”** shall mean any liability, under any theory or form of action whatsoever, in law or in equity, including, without limitation, contract or tort including negligence, even if the responsible party has been notified of the possibility of such damages and includes liability for infringement of others' intellectual property rights or any liability for claims of third parties (the "Liability"). The Liability shall also mean and include the terms as contained herein in these Terms and Conditions.

“Liability Structure” shall mean the liability obligations as undertaken by the Cardmember and/or Corporate basis the Program availed by the Corporate and/or Cardmember. The Liability Structures shall be as provided herein under:

1. Sole liability of the Corporate or Corporate Card with Corporate Liability (CCCL)
2. Joint and several liability of the Corporate and the Cardmember or Corporate Card with Joint Liability (CCJL)
3. Individual Liability of the Cardmember or Corporate Card with individual Liability (CCIL)

Sole liability of the Corporate or Corporate Card with Corporate Liability (CCCL) : In the event the Corporate and the Cardholder avails the Card facility with Sole Liability, the Corporate shall be primarily liable to AU Small Finance Bank at all times for the usage of the Card /Program/s and/or for payment of all applicable charges, fees, dues etc. incurred/to be incurred on the Card and/or with respect to the obligations undertaken by the Corporate and the Cardholder pursuant to these Terms & Conditions.

Joint and several liability of the Corporate and the Cardmember or Corporate Card with Joint Liability (CCJL): In the event the Corporate and the Cardholder avails the Card facility with Joint and Several Liability, the Corporate and the Cardmember shall be jointly liable as well as severally liable to AU Small Finance Bank at all times for the usage of the Card/Program/s and/or for payment of all applicable charges, fees, dues etc. incurred/to be incurred on the Card and/or with respect to the obligations undertaken by the Corporate and the Cardholder pursuant to these Terms & Conditions.

Individual Liability of the Cardmember or Corporate Card with individual Liability (CCIL): In the event the Corporate and Cardholder avails the Card facility with Individual Liability, the Cardmember shall be primarily liable to AU Small Finance Bank for the usage of the Card/ Program/s and/or for payment of all applicable charges, fees, dues, etc. incurred / to be incurred on the Card and/or with respect to the obligations undertaken pursuant to these Terms & Conditions.

19. **Billing Cycle** is the period between the generations of two successive billing statements.

20. **Cardmember, Primary Cardmember, Cardholder, member, customer, you, your, him, he, his,** or similar pronouns shall mean the individual, in whose name the Card has been issued and the Card account is maintained.

21. "**Transaction Instruction**" means any instruction given by a Cardmember directly or indirectly to AU Small Finance Bank through its approved channel to effect the transaction. Transaction Instruction would include, but not be limited to a charge slip, a cash advance slip, or a mail order coupon.

22. **Charges** shall mean transactions made or charged to the Card account under this Agreement, whether or not the Cardmember signs a record of charge forms. This would include, but not be limited to purchase of goods, services or cash advances or drafts made from the account by use of the Card or Card Number, Joining Fee, Annual Fees, Finance Charges, Overlimit Fee, Late Payment Fee, Transaction Charges, Service Charges, GST and any other fee / charges / amounts, which the Cardmember has agreed to pay or is liable to pay to the Bank under this Terms and Conditions.

23. **Voluntary Charges** shall include the amount of any purchase of goods and / or service made by a Transaction Instruction; The amount of any cash advance .provided pursuant to a Transaction Instruction; Any amount, which the Corporate and/or Cardmember has requested AU Small Finance Bank to debit the Card account by virtue of a Transaction Instruction.

24. **Involuntary Charges** will include: Any fees charged by AU Small Finance Bank in respect of a Card account or a Card, including joining, annual, replacement, renewal, handling, late payment and other fees. The joining/annual fees will be debited to the Card account at AU Small Finance Bank's prevailing rates. These fees shall be non-refundable. An annual fee towards renewal of the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card program may be levied and shall become payable by the Corporate/Business entity and/or Cardmember on or before the first anniversary of the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/ or AU Small Finance Bank Business Card Program. Service charges on specific types of transactions as decided by AU Small Finance Bank from time to time may be levied. The method of computation of Involuntary Charges will be as notified by AU Small Finance Bank from time to time.

25. **Electronic Terminal** means any Branch Teller Terminal, Automated Teller Machines (ATM), Point-of-Sale Terminals or EDC (Electronic Data Capture machine) and other devices in which a Credit Card and / or PIN (Personal Identification Number) can be used, and which is authorized by the Bank as described in the Terms and Conditions.

26. **Electronic Clearing Service** (debit clearing, ECS, NACH or Pay Online using other Bank Account) would mean the debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Cardmember, for facilitating payment of outstanding dues in the Card account.

27. **Finance Charges or Charges on Revolving Credit** shall mean and include the interest charged on Total Outstanding Amount on the Card account as provided in these Terms and Conditions.

28. **Merchant Establishment** shall mean any company, corporation, establishment, firm, association, Public Sector Undertaking, Government, Semi Government, Individual or any such entity as may be declared by the Bank from time to time, wherever located, which is designated as a VISA / MasterCard merchant and / or with whom there is an arrangement with any VISA / MasterCardmember Bank, for a Cardmember to obtain goods, services or cash advances by use of the Card or Card Number.

29. **Purchases** shall mean and include purchase of goods and services by the Cardmember, by using the Card or Card Number.

30. **Payment Due Date** shall mean the date specified in the Statement of account by which date on or before which the Cardmember must make the payment to the Bank for outstanding amount in full or in part or at least the minimum amount due in the billing cycle.

31. **PIN** means the personal identification number given by us or chosen by you for use with the Credit Card.

32. **Total Outstanding** shall mean the Total Outstanding amount on the Card account due to the Bank, including but not limited to charges, fees and any other amounts that may be charged by the Bank from time to time in a Billing Cycle.

33. **Temporary Credit limit Increase** means a Credit limit increase requested by a Corporate and/or by Cardmember for a specific purpose. Such increase is done for a specific time period and reverted at the end of the time period.

34. **Terms and Conditions** means the Terms and Conditions set out herein and by which the use of the Credit Cards shall be governed and shall include all modifications and supplemental thereto from time to time.

35. **Valid Card** shall mean a Credit Card which has been issued by the Bank and has not expired, has not been damaged, or been cancelled by the Bank or Cardmember.

The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions in these Terms and Conditions. Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies Corporate.

AU Small Finance Bank Corporate/Purchase/ Business Credit Card

1. AU Small Finance Bank, as and when applicable may issue a Corporate/Purchase/ Business Credit Card in the name of the individual and/or company and/or firm, and/or governmental entity and/or agency vide a Corporate Agreement as appropriate from time to time. The Corporate Agreement between AU Small Finance Bank and the Corporate shall be conclusive and binding on a Cardmember and Cardmember have unconditionally agreed to comply with the Terms and Conditions contained herein and nothing contained in the Corporate Agreement (s) shall be construed as AU Small Finance Bank having waived any of its rights under the Cardmember Agreement or prejudicing any rights of AU Small Finance Bank thereunder.

2. The Cardmember hereby understands, acknowledges, and unconditionally agrees that the Corporate/Purchase/Business Card is issued to the Cardmember by AU Small Finance Bank on the recommendation of the Corporate/Business entity and the Corporate /Purchase/Business Card has such features and benefits as may be recommended/ agreed to by the Corporate/ Business Entity, which features, and benefits may be amended/modified from time to time.

3. The Cardmember hereby acknowledges and agrees that the Cardmember shall keep itself informed about the liability of the Cardmember with respect to the Corporate/ Purchase/Business Card and whether the Corporate/Purchase/Business Card has been issued on a Corporate Liability Basis, Joint Liability Basis or Individual Liability Basis and it shall be the responsibility of the Corporate to inform/ keep updated the Cardmember of the terms and conditions applicable to the Corporate Card issued to the Cardmember including, without limitation, the role, responsibility and liability of the Cardmember with respect to such Corporate Card.

4. You agree to comply with the Terms and Conditions contained herein, and as amended by the Bank under the Reserve Bank of India's (RBI) instructions or any statutory bodies or due to change in Bank's policy from time to time. The Card will be honored only when a Valid Card is duly signed on the reverse and presented to a merchant establishment by you.

5. Further, the Cardmember hereby acknowledges and agrees that the usage of the Corporate Card shall be strictly in accordance with applicable law including, without limitation, the extant foreign exchange management laws applicable from time to time, which the Cardmembers undertakes as the Cardmember’s responsibility to be updated of. Nothing contained in the specific Corporate Agreement shall be construed as binding obligation on AU Small Finance Bank to continue the Corporate Agreement after the Corporate Agreement termination date or to substitute the Corporate Agreement by a new or similar Corporate Agreement.

6. The Card is a property of the Bank and must be produced or surrendered to the Bank on demand without delay.

7. The Card is not transferable, and Cardmember should safeguard the same from misuse, by retaining it under your personal control at all times.

8. Cardmember can use the Card for payments in the currencies other than Indian Rupees, only in compliance with the laws applicable in India including inter alia the Foreign Exchange Management Act, 1999 (FEMA). Further, the Card should not be used to

conduct any transaction on the websites that are prohibited under the laws of India that may result in your criminal liability.

9. Cardmember shall, however, not use the Card for making payments in foreign currency in Nepal or Bhutan.

10. Each Cardholder may be issued a Personal Identification Number or a Password (PIN) to enable use of the Card for accessing his/her Card account on the ATM and internet and also for availing any privilege, benefit or service that may be offered by AU Bank on the Card. The PIN will be communicated to the Cardholder entirely at his/her risk, who shall not disclose the PIN to any person and shall take all possible care to avoid its discovery by any person.

11. The Cardholder shall be liable for all transactions made with the use of the PIN, whether with or without the knowledge of the Cardholder. AU Bank reserves the right to refuse any transactions if it believes that the PIN is being misused or being used without appropriate authorization.

Card Validity, Expiry and Renewal

1. The Credit Card is valid up to the last day of the calendar month of the year indicated on the face of the Card, unless cancelled earlier by the Bank. Card cannot be used outside the validity period; the Bank shall not be liable in any manner whatsoever for any consequences that may arise.

2. Upon expiry or earlier cancellation, the Card may be renewed or reinstated at the sole discretion of the Bank. On expiry, the Card must be destroyed by cutting it in half through the magnetic stripe.

3. Unless Cardmember is in breach of the Terms and Conditions of use, the Bank will automatically renew the validity of the Card and send the new Card(s) usually 30 days before the expiry of the current Card(s). The Cardmember may contact the designated Customer Service Centre of the Bank or write to the Bank at the address notified to the Cardmember from time to time.

4. Cardmember must intimate the Bank at least 30 days prior to the expiry of the Card currently being used, if you do not wish to renew the Card. In absence of this, the renewal fee (as applicable at the time of renewal) shall be charged to your Card account and shall be non-refundable.

Fees and Charges

1. The Bank reserves the right to charge the Credit Card account with fees and charges. The Bank is also irrevocably authorized to debit the Credit Card account with an entrance fee/joining fee (as applicable) in the first year and with an annual membership fee (as applicable) each year until the Credit Card account is closed. The annual membership fee is payable in advance and no refund is payable when the Credit Card account is closed. The monthly statement of account will detail all such fees and charges applied to the Credit Card account.

2. The joining and annual membership fee (s) are subject to changes at the discretion of the Bank and are not refundable. The Cardmember agrees for these fees to be charged to the monthly Statement that will be generated by the Bank.

3. The fees are non-refundable and subject to change at the discretion of the Bank. The changes shall be affected with prior intimation to the Cardmember. A schedule of fees and charges is always available upon request.

4. Notwithstanding anything to the contrary contained herein, the Cardmember acknowledges and agrees that where the Corporate Card is issued on a Corporate Liability Basis, if any expenses are not classified as official expenses, the Corporate and the Cardmember shall be liable, on a joint and several basis, for all the spends and amounts which have accrued on the Corporate Card irrespective of whether the underlying expenses are in the nature of official expenses or any other expenses.

Credit limit

1. The Card carrier known as welcome letter enclosing the Credit Card will show the initial Credit limit applicable to the Cardmember's Account. The Credit limit will also be shown on monthly statement together with the amount of available credit at the statement closing date.

2. The Bank will, at its sole discretion, determine the Cardmember Credit limit and notify the Cardmember of the same from time to time. Cardmember, however, may request for a lower limit for the Card account. The Bank on the Cardmember request would revise the Credit limit from time to time.

3. In the event AU Small Finance Bank approves the application made by the Corporate/Business entity, the variation of the Card limit shall become effective once the variation has been processed by AU Small Finance Bank as per its internal policies/procedures. AU Small Finance Bank shall notify the Corporate of the modified

Card limit in the Statement to be issued in the following month. In the event, AU Small Finance Bank disapproves the application made by the Corporate, AU Small Finance Bank shall notify the same to the Corporate forthwith.

4. Use of the Card at merchant establishment will be limited by the credit limit assigned to each Card account by the Bank. In case of Additional Cards issued by the Bank, the extent of use of these Cards so issued will be limited by the Card account's credit limit. The outstanding on the Card account must not exceed the credit limit at any time. In the event of breach of this provision, you will be charged a fee at the prevailing rate, irrespective of the amount by which you exceed the credit limit. You must repay the excess amount immediately. The above-mentioned fee is subject to change at the sole discretion of the Bank.

5. Credit limit and Card account will be terminated if your Card is cancelled. If you fail to settle the Total Amount due/Minimum Amount Due (as applicable) on or before the Payment Due Date, the Bank reserves the absolute right to withhold the facility on the Card till such time the Card account is regularized.

6. In the event the Cardmember makes payment over and above the amount due as per the monthly statement, the Cardmember shall not be entitled to interest on the said credit balance amount, and the same shall be adjusted against the amount due in the subsequent monthly statement.

7. With a view to ensure that the Credit Card is being used as per the regulatory guidelines, Terms and Conditions and applicable policies of the Bank, Bank shall have a right to run periodic checks on the Credit Card usage to identify whether there is excessive utilization of credit limit beyond the sanctioned limit in one statement cycle, unusual or excessive utilization at few select merchants, possible collusion with merchant and/or, over-use/ misuse of features/offers/ programs towards accumulation of undue reward points/ cash back/other benefits amongst others. Based on the usage patterns, if any of these is suspected by the Bank, Bank may take restrictive action on the Credit Card. Such action can be with immediate effect and may include but not be limited to withdrawal of features/benefits as well as complete termination of the Credit Card. If any such action is taken by the Bank, onus will be on customer to provide satisfactory proof of bona fide usage to reinstate the Credit Card and attached features/ benefits as may be deemed fit by the Bank. Bank's decision in this regard shall be final and binding on the customers.

Program Limit:

1. The Program limit is the total credit amount approved for the Corporate/Business Entity in writing or otherwise by AU Small Finance Bank and which is notified to the Corporate /Business entity at the time the AU Small Finance Bank Corporate Card Program and/or AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card Program is offered to the Corporate/Business entity or such other amount as AU Small Finance Bank stipulates from time-to-time.

2. The total value of the Card transactions for a particular Corporate/Business entity, at any point of time, should not exceed the Program Limit assigned to such Corporate/Business entity by AU Small Finance Bank. Any further transactions exceeding the program limit shall be declined by AU Small Finance Bank in its absolute discretion.

3. The Corporate/Business entity may request AU Small Finance Bank, in writing or through other applicable channels approved by the Bank, to vary the program limit. If AU Small Finance Bank approves the request made by the Corporate/Business entity, AU Small Finance Bank shall notify the Corporate/ Business entity of such approval, the effective date of the approval and of any change to the fees and charges payable by the Corporate/Business entity because of such change in the program limit.

4. In the event the Corporate does not agree to the revised fees and charges, the Corporate shall, by providing 30 days' notice in writing to AU Small Finance Bank, cancel the request for varying the program (s) limit and the program (s) shall be closed at the sole discretion of AU Small Finance Bank.

5. The aggregate of all the Card Limit (s) of the Card (s) of a particular Corporate/ Business entity, issued by AU Small Finance Bank may exceed the program limit assigned to the said Corporate, provided it is mutually agreed in writing by AU Small Finance Bank and the Corporate/Business entity. However, the aggregate value of the transactions made by all the Cardholders by using their respective Cards, shall not, at any given point of time, exceed the program limit which is set up by AU Small Finance Bank and which shall be

subject to changes at the sole discretion of AU Small Finance Bank from time to time.

Renewal of the Program Limit:

1. The program limit is valid for a maximum period of 12 months from the date of sanction, or a lesser period as may be decided by AU Small Finance Bank ("Period"). AU Small Finance Bank reserves the right at its sole discretion, to renew the program limit prior to the expiry of the said period. At the time of renewal of the program limit, the Corporate/Business entity shall furnish its latest audited financials and /or any other documents as may be prescribed by AU Small Finance Bank from time-to-time. AU Small Finance Bank shall intimate the Corporate/Business entity of the enhanced or reduced program limit. AU Small Finance Bank may at its sole discretion decide not to renew/revise the program limit.
2. The Corporate/Business entity is also entitled to make an application for modification of the program limit at any time during the tenure of the program.
3. AU Small Finance Bank may consider the application for modification of program limit from the Corporate, and review the program limit at its sole discretion, and in the event AU Small Finance Bank approves the application for modification of the program limit, AU Small Finance Bank shall notify the Corporate/Business entity of such modified limit.
4. AU Small Finance Bank also reserves the right to reduce the program limit at any time during the said period and also during the subsequent renewed periods. In the event AU Small Finance Bank decides to reduce the program limit, AU Small Finance Bank shall intimate the Corporate/Business entity of such reduced limit. If the program limit is not renewed prior to the expiry of the period then AU Small Finance Bank may at its sole discretion decide not to accept any request from the Corporate/Business entity for, including but not limited to, limit enhancements on Cards, issuing/processing new Cards, etc.

Use of Card

1. On receipt of the Card, Cardmember must immediately sign on the signature panel on the reverse of the Card.
2. The Card may be used only for bona fide official purchase of goods and / or services. Cardmember shall not use the Card to purchase anything to resell for commercial or business purposes, to derive any financial gains except for Cards issued under Business Credit Card program.
3. International Credit Cards cannot be used on the internet or otherwise for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, and / or such items / activities for which no withdrawal of foreign exchange is permitted.
4. Cardmember agrees and undertakes that the AU Bank Credit Card issued to Cardmember, if used overseas shall be utilized strictly in accordance with the relevant exchange control regulations, issued and as amended by the Reserve Bank of India ("RBI") from time to time. Cardmember also agree that in the event Cardmember exceed the Foreign Exchange entitlements as per the exchange control guidelines of the RBI, Cardmember undertake to bring the same immediately to AU Bank's notice in writing. And in the event of any failure to comply with the prevailing exchange control guidelines issued by RBI, Cardmember shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended, and be debarred from the Credit Card facility either at our instance or by the RBI.
5. Without prejudice to the foregoing, any payment of charges by us will be with full recourse to Cardmember and Cardmember will not be absolved from liability to make such payment and Cardmember will indemnify AU Bank in respect of any loss, claim or expense incurred by us because of your non-compliance with any such regulations.
6. Cardmember must sign and / or 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 discharge Cardmember of the liability for the charges. Cardmember must retain the copy of the charge slips for at least six months. Upon the Cardmember request, the Bank may, at its sole discretion, provide copies of charge slips, subject to the payment of an additional charge at the prevailing rate.
7. The Bank may, at any time without prior notice, or stating any reason whatsoever, refuse authorization for a charge at a merchant establishment, and/or restrict or defer the Cardmember's ability to use the Card and/or suspend or cancel the Card. The Bank through the ATM, merchant establishment, by itself may repossess/ retain the Credit Card, if it reasonably

believes that it is necessary to do so for proper management of credit or business risk, or if the Card or Card account is being misused or likely to be misused. Cardmember(s) agree to the above without any protest or demur.

8. Any charge slips or other payment requisition received by the Bank for any transaction on the Card account for the payment, shall be conclusive proof that the amount recorded on such charge slip or other requisition, was incurred using the Card by the Cardmember. Where charge slip or voucher is not available, viz. mail order or telephone order or electronic commerce (e.g., internet), and Cardmember dispute that transaction, the Cardmember shall first clear the outstanding on the Card and shall resolve the dispute directly with the concerned merchant establishment. The Bank shall not be liable, in any manner whatsoever, for the same.

9. Surcharge may be levied on purchase of certain product and services, as notified by the Bank from time to time. Payment of surcharge is mandatory and the same may vary from time to time.

10. The monthly statement of account shall be prima-facie proof of the charges incurred by the Cardmember. In the event Cardmember disagree with a charge indicated in the Statement, the same should be communicated to the Bank in writing within 30 (thirty) days of the statement date, failing which the charge in the statement of account shall become conclusive proof of your liability to pay to the Bank.

11. The Bank will not be responsible if the merchant establishment refuses to accept the Card, or levies a surcharge on the Card. However, the Cardmember should notify the Bank of this complaint at the address notified by the Bank from time to time, or at the designated Customer Service Centre.

12. The Bank shall not be in any way responsible and/or liable for merchandise, price, rate, quality, warranty, privileges, benefits, facilities, including deficiency / delay in services, delivery, or non-delivery etc., purchased or availed by Cardmember from merchant establishment and/or third-party supplier, including any mail order or telephone order or electronic commerce (e.g., internet) placed by the Cardmember. Any dispute arising thereto should be settled directly by Cardmember with the merchant establishment/third party suppliers, and failure to do so will not relieve you of any obligation to the Bank.

13. No claim by you against a merchant establishment will be a subject of set off or counterclaim against the Bank.

14. The Card may be suspended / withdrawn by the Bank at its sole discretion, without being liable in any manner whatsoever to the Cardmember. Termination of the Card and this Cardmember Agreement shall result automatically in the termination of the privileges, benefits and facilities attached thereto.

15. You must pay for the purchase of goods/ services e.g., air/rail tickets etc., as it appears on the statement, to avoid incurring finance or fee charges even if the purchase has been cancelled subsequently. Credit of refund on account of cancellation will be made to the Card account (less cancellation charges), only when received by the Bank. No cash refund will be given to the Cardmember. If the credit is not shown in the statement of account within a reasonable time, you must notify the Bank immediately.

16. The Cardmember accept full responsibility for use of the Card in contravention of laws, rules, regulations and Terms and Conditions of this Cardmember Agreement, and undertake to indemnify the Bank, and to make good any loss, damage, interest, conversion, any other financial charges and outgoing, costs and consequences that the Bank may incur or suffer on Cardmember account and Cardmember acts, omission/ commission, and negligence.

17. Cardmember is also liable to pay any statutory dues levied on the services provided by the Bank to the Cardmember.

18. Cardmember agrees and hereby authorizes the Bank to convert charges incurred by the Cardmember in foreign currency to Indian Rupee equivalent at such rate as the Bank may designate from time to time.

19. Cardmember agrees that goods purchased using the Card shall remain the property of the Bank till such time the charges pertaining thereto are fully paid by the Cardmember to the Bank.

20. Cardmember shall keep the Credit Card number and any PIN secret and both separate from each other.

21. Cardmember shall use the Credit Card within the validity dates shown on its face.

22. Cardmember shall not give the Credit Card or Account number to others or allow them to use it for charges, identification, or any other purpose. If Cardmember does so, he will be

liable for all charges incurred on the Credit Card as a result.

Cash advances

1. Cardmember can use the Credit Card, for withdrawal of cash (as applicable) from Automated Teller Machines (ATMs) of the Bank, select partner Banks and from other locations / permitted establishments as may be offered by the Bank from time to time and for any other cash equivalent transactions such as demand draft facility, permitted by the Bank from time to time. For such cash advances and cash equivalent transactions (as applicable), Cardmember shall comply with the laws, rules and regulations not limited to foreign exchange law, Indian tax laws and rules thereunder, as notified by RBI and other government bodies. Cardmember shall not disclose ATM Code (PIN) provided to the Cardmember by the Bank for cash advances to any person and shall take all possible care to prevent its discovery by any person.
2. Cardmember can obtain a cash advance (as applicable) up to your cash limit amount as may be defined and / or communicated by the Bank from time to time, subject to the available cash limit, and such Terms and Conditions applicable to cash advance Transactions.
3. The charges for the cash advances viz., transaction charges, handling charges etc., and Terms and Conditions thereto shall be communicated in writing to the Cardmember. Such charges are subject to change at the sole discretion of the Bank and shall be levied from the date of withdrawal until the date of settlement.

Billing & Settlement

1. The Bank will send statement, once a month for each billing period, at a pre-determined date to Corporate/Business entity and Cardmember at the mailing address or email ID provided. Corporate/ Business entity and Cardmember obligations and liabilities under this agreement will not be affected in any way by non-receipt of any statement of account, and Corporate/Business entity and Cardmember (as applicable) shall be liable to settle the outstanding balance on the Card, based on the charge slips or any other evidence of the charge within 30 days of incurring the charges. However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Card account in the preceding month.
2. Non-receipt of the statement for any reasons whatsoever is not a valid reason for non-payment of dues. If the Cardmember does not receive the statement within 7 days from the usual statement date, the Cardmember is requested to call the AU Small Finance Bank Credit Card Division to check the amount payable. Requests for duplicate statements will attract charges as determined by the Bank from time to time. The statement date is pre-determined and cannot be changed. The Cardmember further agrees that the Bank may round off the bill as determined appropriate by the Bank from time to time. The amount paid more than the actual bill amount will be adjusted in the next billing cycle.
3. The Bank will debit the Card account for all the charges incurred, and credit the Card account for all payments made to the Bank, and for any credits received from the merchant establishments in the Cardmembers favor. The statement will also disclose to you the interest charges, statement date, opening balance, new charges, credits, closing balance, credit limit, available unused credit limit at statement date, payment due date and minimum payment. The time between successive monthly statements will vary depending upon the number of business days in the month. Cardholder can also register online and view the Card statements online by logging on www.aubank.in. Cardholders agree to notify us in writing of any omission from or error on the statement within 30 days from the date of the statement. If Cardholder do not do so, the statement will be conclusively settled to be complete and correct except for any amount, which has been improperly credited to the account.
4. The Corporate/Business entity and/or Cardmember should promptly notify the Bank of any unauthorized transactions appearing on the statement to enable investigation/amendments (if necessary). These transactions should be notified/ referred within 30 days from the date of the statement, after the expiry of which the Bank will not be liable for any refunds that may be related to such transactions.
5. The statement shall always be expressed in Indian currency (INR) and must be settled in India with INR. The statement shall include all transactions processed to the Card account during the statement period. Each statement should be checked by the Corporate/Business entity and the Cardholder on receipt and AU Small Finance

Bank shall be promptly notified of any unauthorized transaction (s) or any other error existing in such statements within 30 days of occurrence of such a transaction or error.

6. The Bank shall render monthly statements based on transactions done by the Cardmember, and / or the payment made and / or credits received. The monthly statement for each billing period will identify, inter alia, of purchase of goods and / or services, cash advances, fees, GST and other charges, payments, and credits to the Card account.

7. AU Small Finance Bank shall endeavor to provide statement online with suitable security to ensure that the statement can be accessed only by the Corporate and the Cardmember. In the event of non-receipt of the statement, for any reason whatsoever, there being no delay on part of AU Small Finance Bank in dispatching them, the Corporate/Business entity and/or Cardmember may request for the statement from AU Small Finance Bank. In the event of non-receipt of the statement, for any reason whatsoever, there being no delay on part of AU Small Finance Bank in dispatching them, Corporate and/or Cardmember shall pay AU Small Finance Bank the sum total of all the dues calculated by using copies of the charge slips in the possession of the Corporate/Business entity and/or the Cardholder, by the Payment Due Date or by inquiring the same by calling AU Small Finance Bank 24 hour Customer Care Center. The closing balance amount specified in the statement provided to the Corporate/Business entity shall be prima facie evidence of the Corporate's/Business entity liability to AU Small Finance Bank at the date of such statement. The amount stated in the statement provided to the Cardholder shall be prima facie evidence of the Cardholder's liability at the date of such statement.

8. The amount outstanding on the Cardmember's statement will be made up of the following:

   • The amounts charged for all goods and services purchased using Card including all mail and telephone order, or over the internet and authorized by the Cardmember to be charged to the Card account.

   • Cash advances on the Cardmember's Card account including those incurred through Automated Teller Machines (ATMs) wherever applicable.

   • The charges set out elsewhere in the Cardmember Agreement (e.g., Fees, Service Charges, Taxes as applicable etc.)

9. Outstation cheque/draft i.e., cheque/draft payable at cities other than certain specified cities, (List of such specified cities as are decided by the Bank from time to time is available on request) will attract processing fee. The fee in respect of processing outstation cheques is mentioned in the Schedule of Charges. The list of such locations and the processing fee may be changed by the Bank at its sole discretion without Notice.

10. If any payment instrument of Corporate/ Business entity and/or Cardmember (as applicable) is subsequently dishonored, the Card privileges may be suspended/ terminated, and a fee, as mentioned in the Schedule of Charges shall be levied to the Card account, at the sole discretion of the Bank. Such fee amount is subject to change at the sole discretion of the Bank. The Bank also reserves the right to initiate any appropriate legal action.

11. Any and all payments received towards the Card account may be applied or appropriated by us as per our internal accounting and credit guidelines, notwithstanding any instructions or specific appropriation by Corporate/Business entity and/or Cardmember (as applicable) or other person making the payments.

12. Cardmember agree that a copy produced from a microfilm of any document relating to your account with us or produced from data received electronically from an establishment's Point of sale terminal or from Cardmember shall be admissible to prove the contents of that document for any purpose.

13. We reserve our right to levy a service charge, at our discretion, in addition to the amount of charge on any particular transaction at any establishment.

14. Duplicate monthly statements of accounts will be provided by the Bank to Corporate/ Business entity and /or Cardmember only up to a period of twelve months preceding your request, subject to payment of service charge specified in the Schedule of Charges, and which can be changed at the discretion of the Bank.

Finance Charges

1. Finance charges are payable at the monthly percentage rate on all charges, including

cash advances, from the date Cardmember incur the transactions until they are fully paid.

2. Finance charges occur on the cash advances and balance transfer from other Credit Card account, immediately from the date of withdrawal of cash or cash equivalent, and from the date of issue of the bankers cheque for such balance transfer, whereas for purchases, the finance charges accrue only if the Total Outstanding or any part thereof payable by the Payment Due Date is not paid in total, and the same is carried forward from the previous billing cycle to next billing cycle.

3. Finance charges, if payable is debited to your Card account on the last date of each statement period and is shown on Cardmember(s) statement.

4. Corporate/Business entity and/or Cardmember will pay finance charges on your Total Outstanding carried forward at the rate defined by the Bank, and as amended by the Bank from time to time.

5. The rate of finance charges may vary for certain facilities such as balance transfer facility etc., and the Bank shall specify the same from time to time.

6. The finance charges as above, will continue to be payable after termination of this agreement or closure of the Card account till outstanding on the Card account is cleared in full.

7. The Bank may at its sole discretion at any time, under intimation to you, vary the finance charges for all or some of its facilities.

Late Payment Fee

1. In the event, Corporate/Business entity and/or Cardmember fails to pay the Total Amount Due or Minimum Amount Due (as applicable) as shown in the monthly statement by the Payment Due Date, a late payment fee as mentioned in the Schedule of Charges shall be levied to the Card account. This fee may vary at the discretion of the Bank and shall be intimated to you.

Other Fees/Charges

1. Corporate/Business entity or Cardmember agrees to pay all costs including but not limited to charges (for renewal, replacement, duplicate statement etc.), transaction fee on cash advance, collection charges for outstation fee, legal cost, any other fees/ charges etc. incurred and / or charged by the Bank.

Transaction fee: For certain transactions that may be charged to the Credit Card (for example Petrol/Gas Stations, Railways or Customs) or other categories that may be introduced in future, we reserve the right to levy a transaction fee per transaction or otherwise as we deem necessary. These rates will be advised to the Credit Cardmembers in their monthly statements or through a mailer.

Goods and Service Tax (GST)

1. Corporate/Business entity or Cardmember agrees to pay GST at rate as per the Government of India guidelines that may be levied on the prescribed fees, finance charges, other fees / charges etc., as may be applicable from time to time.

2. Corporate/business entity and/or Cardmember would be responsible for providing correct and timely information for enabling Credit Card Issuer to undertake appropriate GST compliances. AU Small Finance Bank shall not be responsible for any loss of input tax credit or delay in availing of input tax credit to the Corporate and/or Cardmember

Billing Errors or Enquiries/ Problems with Goods or Purchases

1. If Cardmember have a problem with monthly statement, please write to AU Small Finance Bank at once and AU Small Finance Bank will take reasonable steps to assist you by providing such information as may be necessary in relation to charges charged to your account. Any billing error or dispute shall not be entertained unless sent in writing to AU Small Finance Bank (at the address mentioned on last page of this document) or by calling AU Small Finance Bank on the numbers mentioned on the reverse of the Card. AU Small Finance Bank may charge a reasonable administrative fee for statement reprints or duplicate record of charge forms. Any claim or dispute against any establishment must directly be resolved by Cardmember. No claim against an establishment shall enable Cardmember to any set-off or counterclaim against AU Small Finance Bank. AU Small Finance Bank shall not be liable to Corporate/Business entity and/or Cardmember for any misconduct/ deficiency in service or defect in goods or any act or omission of act on part of the establishment subject to any law to the contrary, Corporate/Business entity and/or Cardmember are not entitled to withhold payment from AU Small Finance Bank because of such claim or dispute.

Payment by the Corporate and/or Cardmember

1. The payment of Total Amount Due/Minimum Amount Due on the Card shall be made by the Cardmember and/or the Corporate/Business entity, as per the liability structure defined of these Terms and Conditions, by the due date provided in the statement. Such payments done by the Corporate/Business entity and/or Cardmember shall not be treated as made, until the date on which the payment of the said amount is realized by the AU Small Finance Bank and credited to the Card account.

3. AU Small Finance Bank reserves the right to charge the Card account, or such other account nominated by the Corporate/Business entity and approved by AU Small Finance Bank from time to time for such purpose, with any fees and charges applicable to the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card Program Facility, as the case may be.

4. AU Small Finance Bank shall notify the Corporate/Business entity and the Cardmember, at the time AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and /or AU Small Finance Bank Business Card Program is offered to the Corporate/ Business entity, of applicable fees and charges payable and when they are payable. AU Small Finance Bank may, at its sole discretion, revise such applicable fees and charges, their frequency and mode thereof as well as introduce additional fees or charges at its sole discretion.

5. AU Small Finance Bank shall also notify the Corporate/Business entity and the Cardmember at the time AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card Program is offered to the Corporate/Business entity, of the applicable annual percentage rate used to calculate interest charges on the balance lying in the Card account and of the applicable fees and charges. AU Small Finance Bank may at its sole discretion, vary the rate (including any margin on the interest rate), frequency or method by which interest is calculated, debited, or credited to the Card account.

6. AU Small Finance Bank shall send to the Corporate/Business entity and the Cardmember, a statement of all charges incurred using the Card(s). All such statements must be settled in accordance with these Terms and Conditions. The Corporate/Business entity and/or Cardmember's liability for all charges to the Card account shall be in no way be affected by the way the statements have been dispatched to the Corporate/Business entity and the Cardmember and whether such dispatch is in accordance with applicable directions as may be issued by AU Small Finance Bank, or not.

Liability of the Corporate and/or Cardmember for Credit extended by AU Small Finance Bank:

1. As per the liability structures as defined herein above in these Terms and Conditions, the Corporate/Business entity and/or Cardmember is liable for all credit extended by AU Small Finance Bank on the Card account arising from any use of a Card and from any mail, internet or telephone orders or purchases, or from transactions made pursuant to any standing instructions authorized by the Cardmember to be charged to the Card account. The Corporate/ Business entity and/or Cardmember shall be liable for any charges including but not limited to fees, duties and charges arising from the use of the Card.

2. The onus of complying with the applicable laws of the land, RBI rules and regulations, foreign exchange control / management regulations, baggage rules, EXIM Policy and other applicable laws, as amended from time to time, is solely that of the Cardholder and the Cardholder shall indemnify and hold harmless AU Small Finance Bank from any consequence, loss, damage, expense or any other financial charge that AU Small Finance Bank may incur and/or suffer on account of the Cardholder's contravention of any applicable law and regulation. Non-compliance with the regulations shall not be a ground for the Cardholder to delay or refuse the amounts payable to AU Small Finance Bank. In case the Card is suspended/cancelled, whether on account of non-compliance with exchange control/ management regulations or otherwise, AU Small Finance Bank will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonored and the concerned merchant establishment would be entitled to pick up the Card on presentation.

3. AU Bank will not be responsible if any merchant establishment refuses to accept the Card or is unable to transact on the Card or

levies a surcharge on the Card. However, the Cardholder should notify AU Small Finance Bank of this complaint. AU Small Finance 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 AU Small Finance Bank. The existence of a claim or dispute shall not relieve the Cardholder of his/her obligation to pay all charges and the Cardholder agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.

Alerts

1. Corporate/Business entity or Cardmember agree that the Bank shall keep you informed about the status of your Card account and provide any other information from time to time by sending you messages via SMS and/or email or any other communication channel, and you would have no objection to the same.

By Phone

1. The Bank shall provide information and facility to Corporate/Business entity and/or Cardmember, to facilitate access to information and carry out transactions on your Card account, by giving instructions on telephone. This may be accepted by the Bank either manually or through automated systems. However, the Bank may at its sole discretion, decide on the nature of the information / transaction that can be given / carried over the telephone. The Bank also reserves the right to authenticate Corporate/Business entity and/or Cardmember identity before processing your request.
2. Corporate/Business entity and /or Cardmember agree that you shall not hold the Bank liable on account of the Bank acting in good faith on such instructions.
3. The Bank may at its sole discretion tape or record such instructions and may rely on transcripts of such telephonic instructions as evidence in any proceedings.
4. At Corporate/Business entity and/or Cardmember request the Bank may send by FAX (at a FAX Number given by you) financial information (sought by Corporate /Business entity and/or Cardmember) regarding the Card account which may be of private and/or confidential nature, and Corporate /Business entity and/or Cardmember shall not hold the Bank liable in any manner if such information come to the knowledge of any third party.
5. In following such instructions, the Bank shall be doing so on a best effort basis and will not be liable on account of delay or inability on the part of the Bank to act immediately or at all on any of your instructions.
6. The Bank reserves the right not to carry out such instructions, where the Bank has reasons to believe that the instructions are not genuine, or to withdraw or suspend the facility.
7. In case there is a discrepancy in the particulars or details of any transactions carried out by the Bank, Corporate/Business entity and/or Cardmember shall be obliged to inform the Bank of the discrepancy within 30 (thirty) days of receiving the advice from the Bank.
8. In consideration of the Bank providing Corporate/Business entity and/or Cardmember the said facility, you shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges, and expenses that the Bank may incur, sustain, or suffer as a consequence of or by reason of Corporate /Business entity and/or Cardmember using this facility.

Internet Banking

1. Corporate/Business entity and/or Cardmember agree that while making any internet transaction, any outflow of foreign exchange must be undertaken by Corporate /Business entity and/or Cardmember only in accordance with Foreign Exchange Management Act, 1999 and Information Technology Act, 2000 and other applicable acts including any rules, regulations, thereunder, and any other laws as may be applicable from time to time. The Bank may at its sole discretion decline certain internet transactions by Cardmember to protect Corporate/business entity and/or Cardmember from unauthorized and illegal use of account information by any person.
2. Cardmember may also be given a specific Personal Identification Number (PIN) for use of this facility. You shall personally be liable for the security of the said number and shall not share or disclose the said number to any individual.
3. Cardmember agree not to use the Card/Card number to visit websites on gaming and obscenity that have been prohibited and declared illegal by the Government of India.

By doing so Cardmember may be liable for any legal action against Cardmember, and the Bank shall not be responsible for the same.

4. The information materials contained on the websites are subject to change. Unauthorized use of Bank's website, including but not limited to entering Bank's systems, misuse of passwords or misuse of any information posted on the website is strictly prohibited. In doing so you shall be liable for legal action under the provisions of Information Technology Act, 2000 and other acts applicable from time to time.

5. In consideration of the Bank providing, you the Internet Banking facility, you shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges, and expenses that the Bank may incur, sustain, or suffer as a consequence of or by reason of your using this facility.

6. The Bank reserves the right to terminate any user access with or without assigning any causes, or without any notice whatsoever.

Insurance

1. The Cardmember may be offered various insurance benefits from time to time by AU Small Finance Bank through a tie up with the Insurance Company. In all cases of claim, the Insurance Company will be solely liable for settlement of the claim, and the Cardmember will not hold AU Small Finance Bank responsible in any manner whether for compensation, recovery of compensation, processing of claims or for any other reason whatsoever. Subject to the terms of the paragraph below, the Insurance Company will be absolved of all its liabilities by releasing approved dues to the nominee of the Cardmember whose name and signature, duly witnessed, appears on the insurance nomination form forwarded by the Cardmember to the Insurance Company directly or through AU Small Finance Bank. Any change in the nomination will be intimated to AU Small Finance Bank by the Cardmember in writing. The Cardmember further acknowledges that the insurance benefits so provided will be available to the Cardmember only so long as the Cardmember is and remains a Cardmember of AU Small Finance Bank with his Card account being good and regular, and no event of default has occurred. The Cardmember further agrees that the insurance claim proceeds may be placed in escrow by the Insurance Company at the direction of AU Small Finance Bank until satisfactory discharge of all outstanding liabilities on the Card by the Cardmember. In the event of the Card facility being terminated, for whatever reason, all such insurance benefits shall automatically, and ipso facto cease to be available from such date of cessation of membership. AU Small Finance Bank may at any time (at its sole discretion without giving any prior notice thereof) modify, suspend, withdraw, or cancel these insurance benefits and there will be no binding obligation on AU Small Finance Bank to continue these benefits.

Lost or Stolen or Misused Cards

1. The Card is issued to the person requesting issuance of the same by Corporate/Business entity and/or Cardmember. No other person is permitted to use the Card issued to Cardmember for charges, for identification or for any other reason. If Cardmember have let someone else use the Card or Corporate /Business entity and/or Cardmember have voluntarily relinquished physical possession of the Card, this will not affect Corporate /Business entity and/or Cardmember's liability to us for payment of all charges made with the Card issued to Corporate/Business entity and/or Cardmember. Corporate /Business entity and/or Cardmember must notify the Bank immediately in the event the Card is lost, stolen, not received, mutilated, or is being used without Cardmember permission. In the case of such loss / theft etc. Corporate/Business entity and/or Cardmember must notify the Bank in writing of such loss / theft etc., immediately after filing the Police Complaint / First Information Report (FIR), a copy of which must accompany the Notice to the Bank with a detailed report of the incident (at the address mentioned on last page of this document). Pending written Notice, Corporate/Business entity and/or Cardmember may also inform the Bank telephonically of such loss/theft etc. The Bank will, upon adequate verification, temporarily suspend the Card account but will not be liable for any inconvenience caused to Corporate/Business entity and Cardmember on this account.

2. Provided that Corporate/Business entity and/or Cardmember have acted in good faith, any liability arising out of any unauthorized use of the Credit Card prior to Notice / Communication to the Bank, shall be of Cardmember for all charges incurred till the Notice/Communication to the Bank, and

shall be Nil only after receipt of Notice by the Bank.

3. In case of an unsigned Card Corporate/Business entity and/or Cardmember shall be liable for all charges incurred on it.

4. You are responsible for the security of the Card, and shall take all steps towards ensuring the safekeeping thereof, and the Bank shall not in any manner be liable for any misuse of the Card. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen Card would rest with you and could even result in the cancellation of the Card account.

5. Corporate/Business entity and/or Cardmember will fully cooperate with the Bank, the representative of the Bank, and/or legal authorities in the event of an investigation into any disputed transaction.

6. In the event Corporate/Business entity and/or Cardmember subsequently recover the Card, the recovered Card must not be used, and must be cut into half through the magnetic stripe and returned immediately to the Bank. The replacement Credit Card and subsequent renewals of it must be used instead.

Appointment of Third Party/Service Provider

1. The Bank at its sole discretion, may appoint third parties / service providers for providing service over the phone, or through any other means. The Bank may also appoint third party/service providers for conducting certain activities such as but not limited to, reference checking, verification through credit bureau, credit verification, recovery of any outstanding on the Card or initiate any action allowed by law for recovery of all dues owing to the Bank. For this purpose, information regarding your credit facility will be supplied to the agents. However, the Bank will not be responsible for any consequences arising out of the third party's acts or omissions. All payments made to such third parties/service provider for collection will be at Corporate/Business entity and/or Cardmember cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues /amounts.

2. Corporate/Business entity and/or Cardmember shall be liable for all costs associated with the collection of dues and legal expenses with interest, if it become necessary to refer the matter to any agent, or where legal resource for enforcement of payment has been taken.

Credit Card Reissue and Replacement

1. If Card becomes defective/gets damaged, mutilated, lost, or stolen, Corporate/Business entity and/or Cardmember may ask for a replacement Card at any of the Bank's Card Division Centers. All such replacement Cards shall be issued at the discretion of the Bank upon payment of such charges prevailing at the time of replacement. The damaged Card must not be used and should be cut in half through the magnetic stripe and returned immediately to the Bank.

Change of Address and Telephone Number

1. Corporate/Business entity and/or Cardmember shall promptly notify the Bank at the address notified by the Bank from time to time, or designated customer service center, in writing or telephonically or visiting branch, of any change in your address and / or telephone number.

Termination/Withdrawal

1. In the event of breach of any of these Terms and Conditions by the Corporate / Business entity and any Cardmember.

(i) Notwithstanding any other provision of these Terms and Conditions the Corporate/ Business entity and/or the Cardmember shall remain liable for any loss directly or indirectly resulting from such a breach; and

(ii) The Corporate/Business entity and/or the Cardmember shall be liable to pay AU Small Finance Bank, upon demand, all amounts outstanding from the Corporate/Business entity and/or the Cardmember to AU Small Finance Bank, whether due and payable to AU Small Finance Bank at the date of such demand or not.

A.) Card Cancellation

I. By the Bank

1. AU Small Finance Bank reserves the right to revoke the Card account at its absolute discretion, with or without cause and without liability on its part whatsoever. AU Small Finance Bank shall notify the Corporate /Business entity and/or the Cardmember thereof. Card(s) may be withdrawn, and the Card account may be closed by AU Small Finance Bank at any time without reference to the validity period embossed on the Card. The Card(s) must be returned to AU Small Finance Bank immediately upon revocation, each cut in four pieces ensuring that the hologram and magnetic strip are destroyed.

2. The Corporate/Business entity and/or Cardmember agrees to surrender the Card(s) to AU Small Finance Bank, or its representative, upon being requested to do so. Use of the Card and the associated privileges, after the notice of withdrawal is fraudulent and subjects the Corporate /Business entity and Cardmember to legal proceedings.

3. Notwithstanding cancellation of the Cards, the Corporate and/or Cardholder shall continue to remain liable for all the charges incurred before and after the cancellation of the arrangement and/or Card account, till the cancelled Cards are returned to AU Small Finance Bank in the manner as stated herein above.

4. No further credit shall be extended by AU Small Finance Bank on the Card account with respect to the cancelled Card(s). In the event a Card is used by the Cardmember after its cancellation, the Corporate and/or Cardmember's shall be liable in respect of that Card until the cancelled Card is received by AU Small Finance Bank, after the Card has been destroyed in the manner as stipulated above.

ii.) By the Corporate and/or Cardmember

1. The Corporate/Business entity and/or Cardmember by notice in writing to AU Small Finance Bank Limited, Credit Card Division, 3rd Floor Hall C, Sunny Junction STC, New Atish Market, Jaipur, Rajasthan 302020, India, request for cancellation of the Card account or the Card. A notification of employment termination or instruction to cancel a Card by the Corporate/Business entity shall not be valid unless given in writing, against due acknowledgment provided by AU Small Finance Bank.

2. The aforesaid notice shall not take effect till the Card has been defaced by cutting off the top right-hand corner ensuring that both the hologram and magnetic stripe have been cut and has been received by AU Small Finance Bank. Same as what has been stated in this entire clause, neither the Card account, nor any Card shall be deemed cancelled.

3. The Corporate's/Business entity and/or Cardmember's liability with respect to the transactions carried out by the Cardmember by using the cancelled Card prior to cancellation or post such cancellation shall not cease until AU Small Finance Bank receives the cancelled or destroyed Corporate Card in the manner as stipulated above.

4. On cancellation of the Card(s) or the Card account, the Card(s) shall be permanently blocked by AU Small Finance Bank. In the event the charges are incurred on the Card after the Corporate/Business entity and/or Cardmember claims to have destroyed the Card, but the Card has not been received by AU Small Finance Bank, the Corporate /Business entity and/or the Cardmember shall be entirely liable for charges incurred on the Card, whether or not the same are the result of the misuse and whether or not AU Small Finance Bank has been intimated of the destruction of the Card.

B.) Withdrawal/Closure of the AU Small Finance Bank Corporate Card Program, Purchase Card Program and/or Business Card Program

i.) By the Bank

AU Small Finance Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw/ close the AU Small Finance Bank Corporate Card Program and/or AU Small Finance Bank Purchase Card Program at any time without giving any notice under any one or more of the following conditions but not limited to the following:

a. In the event the Corporate/Business entity and/or Cardmember commits a breach of any of the Terms and Conditions contained herein, AU Small Finance Bank may forthwith by notice in writing terminate the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card program with such cost upon the Corporate/Business entity and/or the Cardmember as AU Small Finance Bank may deem appropriate.

b. The Corporate/Business entity and/or any of its personnel and/or the Cardmember commit a fraud or misrepresentation or cheat AU Small Finance Bank and such other party or customers of AU Small Finance Bank, forthwith shares such documents/data evidencing such cheating/fraud/ misrepresentation.

c. In the event the Corporate/Business entity and/or the Cardmember are in contravention of any law and regulations, as may be applicable from time to time, or industry practice, or performs acts or omission that would under the circumstances amount to objectionable / unlawful service.

d. It is or becomes unlawful for the Corporate /Business entity and/or the Cardmember to perform any of their respective obligations under these Terms and Conditions.

e. If the Corporate/Business entity has become bankrupt or insolvent or if a petition for insolvency is filed against the Corporate/Business entity and such petition is not dismissed within ninety (90) days after filing and/or if the Corporate/Business entity makes an arrangement for the benefit of its creditors or, if the court receiver is appointed as receiver of all/any of the Corporate's properties. If the Cardmember becomes insolvent or bankrupt or in the event of his/her death.

f. In case any legal restrictions, are initiated, or anticipated, against the Corporate/Business entity and/or the Cardmember.

g. In the event of any misuse or illegal use of the AU Small Finance Bank Corporate Card Program, the AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card Program and/ or the Card and/or the Card account.

h. In the event of default, breach, or deficiency by Corporate and/or the Cardmember and/or any other relevant person (excluding AU Small Finance Bank) in the performance of any of the obligations under the Terms and Conditions and/or the guidelines / directions issued by AU Small Finance Bank to the Corporate and/or the Cardmember from time to time.

i) If the Corporate/Business entity and/or the Cardmember does not meet, or fails to meet any of AU Small Finance Bank's criterion for engaging the Corporate/Business entity and/or the Cardmember for the Program/s.

j) If the continued provision of the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card Program is not in the interest of AU Small Finance Bank. AU Small Finance Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/ or the AU Small Finance Bank Business Credit Card and/or the Card and/or cancel the AU Small Finance Bank Corporate Card Program, the AU Small Finance Bank Purchase Card Program and / or AU Small Finance Bank Business Card Program and/or the Card at any time without giving any notice or assigning any reason thereof. In case of a temporary withdrawal, the privileges may be reinstated by AU Small Finance Bank at its sole discretion. In case of a permanent withdrawal, AU Small Finance Bank has a right to refuse membership to the Corporate/Business entity permanently. However, any such withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such temporary or permanent withdrawal, the Corporate/Business entity and/ or Cardmember shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by AU Small Finance Bank. The Corporate/Business entity and/or Cardmember and AU Small Finance Bank agrees that the provisions of this section shall not limit or restrict, nor shall they preclude any party from pursuing such further and other legal actions, against the other party for any breach or non-compliance of the Terms and Conditions. Upon termination of the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card program all documents, writings, data, contents, confidential information and/ or any other information provided by AU Small Finance Bank to the Corporate/Business entity and/or the Cardmember shall be duly returned to AU Small Finance Bank within 30 days from the date of termination or, if instructed by AU Small Finance Bank, a written confirmation that the same have been destroyed shall be sent to AU Small Finance Bank and the same shall be required to be acknowledged by AU Small Finance Bank. The termination of AU Small Finance Bank Corporate Card Program, the AU Bank Purchase Card Program and /or AU Bank Business Card Program shall not however affect any rights or liabilities accrued or incurred by the parties prior to the said termination.

ii.) By the Corporate/Business Entity:

The Corporate/Business entity may close its engagement with AU Small Finance Bank with respect to the AU Small Finance Bank Corporate Card Program, the AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card Program (as the case may be) at any time providing written notice of thirty (30) days to AU Small Finance Bank. Upon closure, the Cards shall be destroyed in the manner as stipulated in these Terms & Conditions. Withdrawal/closure of the AU Small Finance Bank Corporate Card Program, the AU Small Finance Bank Purchase Card Program and/or AU Small Finance Bank Business Card Program will constitute cancellation of the Cards and automatic withdrawal of all attendant benefits, privileges and services attached to the Card. In the event of such withdrawal, the Corporate/Business entity and/or Cardmember shall continue to be fully liable for all charges incurred on the Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by AU Small Finance Bank. All cancelled Cards must be returned to AU Small finance Bank immediately, after the Card(s) has been destroyed in the manner as stipulated herein above.

C.) Liability on Closure: The Corporate's/ Business entity liability in respect of the AU Small Finance Bank Corporate Card Program, the AU Small Finance Bank Purchase Card program and/or AU Small Finance Bank Business Card Program (including any use of any Cards) shall continue until AU Small Finance Bank has received all Cards after the Cards have been destroyed in the manner as stipulated above. Upon closure, the outstanding balance on all the Card accounts of the respective Corporate shall be due and payable to AU Small Finance Bank immediately to the satisfaction of AU Small Finance Bank. In the event that the Card is cancelled, or the Card account is terminated or the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program or AU Small Finance Bank Business Credit Card is terminated, whether by default or otherwise, the outstanding balance on the Card account shall on demand be due and payable to AU Small Finance Bank immediately. Any amounts reasonably incurred by AU Small Finance Bank in exercising its rights in relation to the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or the AU Small Finance Bank Business Card program arising from any default by the Corporate and/or the Cardholder shall upon demand by AU Small Finance Bank become immediately payable by the Corporate/Business entity and/or Cardmember. AU Small Finance Bank may debit the Card account for retrieving such amounts without providing any prior notice to the Corporate/Business entity and/or the Cardmember. Closure of the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/or the AU Small Finance Bank Business Card shall not prejudice the rights and remedies of AU Small Finance Bank accruing prior to such closure, including without limitation to the right to recover from the Corporate/Cardmember any monies that are due and payable to AU Small Finance Bank under the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card program and/or AU Small Finance Bank Business Card Program. On withdrawal/closure of the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Card Program and/ or the AU Bank Small Finance Bank Business Card Program or the Card account and notwithstanding any prior agreement between AU Small Finance Bank and the Corporate/ Business entity and/or Cardmember to the contrary: (A) the total of all the charges then outstanding, whether or not already reflected in the statement and, (B) the amount of any Voluntary charges incurred after termination (with effect from the date of relevant Transaction Instruction), shall become forthwith due and payable by the Corporate/Business Entity and/or the Cardmember as though they had been so reflected, and interest will accrue thereon from the date such charges have been incurred, as applicable from time to time.

Exclusion of Liability

AU Small Finance Bank is not liable in any way to Corporate/Business entity and/or Cardmember for any inconvenience, embarrassment, loss, damage (including but not limiting to consequential loss or special damage), cost or expense of any nature suffered or incurred by Corporate/Business entity and/or Cardmember or by any other person in respect of or in connection with your ability/inability of the use of Credit Card and/or this Terms and Conditions. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to Corporate/Business entity and /or Cardmember in respect of any loss or damage arising directly or indirectly out of:

1. Any quality, price or value, or defect in any goods or services supplied by the merchant, charged with the Credit Card
2. The refusal of any person or merchant establishment to honor or accept a Card
3. The malfunction of any electronic terminal
4. The giving of transaction instruction other than by Cardmember
5. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction
6. Handing over of the Card by Corporate/ Business Card and/or Cardmember to anybody other than designated employees of the Bank at the Bank's premises.
7. The exercise by the Bank of its right to demand and procure the surrender of the Card prior to the Card Expiry Date, whether

such demand and surrender made and / or procured by the Bank or by any person, or computer terminal

8. The exercise by the Bank of its right to terminate any Card or Card account or

9. Any injury to Corporate/Business entity or Cardmember credit, character and reputation alleged to have been caused by the repossession of the Card and / or any request for its return, or the refusal of any service establishment/mail order establishment to honor or accept the Card

10. Any misstatement, misrepresentation, error, or omission in any details disclosed by the Bank. In the event a demand or a claim for settlement of outstanding dues from Corporate/Business entity and/or Cardmember is made either by the Bank or any person acting on behalf of the Bank, Corporate/Business entity and/or Cardmember unconditionally agree and acknowledge that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon Corporate/Business entity and/or Cardmember's character, in any manner. Subject to any law to the contrary, Corporate/Business entity and/or Cardmember are not entitled to withhold payment from Bank because of such claim or dispute.

Default

1. Corporate/Business entity and/or Cardmember accept that upon any default in discharging the obligations under the Cardmember Agreement, the Bank shall have the right to exercise any or all rights under the said Agreement.

2. AU Small Finance Bank may treat Corporate /Business entity and/or Cardmember's Account as being in default if Corporate /Business entity and/or Cardmember fail to pay the Bank any amount when it is due or if Corporate /Business entity and/or Cardmember fail to comply with these Terms and Conditions or if any cheque, draft, NACH/SI/debit, or other payment is not honored in full. The Bank may also treat Corporate/Business entity and/or Cardmember's Account as being in default if any statement made by Corporate/Business entity and/or Cardmember to Bank in connection with Corporate/Business entity and/or Cardmember's Account or Credit Card was false or misleading, if Corporate/Business entity and/or Cardmember breach any other Agreement that Corporate/Business entity and/or Cardmember may have with the Bank, if a petition for Corporate/Business entity and/or Cardmember's bankruptcy is issued, if any attempt is made by any other creditor to seize any of Corporate/Business entity and/or Cardmember's property or if any of Corporate/Business entity and/or Cardmember's property is seized by any other creditor or upon Corporate/Business entity and/or Cardmember's death /admission of insolvency/ bankruptcy application /seizure order against Corporate /Business entity and/or Cardmember. If Corporate/Business entity and/or Cardmember's account is in default, we require Corporate/Business entity and/or Cardmember to pay the Bank immediately all sums outstanding on Corporate/Business entity and/or Cardmember's Account, and the Bank reserve it's right to cancel Corporate/Business entity and/or Cardmember's Credit Card. Corporate /Business entity and/or Cardmember further agree that, if Corporate/Business entity and/or Cardmember default, Corporate /Business entity and/or Cardmember will pay the Bank all reasonable costs and expenses incurred or expended by the Bank or on it's behalf, including legal fees, in recovering or attempting to recover any monies owing to the Bank.

3. Corporate/Business entity and/or Cardmember acknowledge the right of the Bank to terminate the Card facility in the event of default in respect of any other credit facility extended to Corporate/Business entity and/or Cardmember by the Bank and vice versa.

Disclosure

AU Small Finance Bank Ltd may tie-up with credit bureaus authorized by RBI and will share credit information, including but not limited to Corporate/Business entity and/or Cardmember's current balance, payment history, demographic details, etc. The credit bureaus do not provide any opinion, indication or comment, pertaining to whether credit should or should not be granted. It is in Corporate/Business entity and/or Cardmember's best interest to maintain a good credit history by paying the necessary dues in a timely manner. With credit bureaus in place, responsible customers can expect faster and more competitive services at better terms from credit grantors. Default by customers would be available with credit bureaus, which in turn would impact Corporate/Business entity and/or Cardmember's credit worthiness for future credit requirements. AU Small Finance Bank Ltd will report Corporate /Business entity and /or Cardmember information to credit bureaus monthly, or such other time period as may be agreed between the Bank and the credit bureaus. In case of any billing disputes notified to AU Small Finance Bank Ltd, AU Small Finance Bank Ltd will suspend reporting to credit bureaus until the dispute is resolved. The Corporate/Business entity and/or Cardmember acknowledges that AU Small Finance Bank Ltd is authorized to share information relating to Corporate/Business entity and/or Cardmember, including information relating to any default committed by the Corporate/Business entity and /or Cardholder in discharge of Corporate/Business entity and/or Cardmember obligation, as AU Small Finance Bank Ltd may deem appropriate and necessary, with any existing or future credit bureaus as determined by the Bank from time to time. Such entities may further make available processed information or data or products thereof, of Banks/financial institutions and other credit grantors. Credit Bureaus include Credit Bureaus, Credit Reference Agencies, Credit Information Companies, or any other entity formed and authorized by RBI for the purpose of collecting, collating and disseminating credit information pertaining to borrowers.

1. Corporate/Business entity and/or Cardmember hereby expressly authorize the Bank for the purposes of credit verification or reference checks, protection of its interests etc., to disclose all/any information/ documents relating to you/this agreement and/or any other agreement with other Banks, credit bureaus and financial institutions.
2. Corporate/Business entity and/or Cardmember hereby authorize the Bank or its representatives to contact Corporate /Business entity and/or Cardmember's employer, Banker, or any other source to obtain and / or verify any further information that may be required.
3. Corporate/Business entity and/or Cardmember further acknowledge and authorize the Bank to disclose such information to Reserve Bank of India (RBI), Income Tax Authorities, Credit Rating Agencies, or any other Government or regulatory authorities/bodies/departments /third parties as and when so demanded. Corporate/Business entity and/or Cardmember further authorize the Bank to verify, share and/or disclose Corporate/ Business entity and/or Cardmember name to the aforesaid authorities including Banks, financial institutions, credit bureaus /agencies, data Banks, third parties in the event Corporate/Business entity and/or Cardmember default in payment or compliance of the Terms and Conditions of this agreement.
4. Corporate/Business entity and/or Cardmember further acknowledge that the Bank shall also be entitled to disclose all such information/documents etc. to any Court, Tribunal, Arbitrator if so directed/ required.
5. Upon receipt of adverse reports (relating to Corporate/Business entity and/or Cardmember's credit worthiness or Corporate/Business entity and/or Cardmember's family members), the Bank may cancel the Card, whereupon the entire outstanding balance in the Card account as well as any further charges incurred using the Card, though not yet billed to the Card account, shall immediately become due and payable by Corporate/Business entity and/or Cardmember (as applicable). The Bank is not obliged to disclose the name of the Bank, institution, or body wherefrom it received such information about Corporate/Business entity and/or Cardmember.
6. Corporate/Business entity and/or Cardmember specifically waive the privilege of privacy, confidentiality, and secrecy about the aforesaid information.

Assignment/Securitization

1. **Debt Assignment/ Securitization:** Corporate/Business entity and/or Cardmember expressly recognize and accept 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 in part, and on such terms as the Bank may decide (including reserving a right to the Bank to proceed against Corporate/Business entity and/or Cardmember on behalf of any purchase, assignee or transferee) your outstanding dues to any third party of the Bank's choice, without reference to or without written intimation by the Bank to Corporate/Business entity and/or Cardmember, and any such assignment or transfer shall bind you to accept such third party as a creditor exclusively or as a joint creditor with the Bank, but with the right to the Bank to continue to exercise all power hereunder on behalf of such third party, and to pay such outstanding and dues to 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 dues shall be debited to Corporate/Business entity and/or Cardmember account.

Miscellaneous

1. Where the Bank acts in good faith in response to any oral or electronic instruction or inquiry by Corporate/Business entity and/or Cardmember in respect of any matter in relation to the Card, Corporate/Business entity and/or Cardmember will not be entitled to claim or allege any loss, damage, liability, expenses etc., attributable directly or indirectly, to any such good faith action of the Bank, and Corporate/Business entity and/or Cardmember agree to hold the Bank harmless in respect thereof.
2. Corporate/Business entity and/or Cardmember liabilities (as defined) under this Cardmember Agreement shall not be discharged off, till outstanding on the Card account is cleared in full.
3. The Total Outstanding on the Card account together with the amount of any charges effected but not yet charged to the Card account, will become immediately due and payable in full to the Bank on bankruptcy, insolvency, dissolution or winding up of a Corporate/Business entity and/or a Cardmember, or death of the Cardmember. The Corporate/Business entity will be responsible for setting off any outstanding on the Card account and should keep the Bank indemnified against all costs including legal fees and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to levy finance charges at its prevailing rate.
4. **Indemnity:** Corporate/Business entity and/or Cardmember must indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against the Bank and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by the Bank, directly or indirectly, due to the use or misuse of the Credit Card(s), negligence, misconduct or breach of any of these Terms and Conditions on Corporate/Business entity and/or Cardmember part and/or any other act, thing or matter arising out of or in connection with this Agreement.
5. The Card account would also be liable to be suspended on instructions from any Government/Regulatory Body. All amounts outstanding on the Card shall be deemed to have immediately become due on instructions from Government / Regulatory Bodies as the case may be, and the Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to Corporate/Business entity and/or Cardmember’s obligation to forthwith pay all outstanding.
6. The Bank shall, from time to time be entitled to add to and/or amend all or any of these Terms and Conditions, which shall be communicated in writing to Corporate /Business entity and/or Cardmember. Corporate/Business entity and/or Cardmember will be bound by such amendments, unless all the outstanding in the Card account is paid and the Card is returned to the Bank for cancellation or cut in half before the date upon which any amendment is to have effect.
7. The Bank shall, at its sole discretion, add any new or withdraw any existing facility or features available to Corporate/Business entity and/or Cardmember under these Terms and Conditions.
8. All published information is correct and complete at the time of printing. The Bank cannot assume responsibility for changes, which occur after printing.
9. The use of the Credit Card is also subject to any other Terms and Conditions governing the use of other facilities or features or product enhancements, which may be made available, from time to time

Right to set off / Banker's lien

1. In the event of Corporate/Business entity and/or Cardmember delaying or being unable to settle Corporate/Business entity and/or Cardmember’s Credit Card outstanding as provided in this Agreement, for any reason whatsoever, Corporate/ Business entity and/or Cardmember expressly and unconditionally authorise the Bank to exercise the Bank’s right of General Lien, and / or set off and adjust any such outstanding against a property or assets (both moveable and immoveable) or the Cardmember/Corporate in possession of the Bank from time to time, including but not limited to amounts lying in fixed deposits, and / or in other accounts with the Bank, property, assets (both moveable and immoveable), securities, stocks, shares, monies, and the like of the Corporate/Business entity and/or Cardmember that are or may be in the possession of the Bank, or may come into the possession of the Bank from time to time, irrespective of them or anyone or more of them being held in safe custody by the Bank or otherwise.

2. Corporate/Business entity and/or Cardmember's expressly and unconditionally authorize the Bank to set off and adjust any such outstanding against any amount that may be payable by the Bank, to Corporate/Business entity and/or Cardmember on any account whatsoever.

Waiver/Acquiescence

1. No forbearance, delay or failure on the Bank's part to in exercise any right, power or remedy accruing to the Bank, upon any default under this Agreement, or any other agreement or document, shall impair any such right, privilege, power or remedy, nor shall it be construed to be a waiver / forbearance thereof, or any acquiescence in such default; nor shall, the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

Arbitration Clause

1. All disputes, differences and/or claim or questions arising out of these presents, or in any way touching or concerning the same, or as to constructions, meaning or effect thereof, or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof, by a sole arbitrator to be nominated by the Bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Bank may appoint a new arbitrator to be a sole arbitrator. The award of the arbitrator shall be final and binding on all parties concerned. The arbitration proceedings shall be held in Jaipur (Rajasthan).
2. This clause shall survive termination of the Cardholder Agreement.
3. In respect of the matters where it is determined in an arbitration proceeding conducted in accordance with the preceding paragraph that (i) the arbitration proceeding provided in such paragraph is unenforceable; or (ii) the subject matter thereof is non-arbitrable under the Indian Arbitration and Conciliation Act 1996, as amended, in such a situation, courts in Jaipur (Rajasthan), India will have exclusive jurisdiction in relation to such matters, each party irrevocably waives any right it may have to object to an action being brought in any of those courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.

Prohibition Clause

1. International Credit Cards cannot be used on the internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, and/or such items/activities for which no drawl of foreign exchange is permitted.

Jurisdiction and Governing Law

1. Subject to the arbitration clause above, all disputes arising out of and / or relating to this Cardmember Agreement shall be subject to the exclusive jurisdiction of competent courts at Jaipur (Rajasthan), India.
2. This Agreement shall be governed by the laws of India.
3. This clause shall survive termination of the Cardholder Agreement.

Changing these Terms and Conditions and Policies

1. We reserve the right to change these Terms and Conditions and revise policies, features and benefits offered on the Card at any time on giving Corporate/Business entity and/or Cardmember notice as required by law including, without limitation to changes which affect existing balances, interest charges or rates and methods of calculation. By keeping or using the Credit Card after notification, you agree to the change. If you do not accept any change to these Terms and Conditions, you may cancel the Credit Card by cutting it in half and returning both halves to us. You will still be liable for all charges incurred and all other obligations under these Terms and Conditions until the account is repaid in full.

References

1. Reference to any gender shall include all genders and reference to single number shall include reference to plural number and vice versa, in context thereto.

Acceptance

1. Corporate/Business entity and/or Cardmember have read and understood the entire Cardmember Agreement constituting of all clauses and agree to be bound by all the conditions stated herein.
2. Corporate/Business entity and/or Cardmember accept that Terms and Conditions and other documents regarding Credit Card have been explained in the

language understood by Corporate/Business entity and/or Cardmember, and that Corporate/Business entity and/or Cardmember have understood the entire meaning of various clauses.

3. The Cardmember/Cardholder has been duly authorized by the Corporate to use the Credit Card by virtue of resolution passed in accordance with law.
4. Usages of Card indicates acceptance of the Terms & Conditions laid out in the Cardmember Agreement.

Declaration

1. Corporate/Business entity and/or Cardmember is aware that in the event of any default committed by Corporate/ Business entity and/or Cardmember and/or the Corporate/Business entity towards payment of the charges, it shall affect their records in the CIBIL report and in the reports of other credit information companies authorized by the regulators. Corporate/ Business entity and/or Cardmember understands that the Corporate/Business entity and/or Cardmember shall be liable for the approved charges only. The Corporate/ Business entity and/or Cardmember shall identify the approved charges and shall make payment thereof to the Bank. Corporate/Business entity and/or Cardmember hereby declares that the decision of the Corporate/Business entity as regards the approved and non-approved charges shall be final and binding on the Corporate/Business entity and/or Cardmember and the Corporate/Business entity and/or Cardmember shall be solely liable and responsible for payment of such charges as may be due to the Bank, irrespective of any dispute or difference between Corporate/Business entity and/or Cardmember and the Corporate/Business entity. Corporate/Business entity and/or Cardmember is aware that in the event of any default committed by Corporate/ Business entity and/or Cardmember and/or the Corporate/Business entity towards payment of the charges, it shall affect Corporate/Business entity and/or Cardmember records (as applicable) in the CIBIL report.

In addition to the above, please refer to the Most Important Terms and condition sent to you along with your Corporate or Purchase or Business Credit Card for schedule of charges and other related details of the AU Small Finance Bank Corporate Card Program, AU Small Finance Bank Purchase Credit Card Program and/or AU Small Finance Bank Business Credit Card Program.

NPA Classification :

Example No. - 1 (Credit Card)

IRAC Circular Reference Para No. 4.2.19.2 - A credit card account will be treated as non-performing asset if the minimum amount due, as mentioned in the statement, is not paid fully within 90 days from the payment due date mentioned in the statement.

Example Description - NPA Classification on Credit Card.

Example Detail: If Minimum Amount due (MAD) of a credit card account as on March 31, 2021, and MAD are not received before the lending institution runs the day-end process for this date, the date of overdue shall be March 31, 2021. If it continues to remain overdue, then this account shall get tagged as SMA-1 upon running day-end process on April 30, 2021 i.e. upon completion of 30 days of being continuously overdue. Accordingly, the date of SMA-1 classification for that account shall be April 30, 2021.

Similarly, if the account continues to remain overdue, it shall get tagged as SMA-2 upon running day-end process on May 30, 2021 and if continues to remain overdue further, it shall get classified as NPA upon running day-end process on June 29, 2021. The same is explain as below mention table:

Date	Reporting Date MAD Amount	DPD	Classification
31-Mar-21 (MAD Due Date)	1000	1	
30-Apr-21	2000	31	SMA-1
30-May-21	3000	61	SMA-2
29-Jun-21	4000	91	NPA

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account loan accounts classified as NPAs may be upgraded as 'standard' asset only if entire arrears (MAD amount) of interest and principal are paid by the borrower.

Date	Reporting Date MAD Amount	DPD	Classification
31-Mar-21 (MAD Due Date)	1000	1	
30-Apr-21	2000	31	SMA-1
30-May-21	3000	61	SMA-2
29-Jun-21	4000	91	NPA
30-Jun-21	4000		Upgradation*

*Upgradation of Account is Possible after total pending MAD due of Rs. 4000 is received from borrower.

Example No. - 2

IRAC Circular Reference Para No. 4.2.7 (c) - Asset Classification to be borrower-wise and not facility-wise.

Para No. 4.2.7.1 - It is difficult to envisage a situation when only one facility to a borrower/one investment in any of the securities issued by the borrower becomes a problem credit/investment and not others. Therefore, all the facilities granted by a bank to a borrower and investment in all the securities issued by the borrower will have to be treated as NPA/NPI and not the particular facility/investment or part thereof which has become irregular.

Example Description - NPA Classification on based on borrower wise and not facility wise.

Example: If any Facility of customer is get classified as NPA upon running day-end process as on date. The same customer all the facility need to get classified NPA upon same day. The same is explained in below mentioned table:-

<table>
<tr><th>Customer ID</th><th>Facility Name</th><th>Date</th><th>NPA Reason</th></tr>
<tr><td>A</td><td>Term Loan 1</td><td>29-Jun-21</td><td>NPA Classified as per above Example</td></tr>
<tr><td>A</td><td>Term Loan 2</td><td>29-Jun-21</td><td rowspan="2">NPA Classified Due to Customer A Term Loan 1 is classified NPA</td></tr>
<tr><td>A</td><td>Cash Credit/ Overdraft</td><td>29-Jun-21</td></tr>
</table>

IRAC Circular Refer Para No. 4.2.5 - If arrears of interest and principal are paid by the borrower in the case of loan accounts classified as NPAs, the account should no longer be treated as nonperforming and may be classified as 'standard' accounts.

Example Description - Upgradation of NPA Account loan accounts classified as NPAs may be upgraded if all the above example parameter are fulfill in all the facility of the borrower.

<table>
<tr><th>Customer ID</th><th>Facility Name</th><th>Date</th><th>NPA Reason</th></tr>
<tr><td>A</td><td>Term Loan 1</td><td>29-Jun-21</td><td>NPA Classified as per above Example</td></tr>
<tr><td>A</td><td>Term Loan 2</td><td>29-Jun-21</td><td rowspan="2">NPA Classified Due to Customer A Term Loan 1 is classified NPA</td></tr>
<tr><td>A</td><td>Cash Credit/ Overdraft</td><td>29-Jun-21</td></tr>
<tr><td>A</td><td>Term Loan 1</td><td>15-Jul-21</td><td rowspan="3">Upgrade*</td></tr>
<tr><td>A</td><td>Term Loan 2</td><td>15-Jul-21</td></tr>
<tr><td>A</td><td>Cash Credit/ Overdraft</td><td>15-Jul-21</td></tr>
</table>

*Upgradation of Borrower is Possible after all the above parameter of upgradation are fulfill in all the facility of the borrower.