

Terms and Conditions – AU SMARTLoan on Credit Card

I. Definition

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:

- a. **"Cardholder"**, for the purpose of these Terms and Conditions, means the individual to whom a Credit Card has been issued by the AU Small Finance Bank Limited and who has availed the Facility.
- b. **"Credit Limit"** means the limit up to which the Cardholder is authorized to spend on his/her Credit Card.
- c. **"Cash Limit"** means the maximum amount of cash or equivalent of cash as defined or prescribed by the AU Small Finance Bank, that the Cardholder can withdraw on his/ her Credit Card account. Cash Limit forms a subset of the Cardholder's Credit Limit/Purchase Limit.
- d. **"Card Account"** means the account opened in the name of the Card-Member and maintained by the AU Small Finance Bank for the purpose of usage of the Credit Card as per the Primary Terms and Conditions.
- e. **"Customer"** means an individual to whom a Credit Card has been issued by the AU Small Finance Bank.
- f. **"EMI" or "Equated Monthly Instalment"** means the equated monthly instalments of amounts payable by the Cardholder to the AU Small Finance Bank in respect of the Facility and comprises of the principal amount of the Facility and interest thereon.
- g. **"Facility/Program"** means the **'Personal Loan on Credit Cards'** provided/ agreed to be provided by the AU Small Finance Bank, at its sole discretion, to the Cardholders, either to the extent of amounts not exceeding the available Cash Limit and/or Credit Limit or for an amount over the available Cash Limit and/ or Credit Limit.
- h. **"MITC"** means the Most Important Terms and Conditions governing the Credit Card issued by AU Small Finance Bank, a copy of which is provided by the AU Small Finance Bank to the Cardholder and is available at [https://www.aubank.in/SOC_CC-MITC\(with-Schedule-of-Charges\).pdf](https://www.aubank.in/SOC_CC-MITC(with-Schedule-of-Charges).pdf)
- i. **"Terms and Conditions"** means the terms and conditions governing the Credit Card issued by AU Small Finance Bank, as is available at <https://www.aubank.in/credit-card-member-agreement-pdf-credit-card-member-agreement.pdf> as amended from time to time.
- j. **"Billing Cycle"** refers to the statement cycle.
- k. **"Free look up period"** refers to the window in which the facility availed can be cancelled without any additional charges.

II. Usage of the Facility:

- a. The Facility shall be available only to the AU Small Finance Bank Credit Cardholders, who has an offer from the AU Small Finance Bank for availing the Facility, approval with respect to which is at the sole discretion of the AU Small Finance Bank.
- b. The Cardholders shall be required to pay a non-refundable processing fee on the Facility as specified by the AU Small Finance Bank to the Cardholder from time to time.
- c. Facility will be disbursed instantly, subject to mandatory Bank's policy and credit checks.
- d. The Cardholder hereby agrees to avail the Facility on the precondition that he/she will not use the Facility, or any part thereof, towards purchase of gold, bullion, jewellery, acquisition of land/immoveable property, acquiring equity shares of Indian company/ies and/or investment in the capital markets or for the purpose of repaying his/her AU Small Finance Bank's Credit Card outstanding.

- e. The Cardholder hereby confirms that he/she is not related to bank's Chairman/Managing Director or other Directors, Directors (including Chairman/Managing Director) of other banks and their relatives, Directors of Scheduled Co-operative Banks and their relatives, Directors of Subsidiaries/Trustees of Mutual Funds/Venture Capital Funds set up by the financing banks or other banks.
- f. The Cardholder understands that by clicking on the 'I Agree' tab/button in the Facility application journey, he/she is entering into a valid and binding contract with the AU Small Finance Bank and the same shall be enforceable and binding as per the provisions of the Information Technology Act, 2000, as amended from time to time and the same shall be admissible as an electronic record under the provisions of Indian Evidence Act, 1872 as amended from time to time.
- g. The Cardholder hereby allows use of such information that had been provided at the time of applying for the AU Small Finance Banks Credit Card for the completion of documentation for the Facility as well as any other offers AU Small Finance Bank may wish to extend to the Cardholders.

III. Repayment:

- a. The Cardholders shall repay the Facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by the AU Small Finance Bank to the Cardholder at the time of making the offer for the Facility. The interest calculation will start from the time the request regarding the Facility has been confirmed by the Cardholder. The amount of the EMIs together with other details of the Facility (including rate of interest) shall also be communicated to the Cardholder at his/her registered e-mail/ mailing address/registered mobile number.
- b. A separate monthly statement will be generated and sent for Personal Loan on Credit Card. The billing cycle date & payment due date shall remain same as per existing cardholders existing AU Small Finance Banks Credit Card. EMI will be billed in the monthly Loan statement starting from the immediate billing cycle date.
- c. In cases where the Cardholders has availed of this loan Facility, the amount of EMI due for a particular month shall be subsequently reflected in the Facility/Loan statement for that month. Processing fees and related taxes will be levied in addition to EMI amount in the subsequent statement generated post Facility approval.
- d. By availing of the Facility, the Cardholder authorises the AU Small Finance Bank to debit the Loan Account of the Cardholder monthly for EMI due for that particular month, as has been intimated to the Cardholder through the Statement. Principal and interest will be mentioned separately in the Statement.
- e. Goods and Services Tax (GST) will be applicable on the interest component of the EMI every month and on any charges/fees levied to Cardholder
- f. The Cardholder shall be required to pay the entire amount of the EMI for a particular month on the Payment Due Date as indicated in the Statement. In the event of the payment is not made by the payment due date, it shall be construed as a default by the Cardholder and Cardholder shall become liable to pay the amount together with late payment charges and interest charges, as specified in the Primary Terms and Conditions/MITC of AU Small Finance Banks Credit Cards/Card Member Agreement
- g. Cardholder will have an option to set standing instruction or e-mandate on the loan account for auto debit of monthly statement due amount on the due date. Prior notification will be sent to the cardholders to intimate about the outstanding amount, event and time for auto debit. It is cardholder's responsibility to ensure to track the communications for successful debit or manage payments.

IV. Cancellation of Facility:

- a. The Cardholder may cancel the Loan within 3 days from the Loan disbursed date by contacting AU Small Finance Bank's customer care 1800 1200 1500/ Chatbot Auro/ customerservice@aubank.com. During this period the Applicant/Borrower shall not be charged any penalty on the prepayment of the loan amount, however the Applicant/Borrower shall be liable to pay proportionate interest for the

number of days amount not paid back during Cooling Off Period, provided the loan amount is transferred to the loan account in full for loan cancellation.

- b. Any loan cancellation request post free-look period shall not be entertained and shall be treated as pre-closure with applicable charges as mentioned in key fact statement issued along with the loan disbursal.

V. Prepayment of Facility:

- a. If the Facility is prepaid/ before the tenure of the Facility, the amount of the Facility outstanding at the time of prepayment together with all interest and other charges levied thereon and all other monies in respect of the Facility shall become repayable by the Cardholder. In addition to this, the Cardholder is liable to pay pre-closure charges of 3% of outstanding loan amount plus applicable taxes/GST along with interest of upcoming unbilled EMI.
- b. The Cardholder may prepay the Facility at any time by contacting the AU Small Finance Bank's 24-Hour customer care. The Cardholder shall pay such prepayment charges, applicable interest till the day of pre-closure and principle outstanding as may be indicated by the AU Small Finance Bank in the communication sent to the Cardholder at the time of granting the Facility.
- c. AU Small Finance Bank shall, without prejudice to all rights and remedies, have the right to call upon the Cardholder to forthwith repay the Facility, all interest thereon and all other monies in respect of the Facility upon occurrence of Event of Default (hereinafter specified) in repayment of the amount of the Facility and the Cardholder shall be liable to repay all such amounts upon such demand.

In the event of Cardholder requesting for closure of AU Small Finance Bank's Credit Card, Cardholders needs to clear outstanding available on Credit Card and Loan account, post clearance of outstanding amount request for Credit Card and Loan account will be processed.

VI. Particular Affirmative Covenants:

- a. The Cardholder has understood the AU Small Finance Bank's method of calculating EMIs payable;
- b. The Cardholder shall renew the Credit Card forthwith in the event of the period of the Credit Card expires during the tenure of the Facility. In the event of failure of the Cardholder to renew the Credit Card as stated above, AU Small Finance Bank shall be entitled to call upon the Cardholder to forthwith repay the Facility without prejudice to all rights and remedies against the Cardholder;
- c. The Cardholder is deemed to have accepted these terms and conditions. The Cardholder is aware that these Terms and Conditions are available at <https://www.aubank.in> and has read and understood the same;
- d. The Cardholder shall make payment of all taxes, duties, levies (including GST) in connection with the Facility.

VII. Events of Default

If one or more of the events specified in this clause ("Events of Default") occur or shall have occurred, AU Small Finance Bank may call upon the Cardholder to foreclose the Facility by a notice in writing/email/call to the Cardholder.

- a. The Cardholder commission of a breach of any of the terms & conditions and covenants herein contained or those as contained in the Primary Terms and Conditions or having made any misrepresentation to the AU Small Finance Bank.
- b. The Cardholder having been declared an insolvent.
- c. If the Cardholder is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Cardholder.
- d. The Cardholders failure to furnish any information or documents that may be required by the AU Small Finance Bank.



- e. The Cardholder entering any composition with his/her creditors.
- f. The Cardholder defaulting on any of the terms and conditions of any other loan or facility provided by the AU Small Finance Bank
- g. The existence of any other circumstances which, in the sole opinion of the AU Small Finance Bank, jeopardises the AU Small Finance Bank's Interest/reputation.
- h. The Cardholder defaulting on the Primary Terms and Conditions applicable for Personal Loan on Credit Card.

VIII. Miscellaneous

- a. Details of the processing fee, foreclosure fee, GST and interest rate applicable on the loan Facility shall be as per the amortisation schedule provided by the AU Small Finance Bank to the Cardholder. Details of all other charges shall be as per the MITC.
- b. Nothing contained in the Terms and Conditions shall be construed as an obligation of the AU Small Finance Bank to continue to offer the Facility after the date of termination of the Facility. AU Small Finance Bank reserves the right at any time, without previous notice, to add, alter, modify, change or vary all or any of the Terms and Conditions.
- c. The Facility shall be available to the Primary Cardholder only, subject to available Cash Limit and/or Credit Limit and will be provided to the Cardholder requesting the Loan Facility, at the sole discretion of the AU Small Finance Bank.
- d. The competent courts in Jaipur shall have exclusive jurisdiction to deal with any dispute that may arise out of the Terms and Conditions or in respect of the Facility. The existence of a dispute, if any, shall not constitute a claim against AU Small Finance Bank.
- e. In addition to the general right to set off or other right conferred by law or under any other agreement, AU Small Finance Bank may, without notice, combine or consolidate the standing balance on the Cardholder's Card Account, or the account linked to the Card Account, with any other account(s) that the Cardholder maintains with the AU Small Finance Bank and its group companies, and set off or transfer money standing to his/her credit in such other account(s) in or towards the satisfaction of the Cardholder's liability to the AU Small Finance Bank under his/her Card Account or the Facility.
- f. The Terms and Conditions governing the Facility shall be in addition to and not in substitution or derogation to the Primary Terms and Conditions.
- g. The Cardholder has/have no objection to the AU Small Finance Bank Limited and its representatives' providing information on various products, offers and services provided by the AU Small Finance Bank Limited/third parties through any mode (including without limitation through telephone calls/SMS/e-mails) and authorise the AU Small Finance Bank Limited, representatives for the above purpose.
- h. The Cardholder acknowledges that the AU Small Finance Bank may also share the Cardholder's information with any parent, subsidiary, affiliate or associate of the AU Small Finance Bank, for the purposes of marketing and offering various products and services of the AU Small Finance Bank or its group companies, subsidiaries, affiliates and/or associates.
- i. All capitalised terms used herein, but not defined, shall have the meaning ascribed to them in the Primary Terms and Conditions.