

Terms and Conditions for Xpress Loan

I. Definitions:

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. "**Card holder**", for the purpose of these Terms and Conditions, means the individual to whom a credit card has been issued by AU Small Finance Bank Limited and who has availed of the Facility.
- b. "**Credit Limit**" means the limit up to which the Card holder 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 AU Small Finance Bank, that the Card holder can withdraw on his/ her Card Account. Cash Limit forms a subset of the Card holder's Credit Limit/Purchase Limit.
- d. "**Card Account**" means the account opened in the name of the Card-Member and maintained by 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 AU Small Finance Bank.
- f. "**EMI**" or "**Equated Monthly Instalment**" means the equated monthly instalments of amounts payable by the Card holder to AU Small Finance Bank in respect of the Facility and comprises of the principal amount of the Facility and interest thereon.
- g. "**Facility**" or "**XPRESS LOAN**" means the 'Loan on Credit Cards' provided/ agreed to be provided by AU Small Finance Bank, at its sole discretion, to the Card holder, 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 AU Small Finance Bank to the Card holder 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. "**Primary Card holder**" is the person in whose name the Card Account has been opened and to whom the card has been issued.
- j. "**Primary 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.
- k. "**Terms and Conditions**" shall mean the terms and conditions for Xpress Loans

II. Usage of the Facility:

- a. The Facility shall be available only to AU Small Finance Bank Credit card Customer, who has a pre-approved offer from AU Small Finance Bank for availing of the Facility, approval with respect to which is at the sole discretion of AU Small Finance Bank. The Customer can request for an amount up to a certain limit of available Credit Limit on the Credit Card Account and such amounts shall be disbursed immediately in the form of transfer to his/her AU Small Finance Bank liability account and through Immediate Payment Service (IMPS) or through Unified Payments Interface (UPI) to his/her other bank liability account, as may be communicated by AU Small Finance Bank, from time to time. The final approval of the amount of the Facility to be granted is subject to the Customer's performance on the Card and the available Cash Limit and/or Credit Limit at the time AU Small Finance Bank receives the Customer's request for the Facility. The Cash Limit and/or the Credit Limit on the credit card will be blocked by the amount for which the Facility is granted in cases where such amount forms part of the available Cash Limit and/or Credit Limit. The Card holder shall be required to

pay a non-refundable processing fee on the Facility up to the percentage specified by AU Small Finance Bank to the Card holder. The cash-limit on the credit card will be blocked by the amount for which the facility is granted.

- b. Facility will be disbursed instantly, subject to mandatory policy and credit checks.
- c. The Card holder hereby agrees to avail of 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 capital markets capital market or for the purpose of repaying his/her AU Small Finance Bank Card outstanding.
- d. The Credit Limit of the credit card will be blocked by the amount which is equal to billed EMI/EMIs + applicable taxes and fees, including processing fees. In case of availing of Xpress Loan – Within The Limit (WTL) Facility, Credit Limit will be blocked by the amount equal to Xpress Loan availed.
- e. The Card holder 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 Card holder understands that by clicking on the 'I Agree', he/she is entering into a valid and binding contract with 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 Card holder hereby allows use of such information that had been provided at the time of applying for the 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 Card holder.

III. Repayment:

- a. The Card holder shall repay the Facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by AU Small Finance Bank to the Card holder 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 Card holder. The amount of the EMIs together with other details of the Facility (including rate of interest) shall also be communicated to the Card holder at his/her registered e-mail/ mailing address/registered mobile number. In cases where the Customer has availed of this loan Facility, the amount of EMI due for a particular month shall be subsequently reflected in the card 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. By availing of the Facility, the Card holder authorises AU Small Finance Bank to debit the Card Account of the Card holder monthly for the amount of EMI due for that particular month, as has been intimated to the Card holder through the Statement. Principal and interest will be mentioned separately in the Statement. The Cash Limit and/or Credit Limit shall be reinstated to the extent of the amount of EMI repaid by the Card holder.
- b. This facility will be offered under AU Small Finance Bank credit card account. 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.

- c. The Card holder 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 and the same shall not be permitted to be carried forward/included in the next Statement. In the event the payment is not made by the payment due date, it shall be construed as a default by the Card holder and Card holder shall become liable to pay the amount together with late payment charges, as specified in the Primary Terms and Conditions.
- d. The EMI amount will be included as a part of the Minimum Amount Due (MAD) in the monthly Credit Card Statement. If the MAD is not paid, as communicated in the Most Important Terms and Conditions (MITC), the charges along with GST will be levied on the outstanding amount (Including but not limited to the EMIs as above).

IV. 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 Card holder. In addition to this, Card holder is liable to pay pre-closure charges of 3% of outstanding loan amount plus GST along with interest of upcoming unbilled EMI.
- b. The Card holder may prepay the Facility at any time by contacting AU Small Finance Bank's 24 Hour customer care. The Card holder shall pay such prepayment charges as may be indicated by AU Small Finance Bank in the communication sent to the Card holder 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 Card holder 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 Card holder shall be liable to repay all such amounts upon such demand.
- d. In the event of non-payment of Minimum Amount Due (MAD) & EMI dues, (Credit Card remains past due for more than 90 days), the EMI Facility shall be pre-closed. The outstanding principal, the interest on the loan (from the last EMI billing till closure) shall be debited from the Credit Card account and will appear in the monthly statement. AU Small Finance Bank shall be entitled to demand immediate repayment of such outstanding amounts.
- e. In the event the Credit Card is closed prior to all EMI(s) being charged, the amount outstanding under EMI and any applicable charges, as on the date of closure of the Credit Card shall be debited to the Credit Card account as a consolidated amount.

V. Cancellation of Facility:

- a. In case of AU Small Finance Bank liability account and non-AU Small Finance Bank account transfer through IMPS/UPI, cancellation is subject to receipt of payment of the transferred funds to the specified AU Bank Account.
- b. Once loan disbursed, cancellation will not be allowed, however in exceptional scenarios the Card holder may cancel the Facility by contacting AU Small Finance Bank's customer care. Cancellation is subject to full payment of disbursed amount to the Loan reversal Account.

VI. Particular Affirmative Covenants:

- a. The Card holder has understood AU Small Finance Bank's method of calculating EMIs payable;

- b. The Card holder has understood and agrees that by availing of the Facility, the Card holder shall not be, unless otherwise stated by AU Small Finance Bank in writing, eligible for any reward points whatsoever, whether awarded under the AU Small Finance Bank Reward Points Scheme or any other Reward Points Scheme on the card that may be announced by AU Small Finance Bank from time to time;
- c. The Card holder shall renew the card forthwith in the event the period of the card expires during the tenure of the Facility. In the event of failure of the Card holder to renew the Card as stated above, AU Small Finance Bank shall be entitled to call upon the Card holder to forthwith repay the Facility without prejudice to all rights and remedies against the Card holder;
- d. The Card holder is deemed to have accepted these terms and conditions. The Card holder is aware that these Terms and Conditions are available at <https://www.aubank.in> and has read and understood the same;
- e. Repayment by the Card holder of the entire amount of the Facility to AU Small Finance Bank shall release the Credit Limit and/or Cash Limit for which the Card holder is eligible by virtue of holding the card;
- f. The Card holder shall make payment of all taxes, duties, levies (including GST) in connection with the Facility.

VII. Liabilities of the Card holder:

AU Small Finance Bank reserves the right to require the Card holder to make advance payment of one or more EMIs against grant of the Facility, and AU Small Finance Bank shall have the right to adjust the amount of the advance EMIs towards the balance amount of the Facility, at its sole discretion.

VIII. 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 Card holder to foreclose the Facility by a notice in writing to the Card holder.

- a. The Card holder's 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 AU Small Finance Bank;
- b. The Card holder having been declared an insolvent;
- c. If the Card member 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 Card member
- d. The Card holder's failure to furnish any information or documents that may be required by AU Small Finance Bank;
- e. The Card holder's entering into any composition with his/her creditors.
- f. The Card holder's defaulting on any of the terms and conditions of any other loan or facility provided by AU Small Finance Bank to the Card Holder;
- g. The existence of any other circumstances which, in the sole opinion of AU Small Finance Bank, jeopardises AU Small Finance Bank's Interest;

- h. The Card holder's defaulting on the Primary Terms and Conditions applicable for Xpress Loan.

IX Miscellaneous:

- a. Details of the processing fee, foreclosure fee, GST and interest rate applicable on the Facility shall be as per the amortisation/repayment schedule provided by AU Small Finance Bank to the Card holder. 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 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 Card holder only, subject to the available Cash Limit and/or Credit Limit and will be provided to the Card holder requesting for the Facility, at the sole discretion of AU Small Finance Bank.
- d. The competent courts at 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. In the event of any dispute at the instance of the Card Holder, the Card Holder shall not be entitled to withhold any amounts due under the Facility or on account of usage of the credit card. All disputes with respect to Terms and Conditions at all times shall be referred to an Arbitrator as specified in the Arbitration Clause which states as under -

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, of a sole arbitrator to be nominated by the Lender/bank, and in the event of death, unwillingness, refusal, neglect, inability or incapability of a person so appointed to act as an arbitrator, the Lender/Bank may appoint a new arbitrator to be the sole arbitrator. The arbitrator shall not be required to give any reasons for the award, and award of the arbitrator shall be final and binding on the parties concerned. The arbitration proceedings shall be held in Jaipur.

- 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 Card holder's Card Account, or the account linked to the Card Account, with any other account(s) that the Card holder maintains with 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 Card holder's liability to 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. Card Holder would be responsible for providing correct and timely information for enabling Credit Card Issuer to undertake appropriate GST compliances. Card issuer shall not be responsible for any loss of input tax credit or delay in availment of input tax credit to the card holder.

- h. The Card holder has/have no objection to AU Small Finance Bank Limited and its representatives' providing information on various products, offers and services provided by AU Small Finance Bank Limited/third parties through any mode (including without limitation through telephone calls/SMSes/e-mails) and authorise AU Small Finance Bank Limited, representatives for the above purpose.
- i. The Card holder acknowledges that AU Small Finance Bank may also share the Card holder's information with any parent, subsidiary, affiliate or associate of AU Small Finance Bank, for the purposes of marketing and offering various products and services of AU Small Finance Bank or its group companies, subsidiaries, affiliates and/or associates.
- j. All capitalised terms used herein, but not defined, shall have the meaning ascribed to them in the Primary Terms and Conditions.