The Ropar Central Cooperative Bank Ltd.

(Railon Road, Ropar)

APPLICATION FORM FOR ATM / DEBIT CARD FOR INDIVIDUALS

Please read instructions / Terms & Conditions (given overleaf) carefully before filling up the form

INSTRUCTIONS: (1) Please fill in the form in BLOCK LETTERS only. (2) Tick (✓) in appropriate column wherever required.

Card Issuing Branch Code ☐☐☐☐ Branch Name _____

NAME AS DESIRED ON CARD (Maximum upto 20 characters, not nickname)

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

1. Primary Account Details ☐ Saving ☐ Current # Mode of Operation: SOLE / Either or Survivor

   Account No. ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Customer ID ☐☐☐☐☐☐☐☐☐

2. Name of Applicant / Account Holder

   ☐ Mr. ☐ Mrs. ☐ Miss. First Name : ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

   Middle Name ☐☐☐☐☐☐☐☐☐☐☐☐☐ Last Name ☐☐☐☐☐☐☐☐☐☐☐☐☐

   Date of Birth ☐☐☐☐☐☐☐☐ (D D M M Y Y Y Y) Mother's Maiden name _____

   Occupation ☐ Service ☐ Business ☐ Professional ☐ Student ☐ Self employed ☐ House wife ☐ Others

   E-mail ID _____

3. *Other Details:

   Father/Husband Name: _____ Nationality: _____ Religion: _____

   AADHAR No.: ☐☐☐☐☐☐☐☐☐☐☐☐ PAN NO.: ☐☐☐☐☐☐☐☐☐☐

4. *Residential Address

   ☐☐

   ☐☐

   City ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Pin ☐☐☐☐☐☐ State ☐☐☐☐☐☐☐☐

5. Office Business Address

   ☐☐

   ☐☐

   City ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Pin ☐☐☐☐☐☐ State ☐☐☐☐☐☐☐☐

6. Communication address OFFICE ☐ RESIDENCE ☐

   TEL NUMBER with STD Code: (R)esidence _____ (O)ffice _____ (M)obile _____

7. For Linking Secondary A/C's to the Primary card only

   ☐ Saving ☐ Current Account No. 1 ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

   ☐ Saving ☐ Current Account No. 2 ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

8. Signature of the Applicant

   Name _____

   Rupay Card Number (For Branch use)

   ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Please paste passport Size Colour Photograph here, Please do not use Pins, Staples or tape

9. Declaration :

   I/We, have read, understood and accepted the terms and conditions governing the use of Rupay Card herein given overleaf. I/We hereby agreeto abide by the said terms and conditions as in force from time to time.

   (1) Signature of Applicant _____ (2) Signature of Joint Account Holder (if any) _____ (E/S)

   Name _____ Name _____

FOR BRANCH USE ONLY

Signature of customer and mode of Operation of the Account(s) varified , and hereby authorized to issue the Rupay Debit Card.

Signature of verifying Authority: _____ Authorised Signatory : _____

FOR ATM BACK OFFICE **Processed on** ☐☐☐☐☐☐☐☐ (D D M M Y Y Y Y)

APPLICATION NO.: _____ **A/C Type: SB/CA (Tick)** **ATM CARD NO.-** ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

BRANCH NAME: _____ **A/C No.: (Pr.)** ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ **Authorised By** _____

* Please Attach Document Proofs

*In Current accounts ATM Cards will be issued to Sole properiters only

TERMS & CONDITIONS FOR DEBIT/ATM CARD

A. DEFINITIONS

In this document the following words and phrases have the meaning stated hereunder unless indicated otherwise:

Bank refers to The Ropar Central Cooperative Bank Ltd.

Customer means an account holder of the Bank, who has agreed to these Terms and Conditions and is authorized to operate the Bank Account and thereby use the Banking Services including ATM services, and includes those having Joint Accounts.

Customer includes any individual and sole proprietorship firm,

DEBIT/ATM CARD or Card refers to ATM Card issued by The Ropar Central Cooperative Bank Ltd.

Cardholder means the approved Customer who has requested for the Rupay/ATM CARD upon his/her undertaking to abide by the terms and conditions herein and who has been issued the Card and who is authorised to hold and use the **Card. Account(s)** means the operative account specified by the Customer for the purpose of routing his/her Debit/ATM Card related Transactions. This, account is designated as the Primary Account. Should there be more than one such account, the other/s would be designated as Secondary Account

No. 1 or Secondary Account No. 2.... at the option of the Cardholder. Availability of the ATM / Card facility is subject to continuation of the Primary Account with the Bank and unless alternative prior arrangements are made by the Cardholder.

Bank account(s) means the operative accounts of various customers of the bank.

ATM means any Automated Teller Machine whether in India or overseas, whether of the Bank or an ATM under specified Shared Network, at which, amongst other things, the Cardholder can use his Card to access his funds held in his Account with the Bank.

Shared Network shall mean network of ATMs other than MyTime ATMs where Debit/ATM Cards are accepted.

Account Statement means a monthly statement of card account sent by the Bank to a Cardholder setting out the Transactions carried out and balance in the card account as on that date, and any other information as the Bank may deem fit to include.

Merchant Establishment shall mean establishments wherever located which honour the Card and shall include, among others, stores, shops, restaurants, hotels, railways and airline organisations advertised as honouring the Card.

POS Terminal "POS (Point of Sale) Terminal shall mean point of sale electronic terminals at Merchant Establishment whether in India or overseas, capable of processing Card Transactions and at which, amongst otherthings, the Cardholder can use his Card to access his funds in his Account held with the Bank to make purchases".

Transactions shall mean any instruction given by a Cardholder using a Card, directly or indirectly, to the Bank to effect a transaction.

Valid Charges means charges incurred by the Cardholder for purchase of goods or services on the Card or any other charge as may be included by the Bank from time to time for the purpose of this Scheme.

PSCB **Helpline** refers to PSCB Phone Banking Service _____ or such other agency as may be nominated by the Bank, which shall be available to all Cardholders.

"Force Majeure Event" means any event such as fire, earthquake, flood, epidemic, strike, lockout, labour controversy, industrial disputes, riot, civil disturbance, war, civil commotion, natural disasters, acts of God, failure or delay of any transportation agency, or any other furnisher of essential supplies or other facilities, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in Law, or other regulatory authority acts beyond the control of the Bank, or for any other reasons which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence.

"Law" includes all applicable statutes, enactment, acts of legislature or Parliament, ordinances, rules, bye-laws, regulations, judgements, notifications, guidelines, policies, directions, circulars, directives and orders of any Government, statutory authority, tribunal, board, court or recognised stock exchange, final and interim decrees and judgments.

"Technical Problems" include any problems and difficulties arising due to power and electricity failure, computer errors, programming errors, software or hardware errors, computer breakdown, non-availability of Internet connection, communication problems between the Bank's server and ATM network, shutting down of the Bank's server, non-availability of links, corruption of the computer software, problems in ATM, or any other Service Providers infrastructure and telecommunication network, problems in any other telecommunication network and any other technology related problems.

The terms and conditions for use of the card are as specified in this document and as amended by the Bank from time to time.

Unless the context otherwise requires,

(a) words importing one gender include the other gender;

(b) words importing the singular include the plural and vice versa;

(c) any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment;

(d) the clause headings do not form part of this Terms and conditions and shall not be taken into account in its construction or interpretation and

(e) any reference to the Agent shall, if appropriate, include his personal representatives.

B. PRESUMTIONS

1. **Voluntary Consent:** Customer(s) have completely read and understood all the terms and conditions and have voluntarily agreed to open the Bank Account and/ or to utilise banking services including ATM Services.
2. The cardholder will be responsible for all facilities granted by the Bank in respect of the card and for all related charges, and shall act in good faith in relation to all dealings with the card and the Bank.
3. **No Conflict:** These Terms and Conditions are in addition to and not in derogation of the terms and conditions relating to any Bank Account of the customer, and in addition to any other contract between the customer and the Bank. In the event there is any conflict between the terms & conditions specified herein and any other agreement / contract between the customer and the Bank, the terms and conditions detailed herein shall prevail and override any such conflicting agreement / contract.
4. **Applicability of clauses:** There may be some clauses in these terms & conditions, which may be applicable to only particular Banking Services. Customer availing of those specific Banking Services must comply with such clauses.
5. **Binding:** Customer agrees that these Terms & Conditions are legally and unconditionally binding on the Customer and Customer shall take all steps necessary to comply with these terms & conditions.

C. AMENDMENTS TO THE TERMS AND CONDITIONS

The Bank reserves the right to alter, amend or revise any policy, benefit or feature offered on the card and also has the absolute discretion to amend, alter or supplement any of the terms and conditions detailed herein, for use of the card in any manner it considers appropriate at any time without prior notice to the Cardholder, though the bank will endeavour to give prior reasonable notice to the customers wherever feasible. The communication sent to the customer will be deemed as communication sent to all customers in respect of Multiple user accounts.

The Bank may, at its sole discretion, introduce new Banking Services or remove or modify the existing Banking Services from time to time under Debit/ATM Card.

Without prejudice to the foregoing, the Bank shall have the option to notify Customer of any changes in the terms & conditions, by delivering it to the cardholder personally or by posting it to his latest address recorded with the Bank or by e-mail or through a notice posted on the Bank's website. The cardholder must notify the bank of any change to his / her address. The terms and conditions regarding receipt of notice shall be applicable to any notice sent under this sub-clause.

Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by the post even if the notification may be returned through the post undelivered. The Bank may also give the cardholder notice of variation of these terms and conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/Branch of the Bank or by a press advertisement or by a message in the cardholders account statement.

Customer agrees that the following actions/ in-actions shall be construed as the deemed acceptance of any changes in the terms & conditions by the Customer:

a. Any use of the Bank Account and/or Banking Services/ ATM Services by the Customer after the notice has been issued to the customer regarding the change in the terms & conditions.

b. Failure of the Customer to notify the Bank of his / its acceptance/ non-acceptance to the changes in the terms & conditions within 10 days of the issue of the notice to the customer regarding such changes; or

c. Sending an e-mail to the customer as to the changes in the terms & conditions, at the designated e-mail address of the customer, which is provided to the Bank at the time of registration for ATM services / Card and failure to reply to such e-mail within 7 days of the receipt of the e-mail.

d. Provided that as per the provisions of the Information Technology Act, 2000, the e-mail shall be deemed to be sent to the customer once the email enters a computer source outside the control of the Bank

e. Any acceptance or deemed acceptance of the changes or amendments to the terms and conditions shall be legally binding on the customer.

In the event the Customer does not agree to any changes or amendments made to the terms & conditions, the customer has the option to terminate the arrangement of use of ATM services and use of the Card at POS locations or otherwise by sending a notice to the Bank as mentioned in "Termination of ATM services" and "Notices" intimating- the Bank of the termination of the Bank Account / banks' services".

D. GENERAL TERMS AND CONDITIONS

1. **Application Form:** Applicant(s) desiring to avail of Debit/ATM Card needs to sign an application form and declare therein that he/ they has/have agreed to abide by the terms and conditions laid down herein and all Laws, which are in force from time to time.
2. **Debit/ATM Card:** The Debit/ATM Card, shall be issued, at the discretion of the Bank to an approved Account Holder upon his/her applying for the same.
3. **Mailing of Debit/ATM Card:** Bank will send Debit/ATM Card in a sealed envelope directly to the addressee by a courier. Customer is advised to provide necessary identification to courier representative before taking the delivery. Debit/ATM Card will be sent by Registered Post, in case place of addressee is not covered under the courier arrangements. Customer shall acknowledge the proof of delivery/Acknowledgment receipt on receipt of the envelope.
4. **Validity:** Debit/ATM Card is valid for use at ATMs (whether of the bank or in the shared network) and Merchant Establishments in India only.
5. **Card Account/s:** The Cardholder shall give his preference of Card Account/s held by him/her in writing in the application form prescribed by the Bank for issue of Card. Accounts opened in the following manner are not eligible.
   a. Minors Account
   b. Joint Account where minor is a joint account holder
   c. Joint Accounts and any other account to be operated "jointly".
6. **Multiple Accounts:** The cardholder agrees that in case he/she has multiple accounts with the Bank, the Bank will decide the number of accounts, which will be linked to Debit/ATM Card.

   In case of Debit/ATM Card linked to multiple accounts, transactions at ATMs in Shared Network and Merchant Establishments will be effected only in "Primary account". In case there are no funds in this account, the Bank will not honour the transactions even if there are funds available in the other accounts linked to the same card.

   The Bank will debit the accounts linked to the card for the value of all purchases of goods or services, cash, fees, charges and payments made by using the card. All transactions will be reflected in the account statement of the account(s) which are linked to the Card.
7. **Funds in the card accounts:** The Cardholder should not use or attempt to use the Card without sufficient funds in the card account(s). In the event of payment/debit made in excess of the balance available in the Cardholder/s card account/s for any reason whatsoever, the Cardholder undertakes to repay such amount overdrawn together with interest and other charges that may be debited by the Bank, within 2 days of such overdrawals.
8. **Minimum Balance in Primary / Secondary Account:** The cardholder shall maintain, at all times, such minimum balance in his/her card account/s, as the Bank may decide from time to time, and the Bank may at its discretion, levy such penal or service charges as per the Bank's rules from time to time and/or withdraw the ATM / card facility, if at any time the amount of balance falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder and/ or without incurring any liability of responsibility whatsoever by reason of such withdrawal.
9. **Bank's Lien:** The Bank shall have the right of set off and lien, irrespective of any other lien or charge, present, as well as future on the balance held in the Cardholder's Primary account and/or Secondary Account/s or in any other account whether in single name or joint name/ s to the extent of all outstanding dues, whatsoever, arising as result of the services extended to and/or used by the cardholder through Debit/ATM Card.
10. **Joint Account:** In case of joint account where only one card is issued to a joint account holder, the other joint account holder/s shall expressly agree with and give his/her/their consent on the application form for issue of the Card.

    a. **Stop operation**
    In case of any of the joint account holder/s gives "stop operation" instructions, no operations will be allowed on such Card account/s through the use of the Card. The "Stop operation" instruction can be given by one or more joint account holders only in respect of such card accounts in which he/she is a joint account holder.

    b. **Revoke-Stop operation**
    All the joint account holders shall jointly instruct the Bank to revoke "stop operation instructions".
11. **Multiple Cards:** In case of joint accounts (Where mode of operation is severally) maximum one add-on cards will be issued besides the primary card. Additional fees for the issue of such multiple cards shall be debited to any of the designated card accounts of the Cardholders.
12. **ATM-Facilities:** Following facilities pertaining to Card Account/s linked to Debit/ATM Card shall be offered at the discretion of the Bank in ATMs, subject to change from time to time, without prior notice:

    A. ATMs

    - Withdrawal of cash by the Cardholder from his/her Card Account upto a stipulated number of occasions and limit during a cycle of 24 hours, as may be prescribed by the Bank from time to time.
    - Transfer of amount between any two Card accounts.
    - Third Party Transfer of funds from card account to any bank account
    - Payments to various Utility Service Providers.
    - Enquiry about the balance in the card accounts.
    - Requisition for a statement of card accounts.
    - Requisition for issue of cheque-books for card accounts.
    - Access to general information about the Bank etc. provided in the ATM.

    The cardholder agrees that requests on the ATM such as chequebook requisitions and duplicate account statements will be processed normally on the next working day.

    B. ATMs in shared network where Debit/ATM Cards are accepted:

    - Withdrawal of cash by the Cardholder from his/her card Account upto a stipulated number of occasions and limit during a cycle of 24 hours, as may be prescribed by the Bank from time to time.
    - Enquiry about the balance in the card accounts.

    The operating hours of the ATMs will be at the sole discretion of the Bank and any change in timings may be effected by the Bank without any prior information.
13. **A-PIN (ATM-Personal Identification Number):** A-PIN is a secret FOUR digit code number referred to as the Automated Teller Machine Personal Identification Number (A-PIN) which is assigned by the Bank to the cardholder. The Cardholder will be required to enter his/her A-PIN to avail of the ATM services using the card. Cardholder shall ensure that the A-Pin mailed by the Bank is received in a sealed envelope with out any tampering.
    Mailing A-PIN: The A-PIN shall be mailed to the Customer / Branch in a sealed wrapper / envelope ("Mailer"), which shall be delivered / mailed by the Bank directly to the Customers / Branch. If the Mailer does not reach the Customer in a sealed condition or appears to have been tampered with, on receipt. Customer shall forthwith contact the Bank and the Bank shall generate/mail a new A-PIN or request the customer to receive the new A-PIN from the customer's branch.

    Confidentiality: Once the cardholder receives his/her confidential A-PIN from the Bank, he/she may immediately change the A-PIN allotted by the Bank to a FOUR digit number of his/her choice through the relevant ATM Menu Option to ensure confidentiality. It is recommended that the Cardholder memorizes his A-PIN and then destroys any record of it.

Security: The security of A-PIN is very important. If the Cardholder fails to observe these security requirements, he/she may incur liability for unauthorized use. Any transactions by the usage of Debit/ATM Card and A-PIN, whether in conjunction or independently, may be deemed to be instructions given by the Cardholder, and the Bank shall be entitled to assume that those transactions are undertaken by the Cardholder.

Secrecy: Cardholder must not disclose his/her A-PIN to any person including bank staff and he/ she shall take all precautions to prevent anyone else seeing his PIN being entered in an ATM. Cardholder will be solely responsible for maintaining secrecy of his/her A-PIN and he/ she shall ensure that the same is not disclosed to any person voluntarily, accidentally or by mistake. The Bank does not assume responsibility on this behalf under any circumstances.

Change of A-PIN: Cardholder is advised to change his/her A-PIN immediately through the relevant menu option in My Time ATMs, in case he/she believe that his/ her A-PIN is known to some one else.

New A-PIN: If the cardholder forgets A-PIN, he/she shall call on the Bank and shall apply for regeneration of new A-PIN by written or electronic communication. The Bank shall send new A-PIN directly to the Cardholders' address registered with the Bank. New confidential A-PIN, may be issued at the sole discretion of the Bank, upon request in writing and payment of the requisite fee.

14. **Responsibility for all transactions processed through the ATM:** The cardholder shall in all circumstances, accept responsibility for all transactions processed by the use of Debit/ATM Card at ATMs, whether or not processed with the Cardholder's knowledge or authority, express or implied. The printed output that is produced at the time of operation of the ATMs is a record of the operations of the ATMs and shall not be construed as the Bank's records. The Bank's record of transactions shall be accepted as conclusive and binding for all purposes. Subject to the foregoing provisions, the cardholder will not hold the Bank liable in case of improper/ fraudulent / unauthorised / duplicate / erroneous use of the card and/or A-PIN through the card falling in the hands of any third party or through A-PIN coming to the knowledge of any third party. In the event of any misuse of the Card, the Bank reserves the right to seize/capture/ hot-list the Card or withdraw the ATM / Card facility without any notice to the Cardholder.

15. **Per Day Limit at ATMs:** The cardholder agrees that he will be allowed to withdraw only a certain amount of cash everyday irrespective of the credit balance in the account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of his card facility. The cardholder agrees not to attempt to withdraw using Debit/ATM Card unless sufficient funds are available in the account. The onus of ensuring adequate account balances is entirely on the Card holder.
Note : There is no per day limit for transfer of amounts through ATM, either between the card accounts or from card account to any bank account, though bank may prescribe per transaction limit.

16. **Dishonour of the Card at ATMs:** The Bank shall in no circumstances be held liable to the Cardholder if the Card is not honoured in the desired manner for whatsoever reason, or if the ATM is destroyed or not functioning due to power failure temporary insufficiency of cash in the ATM or any other reason. The bank will not be liable for any consequential or indirect loss or damage arising therefrom.

17. **Replacement of the Card:** The Bank, may, in its absolute discretion issue a replacement card with a new confidential A-PIN for any lost or stolen card or a new confidential A-PIN on the existing card, or issue a renewal card with a new or the same A-PIN on the same terms and conditions or such other terms and conditions as the Bank may deem fit.

18. **Non-Transferability:** The card shall be used only by the Cardholder and is not transferable .

19. **Preserving Debit/ATM Card:** Cardholder will take all necessary and reasonable precautions to preserve Debit/ATM Card securely and prevent unauthorised use thereof. In no way shall the Bank be held responsible if the Cardholder incurs a loss as a result of misuse/unauthorised use of Debit/ATM Card.

20. **Loss /Theft of cards:** If Debit/ATM Card is lost or stolen, the Cardholder must report to the Bank immediately for hot listing Debit/ATM Card and shall also file an FIR with the local police. Customer shall forward a copy of the acknowledgment of FIR to the Bank. The Cardholder will be liable for all charges incurred on the card until the card is hot-listed/cancelled. The Bank upon receipt of intimation and after adequate verification of the caller identity will hot list the Debit/ATM Card.

Cardholder is protected from any financial liability exceeding Rs. 1000/- (after the cardholder has reported the loss/theft to the Bank) arising from any purchase transactions done on his/her card, from the time card holder reports the loss to the bank. It may please be noted that no such coverage will be provided on cash withdrawls done through ATMs as such trnasactions are governed by A-PIN, which is confidential to the cardholder.

The cardholder shall take cognisance of the fact that once a card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, returned to the Bank and adequate care taken to prevent its misuse.

The cardholder is responsible for the security and safe custody of the card and shall take all steps towards ensuring the safe keeping thereof. In the event the Bank determines that the aforementioned steps are questionable, financial liability on the lost or stolen card would rest with the cardholder.

21. **Authority to debit the card account:** The Bank is authorised to debit any of the card accounts, which is irrevocable, with the amount of withdrawals or transfers effected by the use of Debit/ATM Card as per Bank's records or Bank charges which may be levied from time to time. The Bank's record of transactions processed by the ATM shall be conclusive and binding for all purpose. All transactions arising from the use of the card to operate a joint account shall be binding on all the joint account holders, jointly and severally.

22. **Fees :** All fees related to the usage of ATM facility/and for the usage at merchant establishments including the annual fee/renewal fee for Debit/ATM Card as determined by the Bank from time to time will be recovered by the bank at its discretion, by debiting the Cardholder's Primary Account or Secondary accounts. The fees are not refundable.

The Bank reserves the right at any time to charge the cardholder for the issue or re issue of a card and/or any fee/ charges for the transactions carried out by the cardholder on the card. Any such fees and charges will be deducted automatically from the cardholders' account at the time the fee or charges is incurred. In addition, operators of ATMs in Shared Networks may impose an additional charge for each use of their ATMs/POS terminal/other device, and any such charge along with other applicable fee/charges will be deducted from the cardholder's account. Such charges may differ from country to country & may be levied for such services as cash withdrawl (including & declined transactions), balance enquiry etc. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and the same will be deducted from the cardholder' account.

In the situation that the account does not have sufficient funds to deduct such fees, the Bank reserves the right tro deny any further transactions. The decision of the Bank is binding on the cardholder.

The cardholder also authorises the Bank to deduct from his account, and indemnifies the Bank against, any expenses it may incur in collecting money owed to it by the cardholder in connection with the card, (including without limitation reasonable legal fees).

In case of accounts classified as overdrawn accounts, the cardholder will have to regularise the account balance position immediately. In every such situation where the account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the account. This charge will be determined by the Bank and will be announced from time to time.

In the event of an account being overdrawn due to transactions through Debit/ATM Card, the Bank reserves the right to set off this amount against any credit lying in any of the cardholder's other accounts held jointly or singly without giving any notice.

23. **Closure of card-account(s):** If the Cardholder desires to close his/her card account/s, or even otherwise decides to terminate his/her use of Debit/ATM Card, he/she shall give a written notice of at least three days in advance and surrender the Card to the Bank after cutting into two pieces diagonally. The cardholder shall be liable for all charges incurred upto the receipt of the written notice, duly acknowledged. The Cardholder shall pay dues, if any, payable to the Bank in connection with the transactions made through Debit/ATM Card. Where the card accounts are held in joint names, all the joint account holders shall sign the written notice for termination and surrender all the cards issued to them.

24. **Record of Transactions:** The cardholder can get a verbal or written history of his transactions by calling on the Bank. The cardholder can also check the transaction details from the Account statement sent by the Bank. Such account statement shall be mailed to the cardholder every month or at frequency decided by the bank from time to time, to the mailing address registered with the Bank.

The cardholder shall inform the Bank in writing within 15 days if any irregularities or discrepancies exist in the Transactions / particulars of the account in the account statement of card accounts. If the Bank does not receive any information to the contrary within 15 days, the bank may assume that the account statement and the transactions are correct.

Bank may record on camera or on videotape, at its own discretion, the access to and the presence of any person while availing the use of Debit/ATM Card at ATMs.

All records maintained by the Bank, in electronic or documentary form of the instructions of the cardholder and such other details (including but not limited to payment made or received) pursuant to these terms and conditions, and all camera/video recordings made as mentioned above, shall as against the cardholder, be deemed to be conclusive evidence of such instructions and such other details.

25. **Receipt at ATMs:** When the cardholder completes a transaction through an ATM, he can opt to receive a printed transaction record. The amount of available funds is shown on this ATM receipt when he uses Debit/ATM Card. The cardholder is advised to retain the record of transactions generated by the ATM with him.

26. **Accuracy of Personal and Account Information Obligation of the Customer:** Customer is responsible for the correctness of information provided to the Bank at the time of registration for the Card Accounts or thereafter given to the Bank by any means. The Bank accepts no liability for the consequences arising out of erroneous or misleading information supplied by the Customer.

Error in Personal Information Supplied: If the Customer suspects that there is an error in the Personal information provided to the Bank, the Customer shall advise the Bank in writing, as soon as possible. The Bank will make 'best efforts' to correct the error wherever possible.

Error in Account Information: If the Customer notices an error in the account information provided to him on the use of card Account or ATM Services through Debit/ATM Card, he / she shall advise the Bank immediately. The Bank will endeavour to correct the error promptly.

27. **Surrender of Debit/ATM Card:** The card issued to the cardholder shall remain the property of the Bank and will be surrendered to the Bank, on request. The cardholder shall return the Card to the Bank for cancellation in the event the services are no longer required by the cardholder or if the services are withdrawn or the account is frozen by the Bank for any reason whatsoever.

28. **Addition / Withdrawal of Facilities** The Bank may, at its discretion, make available to the cardholder more services on the card, ATMs, POS Terminals and/or other devices through Shared Networks for the cardholders convenience and use. All fees and charges, related to Transactions done by the cardholder at these devices, as determined by the Bank from time to time, will be recovered by a debit to his account. The cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. The Bank shall also, in its sole discretion, at any time, without notice to the cardholder, be entitled to withdraw, discontinue, cancel, suspend or terminate the facility to use the card and/or services related to it, at ATMs/ POS Terminal/other devices within/outside India and shall not be liable to the cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

29. **Termination:** The Bank shall be entitled to discontinue this facility at any time by canceling the card with or without assigning any reason whatsoever and by giving seven days notice. The notice shall be deemed to have been received by the Cardholder within seven days of posting to the cardholder's address in India, last notified in writing to the Bank. In the event of a death of the cardholder, on receipt of such information by the bank in writing either by the heirs of the deceased or by the other joint account holders, Bank shall terminate Debit/ATM Card issued to the deceas'ed.

30. **Exclusion from Liability** In consideration of the Bank providing Debit/ATM Card, the cardholder hereby agrees to indemnify and keep the bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the cardholder the said facility of the card or by reason of the Bank's acting in good faith and taking or refusing to take or omitting to take action on the cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the cardholder, breach or non compliance of the rules, terms and conditions relating to the card and the account and/or fraud or dishonesty relating to any transaction by the cardholder or his employee or agents. The cardholder shall indemnify and hold harmless the bank from any and all consequences arising from the cardholder not complying with the Exchange Control Regulations of the RBI and/or any other Act/authority.

Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the cardholder in respect of any loss or damage arising directly or indirectly out of;

- Any defect in quality of goods or services supplied by merchant establishments.
- The refusal of any person to honour or accept Debit/ATM Card.
- The malfunction of any computer terminal.
- Effecting transaction instructions other than by a cardholder.
- Handing over of the card by the cardholder to anybody other than the designated employees of the bank at the Banks premises.
- The exercise by the Bank of its right to demand and procure the surrender of the card prior to the expiry date exposed on its face whether such demand and surrender is made and/or procured by the Bank or by any person or computer terminal.
- The exercise by the bank of its right to terminate any card.
- Any injury to the credit, character and reputation of the cardholder alleged to have been caused by the re-possession of the card and/or any request for its return or the refusal of any merchant establishment to honour or accept the card.
- Any mis-statement, misrepresentation, error or omission in any details disclosed by the Bank.

Except as otherwise required by law, if the Bank receives any process, summons, order, injunction, execution distraint, levy lien, information or notice which the Bank in good faith believes calls into question the cardholder's ability, or the ability of someone purporting to be authorised by the cardholder, to transact on the card, the Bank may, at its option and without liability to the cardholder or such other person, decline to allow the cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law.

The Bank reserves the right to deduct from the cardholder's account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the cardholders card.

31. **Disclosures:** The cardholder hereby expressly authorises the Bank to disclose at any time and for any purpose, any information whatsoever relating to the cardholder's personal particulars, accounts, transactions or dealings with the Bank, to the head office or any other branches, subsidiaries, associated or affiliated entities of the Bank wherever located, any government or regulatory agencies or authorities in India or elsewhere, any agents or contractors which have entered into an agreement to perform any services for the Banks benefit, and any other person(s) whatsoever where the disclosure is required by law or otherwise to whom the Bank deems fit to make such disclosure.

The cardholder agrees to provide to the Bank information required by law or regulation, or any other information the Bank may reasonably request from time to time. The Bank reserves the right to disclose customer information to any court of competent jurisdiction, quasi judicial authorities, law enforcement agencies and any other relevant authority, or any other person in the conduct of its business.

32. **Disputes:** In case the cardholder has any dispute in respect of any charge indicated in the Account Statement, the cardholder shall advise details to the Bank within 15 days of the Account statement date failing which it will be construed that all charges are acceptable and in order. The Bank may at its sole discretion accept any disputes on charges older than 15 days. The Bank shall make bonafide and reasonable efforts to resolve aggrieved cardholders disagreement with the applicable charge indicated in the account statement within two months of receipt of the notice of disagreement. If after such effort the Bank determines that the charge indicated is correct then it shall communicate the same to the cardholder along with details including a copy of the charge slip or payment requisition.

33. **Acceptance of terms and conditions:** The terms and conditions for use of the card are as specified in this document and as amended by the Bank from time to time. The cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by signing the card application form, or acknowledging receipt of the card in writing, or by signing the reverse of the card, or by performing a transaction with the card or by requesting activation of the card to the Bank or after 10 days have elapsed since the card was dispatched to his address on record or on opening of the sealed two ply wrapper containing cardholders' confidential FOUR digit Automated Teller Machine Personal Identification Number (A-PIN) printed inside.

34. **Governing Law :** These Terms & Conditions and/or the operations in the accounts of the customer maintained by the Bank and/or the use of services provided through ATMs by the customer and / or the usage of the card shall be governed by the laws of the Republic of India and no other nation. The cardholder undertakes to comply with the applicable laws and procedures while availing of and utilising the card. The customer and the Bank agree to submit to the exclusive jurisdiction of the Courts located in Hyderabad, India as regards any claims, disputes or matters arising under these terms & conditions.

35. **Compliance with Law**

Obligation of the Customer: All the Customers agree that they are aware of and shall comply with any Law that may be applicable to any of the transactions they carry out through their Card Accounts.

Eligibility of Customer: All Customers must be eligible and capable by Law to open and operate the Card Account. The Bank shall not be liable to the Customer or any Third Party for any loss or damage suffered due to the incapacity or ineligibility of the Customer from opening or operating the Card Account

Bank not Liable: The Bank shall also not be responsible or liable to any Third Party for the Customer's violation of any Law, including, but not limited to, any Foreign Exchange Control Regulations, Banking Regulations, Corporate and Securities Laws and Criminal Laws.

36. **Force Majeure / Acts of God:** The terms & conditions are subject to force Majeure situations. It shall be subject to inabilities based on circumstances beyond the power of the bank such as Civil commotion, riots, war etc.

37. **Limitation of Bank's Liability:** The Bank shall not be liable to the Customer or any Third Party for any loss or damage suffered due to the following reasons:

a. Any action carried on by the Bank, based upon the instructions of the Customer, by exercising due diligence and reasonable care;
b. Any action carried on by the Bank in good faith, based upon the instructions of the Customer;
c. Any unauthorised and illegal transactions occurring through the use of Bank Account(s), which can be attributed to the fraudulent or negligent conduct of the Customer;
d. Intrusion or hacking into the computer systems/network or communication network of the Bank;
e. All the transactions which occurred illegally and or due to use of the card by anyone other than the card holder/ customer.
f. All the illegal transactions occuring due to fraudulant usage of the card account by any third party.
g. Failure to carry out any instructions of the Customer due to insufficiency of balance in the Customer's Bank Account(s);
h. Failure of the Customer to access the Bank Account due to any Force Majeure Event or any Technical Problems or any other reason beyond the control of the Bank;
i. Failure of the Customer to inform the Bank when the Customer's Bank Account is being illegally used by Third Parties for carrying out unauthorized and illegal transactions;
j. Failure of the Customer to keep confidential and secure, A-PIN or any passwords, keywords or other identification marks given to the Customer for operating the Bank Accounts
k. Failure of the Customer to inform the Bank regarding any changes in the Customer's Personal Information or Account Information;
l. Violation of any foreign Law; and
m. Breach of any of the other terms and conditions stated herein by the Customer.

Under no circumstances shall the Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Customer or any Third Party.

38. **Indemnification :** The Customer shall indemnify and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, suffered / incurred by the Bank, its other Customers or a Third Party or any claim or action brought by a Third Party which is in any way the result of the breach of the Customer's representations and warranties, the improper use of the Bank Account and/or Banking Services by the Customer or the breach of any of the terms and conditions stated herein by the Customer, including but not limiting to:

a. Failure to intimate / inform the Bank when Customer suspects or knows that Customer's A-PIN or Passwords are known to Third Parties or when Third Parties use Customer's A-PIN or Passwords for carrying out unauthorized or illegal transactions;
b. Failure to keep confidential and secure A-PIN or the Passwords from Third Parties;
c. Failure to inform the Bank regarding any changes in Customer's Personal Information or account information;
d. Unauthorised or illegal access to the computer system/network and/ or data of the Bank by using a Customer's A-PIN or Passwords;
e. Failure to comply with the Law;
f. Failure to comply with the Usage Policy / Guidelines of the Bank; and
g. Breach of the terms and conditions for transfer of funds.

Injunctive Relief: The Customer acknowledges that the breach of the terms and conditions stated herein shall result in grave and irreparable loss and injury to the Bank, for which the remedy at law for breach of its obligations and covenants under these terms and conditions may be inadequate. Accordingly, in the event of any breach or threatened breach by the Customer of the provisions of these terms and conditions, the Bank shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach. Such remedy shall be in addition of and not in lieu of the appropriate relief by way of monetary damages.

In the event of any breach or threatened breach by the Customer's authorized representatives/employees of the provisions of the terms and conditions stated herein or the respective agreements between the authorized representative / employee and the Customer, the Customer shall cooperate with the Bank in any manner as may be required to restrain such breach, including the pursuit of all legal remedies in appropriate jurisdictions.

39. **Notice :** Any notice to be given by the Bank or the Customer to each other under these Terms and Conditions shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post or through a delivery service/courier, by hand delivery, by fax or by email to the following address:

To the Bank at: District Manager ,The Ropar Central Cooperative Bank Ltd. , Railon Road, Ropar 140001

To the Customer at: the registered address, fax or designated email address of the Customer

Any change in the address of either the Bank or the Customer shall be notified to the other Party in the same manner mentioned herein-above.

Any notice given as provided by this Clause shall be deemed received by the Party to whom it is addressed when:

a. in case of any notice delivered by hand, when so delivered;
b. if sent by pre-paid post on the third clear day after the date of posting;
c. in case of any notice sent by facsimile, upon the issue to the sender of a transmission facsimile machine message which shows the relevant number of pages comprised in the notice to have been sent and result of the transmission is "OK" and such facsimile is immediately sent by pre-paid post provided always that in case of a facsimile notice, the notice shall, for the purposes of these Terms and Conditions be deemed to have been duly signed if the name of the person or company giving the notice on behalf of the party is affixed by mechanical means or device on the notice;
d. if sent by e-mail, when the e-mail enters the inbox of the designated email address of the Customer or 24 hours after the mail whichever is earlier.

In addition, the Bank may also publish notices of general nature, which are applicable to all Customers on its web site. Such notices will have the same effect as a notice served individually to each Customer.

40. **Photograph in Photo Card**

The applicant shall submit his/her own photograph of passport size. The process of actual reproduction of photograph on face of the card might result in slight loss of colour or change in contrast of the photograph and the applicant hereby waives any objection that he may have thereto. The use of photograph is subject to final approval of the Bank and Bank reserves its right to reject any photograph which in its sole judgement or discretion is unfit for acceptance. The Bank is not obliged to return the photograph to the Applicant and neither shall it be liable to pay any compensation thereof.

41. **Waiver of liability**

(a) Any information given on the card with respect to card holder or otherwise is for bank purposes only.
(b) Non receipt of any card or any information due to lack of responsibility or any other cause on the part of postal department, courier company etc. shall not be the responsibility of the bank.

42. **General:**

- The customer shall not assign these terms & conditions to anybody else.
- The Bank may sub-contract and employ agents to carry out any of its contracts.
- In case of any dispute/ complaint with regards to this service/ facility, customers may contact cardholders' branch or send an e- mail to _____.
- The Cardholder agrees to abide by all the other Terms and conditions applicable to the ATM service, which may be subject to change at the discretion of the Bank, from time to time, without prior notice to the Cardholder.
- You can make payments to the Merchant over the Internet using the card. The Bank shall validate the Card details provided by the Card holder during the course of a transaction directly and the Merchant will not be privy to the same. The Bank shall further ensure that the Merchants' website should be identified by way of display of the Rupay logo, so that the Card holder can transact through the Internet. Bank will not be responsible for any failure of transaction at internet, using Bank's Rupay Card. Card holder have to ensure before proceeding of transactions at merchant sites that site should not be fradulent. Bank will not be responsible and not be liable to pay any amount if any fraudulent activity with card is done at merchant site / POS machine.