

Scapia Federal Credit Card Card Holder Agreement and General Terms & Conditions

issued by

FEDERAL BANK

Introduction

These Scapia Federal Credit Card General Terms and Conditions (General Card Terms) apply to the **Credit Card** issued by Federal Bank, a Banking company constituted under Banking Regulation Act, 1949 having its registered office at Federal Towers, Aluva, Kerala (Bank) in partnership with its co-branding partner Scapia Technology Private Limited, having its registered office at 2nd floor, Tower B, Mantri Comercio, Kariyammana Agrahara, Bellandur, Bengaluru, Karnataka 560103 (**Scapia**). The said Co-branded Credit Card shall herein after be referred as **Scapia Federal Credit Card**. Under this arrangement, Scapia is Marketing and Distributing the Scapia Federal Credit Cards issued by Federal Bank.

The General Card Terms are an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable. The Terms are: (i) published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and (ii) generated by a computer system and does not require any physical, electronic, or digital signatures from Scapia or the Bank.

These Terms presently in force were last updated on **15th June, 2023** and are subject to changes from time to time. The most recent version will always be available on this website. It shall be your responsibility to check the General Card Terms periodically for changes. Your continued usage of the Scapia Federal Credit Card shall signify your consent to such changes and agreement to be legally bound by the same.

Pursuant to the approval of an application for a Scapia Federal Credit Card, you ("**you**" or "**your**" or "**yourself**" or "**customer**" or "**user**" as the context requires) hereby agree to the following:

- a) The use of Scapia Federal Credit Card shall be governed by these General Card Terms contained herein and the Most Important Terms & Conditions ("**MITC**") referred to in the application form , as amended by the Bank from time to time.
- b) If the General Card Terms or the MITC are not acceptable to You, You will inform us in writing and destroy (by cutting) the Scapia Federal Credit Card and return the same to us within 30 (thirty) days of receipt of the Scapia Federal Credit Card.

Definitions

1. **“Application/App”** means the Scapia digital and mobile application, through which you can avail services offered by Scapia, including applying for a Scapia Federal Credit Card and control all aspects of the Scapia Federal Credit Card;
2. **“App PIN”** means the Personal Identification Number created by the Card member on the Application, to protect and secure through a password.
3. **“Additional Credit Card”** or **“Add-on Credit Card”** shall mean a Credit Card issued to an additional Card Member on the request of the Primary Card Member.
4. **“Additional Card Member”** shall mean an individual who is a resident Indian / NRI / Foreign national working in India and a member of the immediate family of Primary Card Member viz. spouse, brothers, sisters, parents and parent in-laws who is above the age of 18 years to whom an Additional Credit Card has been issued at the request of the Primary Card Member and whose charges are chargeable to the Card Account.
5. **“Bank”** or **“Federal Bank”** shall mean Federal Bank Limited.
6. **“Billing Cycle”** is the period between the generation of two successive billing statements based on Your Scapia Federal Credit Card transactions.
7. **“Credit Card”**, or **“Card”** or **“Scapia Federal Credit Card”** shall mean a valid Credit Card issued by the Bank that entitles you to use the Card Account for a pre-defined Credit Limit. **“Card”** denotes all types of cards irrespective of form factor - Physical card, Virtual/Digital card, Tokenized Card.
8. **“Card Member”**, **“Primary Card Member”**, **“Cardholder”**, **“Member”**, **“Customer”**, **“him”**, **“he”**, **“his”**, or similar pronouns shall mean the individual in whose name the Card has been issued and the Card Account is maintained.
9. **“Card Account”** or **“Account”** shall mean an account maintained by the Bank under these terms and conditions, in the name of Primary Card Member.
10. **“Credit Limit”** means the maximum credit that can be availed on the Card Account at any point in time. The Credit Limit shall be inclusive of the domestic limit as well as international limit. Domestic limit is the value of the maximum credit limit assigned for Domestic Transaction. International limit is the value of the maximum credit limit assigned for International Transaction.
11. **“Charges”** shall mean transactions made or charged to the Card Account as per this General Card Terms whether or not the Card Member 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 the number on the Card, Joining Fee, Annual Fees, Finance Charges, Overlimit Fee, late Payment Fee, transaction charges, service charges, GST

and any other fee/charges/ amounts which the Card Member has agreed to pay or is liable to pay to the Bank under this General Card Terms.

12. **“Cash Limit”** means the amount of cash or cash equivalent that the Card Member may be allowed to utilize for a non-purchase transaction.
13. **“Domestic Transaction / Usage”** shall mean a transaction originating in India at merchant outlets, Automated Teller Machines (ATMs) or online transactions in India.
14. **“Electronic Terminal”** means branch teller terminals, ATMs, 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.
15. **“Finance Charges”** shall mean and include the interest charged on Total Outstanding amount on the Card Account as provided in these Terms and Conditions.
16. **“International Transaction / Usage”** shall mean transactions at overseas merchant outlets, overseas ATM or on websites originating outside India.
17. **“Merchant Establishment”** shall mean any company, corporation, establishment, firm, association, individual or any such entity as may be declared by the Bank from time to time, wherever located, which is designated as a MasterCard/VISA/Rupay merchant and/or with whom there is an arrangement with any MasterCard/VISA/Rupay member bank for a Card Member to obtain goods, services or cash advances by use of the Card or Card number.
18. **“NACH (National Automated Clearing House)”** or **“e-NACH”** would mean the debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Card Member for facilitating payment of outstanding dues in the Card Account.
19. **“Purchases”** shall mean and include purchase of goods and services by the Card Member by using the Card or Card number.
20. **“Payment Due Date”** shall mean the date on or before which the Card Member has to make the payment to the Bank.
21. **“Total Outstanding”** shall mean the total outstanding 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.
22. **“Temporary Credit Limit Increase”** means a Credit Limit increase requested by a Card Member for a specific purpose. Such increase in Credit Limit is

done for a specific time period as may be communicated to the Card Member and is reverted back at the end of such time period.

23. **“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 the Card Member.
24. **“we”, “us”, “our”** or similar pronouns shall mean Scapia, their successors, assigns, administrators, liquidators etc. as the case may be.

The Scapia Mobile Application

You can control the **Scapia Federal Credit Card** entirely from the Application, some of the actions being:

1. Setting your App PIN;
2. Activating your **Scapia Federal Credit Card**;
3. Making Credit Card bill payments;
4. Managing your virtual Credit Card;
5. Controlling your Credit Limit and cash withdrawal limit;
6. Enabling online, Domestic Usage and International Usage;
7. Setting your **Scapia Federal Credit Card** PIN (For use at Point of Sale and ATMs);
8. Raising disputes or service queries on any aspect of your **Scapia Federal Credit Card**.

You hereby agree and acknowledge that you are entitled to access the Application for the aforesaid purposes subject to your explicit consent to the Application Terms and Conditions and our Privacy Policy. Notwithstanding anything contained in the aforesaid Application Terms and Conditions, the Privacy Policy, or in these General Card Terms, you agree and acknowledge the following:

1. Scapia merely markets and distributes the Scapia Federal Credit Card;
2. All services other than marketing and distribution as listed above in connection with the Scapia Federal Credit Card are rendered by Scapia through the Bank’s SDK/APIs and accordingly the Bank is solely responsible for such actions;
3. Scapia does not have access to any of your transactional data; and
4. No activity undertaken by Scapia including the provision of services in relation to the Scapia Federal Credit Card as provided under these General Card Terms and the MITC constitute an activity which requires a license by Scapia from the Reserve Bank of India. All licenses/registrations as may be required in connection with issuing Scapia Federal Credit Card is obtained by the Bank.

The Agreement

As a Cardholder you hereby agree to the following terms and conditions as stipulated below that may be amended as per the Reserve Bank of India’s instructions or any statutory bodies or due to change in Bank’s policy from time to time:

1. The Card will be honoured only when a Valid Card is presented to a Merchant Establishment by you.
2. The Card is the property of the Bank and must be produced or surrendered to the Bank on demand without delay.
3. The Card is not transferable, and you should safeguard the same from misuse by retaining it under your personal control at all time. You agree and acknowledge that, to the extent allowed under applicable laws, neither the Bank nor Scapia will be liable for any loss or damage caused to you due to misuse of your Card which is solely attributable to you losing personal control of your Card.
4. You can use the Card for payments in currencies other than Indian Rupees only in compliance with the laws applicable in India including inter alia the Foreign Exchange Management Act, 1999 and any regulations, directions/circulars issued thereunder and by the Reserve Bank of India (“**FEMA**”). You shall, however, not use the Card for making payments in foreign currency in Nepal or Bhutan.
5. The Card should not be used to conduct any transaction which may be unlawful or illegal in India or any other jurisdictions.
6. You also agree not to conduct any transaction using the Card on web sites that are prohibited under the laws of India.

Card Services

The Scapia Federal Credit Card issued to you is the property of Federal Bank. Federal Bank reserves the right to (1) place internal processes which shall be applicable to all Card transactions; (2) obtain credit bureau report and such other reports to ascertain the credit worthiness of the Customer; and (3) decline to issue a Card to any Applicant at its sole discretion.

The Card is not transferable and its usage is subject to the terms mentioned herein and any additional conditions stipulated by Federal Bank from time to time. In addition to these General Card Terms and MITC, the Card Members shall be subject to the terms and conditions as stipulated by the Bank.

The Bank’s customer care centre (“**Bank Customer Care Centre**”) is available to all Card Members. The Card Members availing of any services /facilities including but not limited to, enhancement of Credit Limit, enquiry on transactions, Total Outstanding amount, statement details, Payment Due Date, etc. through the Bank Customer Care Centre shall at all times continue to be bound by the terms and conditions stipulated by Federal Bank with respect to such services / facilities and the mode of availing such facilities / services, as amended from time to time. You agree and acknowledge that the role of Scapia in customer support is limited only to being your first point of contact, as required by RBI’s directions, Scapia shall merely forward your grievances/support requests to the Bank Customer Care Centre.

Card Validity, Expiry and Renewal

1. Your 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. If you

use the Card 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, your 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. Unless your card is renewed by the Bank, neither Scapia nor Federal Bank shall be liable for any loss or damage caused to you due to the loss/use/misuse of your Card after the validity period mentioned on the face of the Card.
3. Without prejudice to the above, unless you are in breach of these General Card Terms and/or the MITC or otherwise any policies/guidelines issued by the Bank with respect to the Card , the Bank will automatically renew the validity of the Card and send to you a new Card before the expiry of the Card currently being used. In case of non-receipt of renewed Card, you may contact the designated Customer Service Centre of the Bank or write to the Bank at the address notified to you from time to time.
4. You must intimate the Bank at least 60 (sixty) 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.

Charges

1. You agree to pay the following fees to the Bank in respect of the Card:
 - 1.1. **Joining Fees:** at the prevailing rate as decided by the Bank and communicated to you at the time of issuance of the Credit Card.
 - 1.2. **Annual Fees:** at the prevailing rate as decided by the Bank and communicated to you at the time of issuance of the Credit Card and thereafter annually on the month in which the Credit Card was originally issued.
 - 1.3. **Additional Card Joining Fees & Annual Fees:** at the prevailing rate as decided by the Bank for each Additional Card on the Card Account and communicated to you at the time of issuance of the Additional Card and thereafter annually in the month in which the Add-on Credit Card was originally issued.
2. The aforesaid Charges are non-refundable and are subject to change at the discretion of the Bank. All changes in the Charges applicable to your Card shall be affected with prior intimation to you via email or SMS. A schedule of fees and charges is always available on request. It is also available on the Bank's website www.federalbank.co.in.
3. Welcome offer shall be available only to the customers who pay membership fees.

Additional Card

1. A Card Account may have multiple Additional Cards, the number of Additional Cards that may be issued per Card Account shall be determined at the sole discretion of the Bank.
2. Upon receipt of your request/ authorization for an Additional Card, the Bank of its sole discretion may issue Additional Card to the Additional Card Member.
3. You will be fully responsible and liable for all transactions and Charges incurred on the Additional Card, which will be included in your statement of account. The Additional Card Members shall be jointly and severally liable to the Bank along with you for all the charges, even though the monthly statement of the Card Account may be sent only to you. These General Card Terms and the MITC shall also be binding on the Additional Card Members. You as the Primary Card Member hereby undertake that you have been authorised by the Additional Card Member to consent to these General Card Terms and the MITC on behalf of the Additional Card Member and shall be liable for any action undertaken by the Additional Card Member that is in contradiction with the terms set out herein.
4. You may withdraw the facility of Additional Card by providing a written request to the Bank and returning to the Bank the Additional Card cut into half. On receipt of the same, the Bank will cancel the Additional Card.
5. The Additional Card facility and privileges will be automatically withdrawn if the Primary Card Account is terminated for any reason.

Credit Limit

1. The Bank will, at its sole discretion, determine your Credit Limit and notify you of the same from time to time. You may, however, request for a lower limit for the Card Account and for an Additional Card Member. The Credit Limit assigned to an Additional Card Member shall be restored to the assigned limit after every Billing Cycle. Your Credit Limit will also be shown on your monthly statement together with the available credit amount at the statement closing date. The Bank may at its sole discretion and/or on your request review the credit limit from time to time and increase or decrease it as per your eligibility from time to time.
2. Use of the Card at Merchant Establishments 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 as decided by the Bank 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.
3. Your Credit Limit and Card Account will be terminated if your Card is cancelled by you or by the Bank for any reason. If you fail to settle the Minimum Amount Due 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.
4. In the event you make payment over and above the amount due as per the monthly statement, you 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.

5. International limit assigned on your Credit Card indicates the maximum usage limit for an overseas purchase transaction (including online) or ATM usage.

Use of Card

1. On receipt of the Card, you must immediately sign on the signature panel if the same is printed on the reverse of the Card.
2. The Card may be used only for bona fide personal or purchase of goods and/or services. You shall not use the Card to purchase anything to resell for commercial or business purposes to derive any financial gains.
3. International Credit Cards cannot be used for purchase of prohibited items, like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services, and/or such items/activities for which no withdrawal of foreign exchange is permitted.
4. You 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 you from the liability for the Charges. You must retain your copy of the charge slips for at least six months. Upon your request, the Bank may, at its sole discretion, provide copies of charge slips, subject to payment of an additional charge at the prevailing rate.
5. 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 Card member'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. You agree to the above.
6. Any charge slip 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 by the use of the Card by you. Where charge slip or voucher is not available viz. mail order or telephone order or electronic commerce and you dispute that transaction, you will first clear the outstanding on 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.
7. Surcharge may be levied on purchase of certain products 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.
8. The monthly statement of account shall be prima-facie proof of the Charges incurred by you. In the event you disagree with a Charge indicated in the statement, the same should be communicated to the Bank in writing within 60 (sixty) 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.
9. The Bank will not be responsible if the Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Card

member 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.

10. 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 you from Merchant Establishment and/or third party supplier including any mail order or telephone order or electronic commerce (e.g., internet) placed by you. Any dispute arising thereto should be settled directly by you with the Merchant Establishment/third party suppliers and failure to do so will not relieve you of any obligation to the Bank.
11. No claim by you against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.
12. The Card may be suspended/withdrawn by the Bank at its sole discretion without being liable in any manner whatsoever to you. Termination of the Card and this Card member Agreement shall result automatically in the termination of the privileges, benefits and facilities attached thereto.
13. 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 you. If the credit is not shown in the statement of account within a reasonable time, you must notify the Bank, immediately.
14. You accept full responsibility for use of the Card in contravention of laws, rules, regulations and terms and conditions of this Card member 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 your account and your acts, omission/commission and negligence.
15. You are also liable to pay any statutory dues levied on the services provided by the Bank to you.
16. You agree and hereby authorize the Bank to convert Charges incurred by you in foreign currency to Indian Rupee equivalent at such rate as the Bank may designate from time to time.
17. You agree that goods purchased through the use of the Card shall remain the property of the Bank till such time the charges pertaining thereto are fully paid by you to the Bank.

Cash Advances

1. You can use the Credit Card, for withdrawal of cash from ATMs of the Bank, select partner Banks and from other locations/permitted establishments as may be allowed by the Bank from time to time and also for any other cash equivalent transaction such as demand draft facility permitted by the Bank from time to time. For such cash advances and cash equivalent transactions, you shall comply with applicable laws, rules, and regulations including but not limited to Foreign Exchange Law and rules thereunder as notified by RBI and other Government bodies. You shall not disclose ATM code/ PIN provided to you by the Bank for cash advances to any person and shall take all possible care to prevent its discovery by any person.

2. You can obtain cash advances up to your Cash Limit as may be communicated by the Bank from time to time, subject to the available Cash Limit and such other terms and conditions as may be 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 as per the charges mentioned in the MITC.
4. 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 to your mailing address or email id provided by you, a statement, once a month for each billing period during which there is any activity or outstanding of more than Rs.200 (Rupees two hundred) on the Card Account. The Payment Due Date will be up to a maximum of 18 (eighteen) days from the billing date.
2. The Bank will debit the Card Account for all the charges incurred and credit the Card Account for all payments made by you to the Bank and for any credits received from the Merchant Establishments in your favour.
3. The Bank shall render monthly statements based on transactions done by the Card Member 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. The monthly statements will show the Total Outstanding amount as well as the Minimum Amount Due required to be paid by you. You shall make payment for at least the Minimum Amount Due so as to reach the Bank on or before the Payment Due Date indicated in the statement. Your account will be credited only when the Bank receives the payment of cleared funds from you or your bank. Any overdue amounts and any amount over Credit Limit shall be payable immediately. Please note that making only the minimum payment every month would result in the repayment stretching over years with consequent interest payment on your outstanding balance.
4. You may exercise the option to pay the Minimum Amount Due as indicated in the monthly statement of account and carry forward the payment of the balance amount to the next Billing Cycle. Minimum Amount Due shall be determined by the Bank at its sole discretion.
5. Non-payment of the Minimum Amount Due by the Payment Due Date shall render you liable to the risk of withdrawal or suspension (whether temporary or permanent) of the facility on the Credit Card. The Bank shall also have the option of levying, at its sole discretion, a fee for such non-payment as well. The Bank may at its sole discretion also instruct Merchant Establishments not to honour the Credit Card and/or to take custody of the Card by listing the Card number in the warning bulletin issued by the Bank from time to time or otherwise.
6. You may also authorize the Bank through E-NACH to directly debit the account maintained with the Bank or any other bank and credit your Card Account. Should you desire E-NACH, the Bank shall advise you separately on the terms and conditions applicable thereto.

7. Outstation cheque/draft i.e. cheque/draft payable at cities other than certain specified cities 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.
8. Should any payment instrument of yours be subsequently dishonoured, 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.
9. 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 you or other person making the payments.
10. Duplicate monthly statements of accounts will be provided by the Bank to you 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.
11. In case where You are making payment from your NRO Account, You warrant that such payment is made out of Your balances held in the such NRO account arising from your legitimate receivables in India and not by the way of borrowings from any other person or a transfer from any other NRO account. On breach of such warranty, You shall be liable for penal action under FEMA. You also confirm and warrant that the amount repatriated out of Your balance in NRO Account to outside India, amount transferred from NRO account to NRE account, payment towards credit card bill and amount to be transferred vide any other request is less than USD.1,000,000- (U S Dollar one million) or its equivalent in any Bank during a particular financial year.
12. For funds utilised for Credit Card bill settlement by way of debit to NRO account, You confirm that applicable taxes have been paid on earnings charged to tax in India as per CBDT rules and Card holder and NRO account holder is one and same.

Finance Charges

1. Finance Charges are payable at the monthly percentage rate on all charges including cash advances, from the date you 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 your statement.

4. You agree to 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 these General Card Terms 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.

Charges Made in Foreign Countries

The Card Member hereby undertakes and declares that the Credit Card issued to him, if used overseas shall be utilized strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time. In the event the Card Member exceeds his entitlements as per the exchange control guidelines of RBI, the Card Member shall bring the same immediately to the notice of the Bank in writing. The Card Member agrees that if his/her passport is required to be endorsed for any charges incurred in foreign countries, as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on the Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by the Card Member, he shall be liable for any action under FEMA as amended from time to time, and to be debarred from the Card facility either at the Bank's instance or at the RBI's instance. Neither the Bank nor Scapia shall be liable for any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time. If a transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees. The conversion will take place on the date the transaction is settled with the Bank, which may not be the same date on which the transaction was made. If the transaction is not in US Dollars, the conversion will be made through US Dollars, by converting the charged amount into US Dollars and then by converting the US Dollar amount into Indian Rupees.

Late Payment Fee

In the event, you fail to pay the Minimum Amount Due 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 from time to time.

Other Fees/Charges

You agree 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.

GST

You agree 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.

Personal Identification Number

To enable the Card Member to use the Card, a Personal Identification Number (PIN) needs to be set on the Application. This PIN may subsequently be changed by the Card Member, at his own risk, at an ATM or at the Federal Bank mobile/internet banking or at the Bank Customer Care Centre. The PIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered into the Card Account using such PIN. The Card Member shall not record the PIN in any form so as to facilitate the PIN coming to the knowledge of a third party. The Bank is authorised by the Card Member for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. The Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Card Member other than by means of verification of the Card Member's PIN. The Card Member shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the PIN. If the Card Member fails to observe the security requirements, he shall be solely responsible to incur all losses, liability and damages arising therefrom. The Bank may, in its absolute discretion, issue a new PIN on the existing Card subject to the provisions stated herein and as specified by the Bank from time to time. The Card Member will not hold the Bank or Scapia liable in case of any improper/ fraudulent/unauthorized/ duplicate/ erroneous use of the Card and/or the PIN. The Bank and Scapia will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Card Account, the Card Member will be responsible and shall indemnify the Bank and Scapia against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise. In case the mobile number is not registered, the PIN will be sent separately at the mailing address.

Alerts

You 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.

Customer Care Services

1. The Bank shall provide information and facility to you 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 your identity before processing your request. You may also be given a specific Telephone Personal Identification Number (TPIN) for use of this facility.

2. You 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 record such instructions and may rely on transcripts of such telephonic instructions as evidence in any proceedings.
4. At your request the Bank may send to you by fax (at a fax number given by you) financial information (sought by you) regarding the Card Account which may be of private and/or confidential nature and you shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.
5. In following such instructions, the Bank shall be doing so on a best efforts 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, you shall be obliged to inform the Bank of the discrepancy within ten days of receiving the advice from the Bank.
8. In consideration of the Bank providing you 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 Bank may incur, sustain or suffer as a consequence of or by reason of your using this facility.

Internet Banking

1. You agree that while making any internet transaction, any outflow of foreign exchange can only be undertaken by you only in accordance with FEMA , 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 you in order to protect you from unauthorized and illegal use of account information by any person.
2. You may also be given a specific 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. You 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 you may be liable for any legal action against you 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 into Bank's systems, misuse of Password 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 accesses with or without assigning any causes or without any notice whatsoever.

Returned Payments

In case the cheque, or any other payment instrument or instruction given by the Card Member, towards payment of his Card dues, is not honoured, or must be returned to the Card Member because it cannot be processed, The Bank reserves the right to initiate legal proceedings against the Card Member and will levy fee at its sole discretion and/or temporarily/permanently cancel the Card. The Card Member will also be liable to pay the cheque return charges and late payment charges or any other charges as may be decided by the Bank.

Lost or Stolen Cards

1. You must notify the Bank immediately in the event the Card is lost, stolen, not received or is being used without your permission. In the case of such loss/theft etc. you 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.
2. Pending written notice, you 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 you and this account.
3. Your liability arising out of any unauthorized use of the Credit Card prior to notice/ communication to the Bank, shall be for all charges incurred till the notice/ communication to the Bank and shall be Nil only after receipt of notice by the Bank.
4. In case of an unsigned Card you shall be liable for all charges incurred on it.
5. 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 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.
6. You 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.
7. In the event you 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.

Collections

The Bank shall be entitled, at the sole risk and cost of the Card Member, to engage one or, more person(s) to collect the Card Member's dues and/or to enforce any security provided by the Card Member, and the Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Card Member and the security as the Bank deems fit. The Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as the Bank deems fit.

Quality of Goods and Services

The Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Member from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Member. It must be distinctly understood that the Credit Card is purely a facility to the Card Member to purchase goods and/or avail of services, the Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Member with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Card member of his obligation to pay all the Charges to the Bank and the Card Member agrees to pay such charges promptly.

Appointment of Third Party/Service Providers

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. All payments made to such third parties/ service provider for collection will be at your cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues/amounts
2. You shall be liable for all costs associated with the collection of dues and legal expenses with interest, should 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

If your Card becomes defective/gets damaged, mutilated, lost or stolen, you may ask for a replacement Card through the Application or with the help of the customer support. 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

You shall promptly notify the Bank at the address notified by the Bank from time to time or designated customer service centre, in writing or telephonically, of any change in your address and/or telephone number.

Breach & Termination/Withdrawal

1. By the Card Member: You can terminate these General Card Terms at any time by returning to us all the Cards, issued for use on the Account, cut in half with a written request to terminate all facilities and benefits hereto associated with the card. Termination will only be effective when we receive all the Cards including Additional Cards and payment of all amounts outstanding in respect of the Card Account. You can cancel the use of an additional Card by notifying the Bank in writing but you will remain liable for all Charges incurred by use of the Additional Card. No Annual fees or other charges shall be refunded on a pro-rata basis. You may also request for cancellation of credit card through the Application or the Bank's contact centre.
2. By the Bank: The Bank can terminate these General Card Terms immediately at any time at its discretion, restrict the use that the Card Member may make of the Credit Card without assigning reason or cause and without any notice thereto. Where the Bank terminates these General Card Terms, all amounts outstanding on the Card Account (including Charges or Cash advances not yet debited) will become due and payable immediately. The Bank may inform Merchant Establishment of cancelled Credit Cards. If the Credit Card is cancelled, you must cut it in two halves through the magnetic stripe and return both halves to the Bank immediately. No annual fees or other charges shall be refunded on a pro-rata basis.
3. In the event you change the employment/profession or address or are transferred from your present posting or change your salary account/main bank account etc., the Bank at its sole discretion shall have the right to discontinue the Credit Card facility.
4. Breach: In the event of breach of any of these General Card Terms by any Card Member; (i) notwithstanding any other provision of these General Card Terms the Card Member will remain liable for any loss directly or indirectly resulting from such a breach; and (ii) The Card Member will be liable to pay the Bank, upon demand, all amounts outstanding from the Card Member to the Bank, whether due and payable to the Bank at the date of such demand or not.
5. Termination / Withdrawal: The Card Member can raise a request for the closure of the Card Account through Scapia's Application or through a written email communication to the customer support.
6. The aforesaid notice will 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 the Bank. Save as aforesaid, neither the Card Account nor may any Card be terminated.

7. In the event the Charges are incurred on the Card after the Card Member claims to have destroyed the Card, but the Card has not been received by the Bank, the Card Member 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 the Bank has been intimated of the destruction of the Card.
8. The Bank may at any time, with or without notice, as to the circumstances in The Bank's absolute discretion require, terminate the Card Account and the Card. The Card Member expressly acknowledges and accepts that if the Card Member holds two or more Card Account with the Bank, being governed under these General Card Terms and defaults in making payments due to the Bank under one of the Card Account, the Bank is authorized to block the credit limit as made available to the Card Member under all other the Bank's Credit Card Account/s as well as withdraw such privileges / benefits as made available under all such Card Account/s , till such time the defaulting Card Account is regularized by the Card Member. The Card Member also agrees and acknowledges that the Bank shall not be required to provide any additional notice for the above.
9. On termination of the Card Account and notwithstanding any prior agreement between the Bank and the Card Member 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 Card Member 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.
10. The Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw the privileges on the Card and/or cancel the Card at any time without giving any notice or assigning any reason therefore. In case of a temporary withdrawal, the privileges may be reinstated by the Bank at its sole discretion. In case of a permanent withdrawal, the Bank has a right to refuse membership to the Card Member permanently. However, it is made distinctly clear that 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 Card Member 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 the Bank. Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card. The Card Member agrees to surrender the Card to the Bank, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Member to legal proceedings.

11. Occurrence of one or more of the following events shall constitute an event of default and the Bank at its sole discretion may withdraw the Credit Card facility. The events of default are as under:
 - 11.1. You consistently fail to pay any amount due to the Bank within the stipulated period.
 - 11.2. You fail to perform your obligations as per these terms and conditions.
 - 11.3. Any cheque and/or ECS/standing instructions delivered to the Bank is not encashed/ acted upon for any reason whatsoever on presentation/being made.
 - 11.4. Any representation made by you proves to be incorrect, false or incomplete including but not limited to income and/or identification paper/document forwarded to the Bank, being proved incorrect, incomplete and/or contains false/fraudulent information.
12. You specifically acknowledge that once the Card Account is cancelled/closed and privileges (including all benefits and services) of the Credit Cards stand withdrawn, reinstatement of the same is not automatic and will take place solely at the discretion of the Bank.
13. On cancellation of the Card, you:
 - 13.1. Must not use the Card, you shall cut the Card into two halves through the magnetic stripe and return the same to the Bank.
 - 13.2. Are responsible for any use of the Card including payment of charges until the Card is returned to the Bank cut into two halves through the magnetic stripe
 - 13.3. Must continue to make payments to the Bank in accordance with these General Card Terms .

Interest/finance charges, if any applicable, for a billing cycle will be levied/payable on the next billing cycle and the Card Member shall be liable to pay the same notwithstanding the termination/revocation of the Card Membership.

Harmonisation of Turnaround Time (TAT) and customer compensation for failed transactions using authorised Payment Systems

RBI had introduced guidelines on Turnaround Time (TAT) for resolution of customer complaints and compensation framework across all authorised payment systems in the month of September 2020. The Bank has adopted the above guidelines. In the event of failed transactions, wherever financial compensation is involved, the same shall be effected to the customer’s account Suo moto.

Customer Compensation details for failed transactions using Authorised Payment Systems is given below

Harmonisation of Turnaround Time (TAT) and customer compensation for failed transactions using authorised Payment Systems			
Sl. no.	Description of the incident	Framework for auto-reversal and compensation	
		Timeline for auto-reversal	Compensation payable

I	II	III	IV
1	Automated Teller Machines (ATMs) including Micro-ATMs		
a	Customer's account debited but cash not dispensed.	Pro-active reversal (R) of failed transactions within a maximum of T + 5 days.	₹ 100/- per day of delay beyond T + 5 days, to the credit of the account holder.
2	Card Transaction		
a	<u>Card to card transfer</u> Card account debited but the beneficiary card account not credited.	Transaction to be reversed (R) latest within T + 1 day, if credit is not effected to the beneficiary account.	₹ 100/- per day of delay beyond T + 1 day.
b	<u>Point of Sale (PoS) (Card Present) including Cash at PoS</u> Account debited but confirmation not received at merchant location i.e., charge-slip not generated.	Auto-reversal within T + 5 days.	₹ 100/- per day of delay beyond T + 5 days.
c	<u>Card Not Present (CNP) (e-commerce)</u> Account debited but confirmation not received at merchant's system.		

Exclusion of Liability

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

1. Any defect in any goods or services supplied;
2. The refusal of any person to honour or accept a card;
3. The malfunction of any electronic terminal;
4. The giving of transaction instruction other than by you;
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 you to anybody;
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 the Card Account; or

9. Any injury to your 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 honour 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 you is made either by the Bank or any person acting on behalf of the Bank, you 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 your character, in any manner.

Default

1. You accept that upon any default in discharging the obligations under these General Card Terms, the Bank and Scapia shall have the right to exercise any or all rights under the said terms .
2. You acknowledge the right of the Bank and/or Scapia to terminate the Card facility in the event of default in respect of any other credit facility extended to you by the Bank and vice versa.
3. You accept upon the non-payment of bills due for more than 30 days, under these General Card Terms the Bank shall have the right to block the transactions.
4. The classification into Substandard/ Doubtful/Loss NPA will be handled based on combined security apportionment across overall exposure with Bank and ageing rules as specified by Bank from time to time.

Notices

All notices or other communications under or in connection with these General Card Terms including all amounts due from the Card Member shall be given in writing to The Federal Bank Limited Parackal Towers, Parur Junction, Thottakkatukara, Aluva, Ernakulam, Ernakulam, Kerala, 683 102, India and, unless otherwise stated may be made by letter. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to the Bank shall be effective unless actually received and acknowledged by the Bank. Notices or communication may be made to: (i) the Card Member's address or facsimile number as recorded in

The Bank's records and to which notices / communications are to be sent (as specified in the

Application Form), and (ii) The Bank's zonal / regional / branch /office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Card Member and the Bank in writing to each other. In the event of any failure by the Card Member to notify the Bank in writing of any changes in its contact address or details, service of a notice/ correspondence to the address specified in the application form or last given by the Card Member shall be deemed to be proper and sufficient service on the Card

Member irrespective of whether or not such notice shall be returned "unserved" to the Bank. A notice published in the newspaper available in the area of residence or work of the Card Member shall be sufficient notice to the Card Member from the date of its publications; provided however, a notice in a newspaper shall not be effective against the Bank unless acknowledged by the Bank.

Services Provided by Mastercard Worldwide/ Visa International /Rupay

1. There are certain emergency services provided to you by VISA International/ MasterCard Worldwide/Rupay. Such services are provided by VISA/MasterCard/Rupay through third party agents. You are responsible for the cost incurred in availing such emergency services provided by/through VISA International/MasterCard Worldwide/Rupay.
2. Assistance is provided on a best effort basis by / through VISA International / MasterCard Worldwide/Rupay.
3. The Bank in India or anywhere in the world does not accept the responsibility for the arrangement or use of services provided by / through VISA International / MasterCard Worldwide/Rupay.

Disclosure

Federal Bank may tie up with credit bureaus authorized by RBI and will share credit information including but not limited to your current balance, payment history, demographic details, etc, such information is being provided in terms of the Credit Information Companies (Regulation) Act, 2005. The credit bureaus do not provide any opinion, indication or comment pertaining to whether credit should or should not be granted. It is in your 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 your credit worthiness for Future credit requirements. Federal Bank will report customer information to credit bureaus on a monthly basis or such other time period as may be agreed between the Bank and the credit bureaus. In case of any billing dispute notified to Federal Bank, Bank will suspend reporting to credit bureaus till the dispute is resolved. The Card Member acknowledges that Federal Bank is authorized to share information relating to Card Member/Add-on Card Member(s), including information relating to any default committed by the cardholder in discharge of his/her obligation, as Federal Bank may deem appropriate and necessary, with any existing or further credit bureaus as determined by the Bank from time to time. Accordingly, the cardholder gives consent and confirms having obtained consent from Add-on Card Member(s) to disclose information to such credit bureaus. Such entities may further make available processed information or data or products thereof of banks/financial institutions and other credit grantors. Credit Bureaus includes 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. You hereby expressly authorize the Bank for the purposes of credit verification or reference checks, card on-boarding, issuance, protection of its interests etc., to disclose all/any information/documents relating to

you/these General Card Terms and/or any other agreement with other banks, credit bureaus and financial institutions, other third parties, etc.

2. You hereby authorize the Bank or its representatives to contact your employer, banker or any other source to obtain and/or verify any further information that may be required.
3. You further authorize the Bank to disclose such information to the Reserve Bank of India (RBI), Income Tax Authorities, Credit Rating Agencies or any other Government or regulatory authorities/bodies/departments as and when so demanded. You further authorize the Bank to verify, share and/or disclose your name to the aforesaid authorities including banks, financial institutions, credit bureau/agencies, data banks, third parties like collections agencies in the event you default in payment or compliance of the terms and conditions of these General Card Terms.
4. You hereby authorize and accord consent to the Bank to carry out enquiries for obtaining your latest Personally Identifiable Information (“PII”) including but not limited to PAN card number from reliable/authorized information bureaus such as CERSAI/CIBIL or any such companies, on an on-going basis, and update such PII data in Bank’s records without any further consent in order to keep your PII data up to date which will in-turn help the Bank to provide suitable services and facilities.
5. You also authorize the Bank to disclose information provided in the credit card account opening form for the purpose of cross selling and any other marketing agent/s and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with providing of services / products, including without limitation, cross selling of various financial products
6. You 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.
7. Upon receipt of adverse reports (relating to your credit worthiness or your family members), the Bank may cancel the Card whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account shall immediately become due and payable by you. The Bank is not obliged to disclose the name of the bank, institution or body wherefrom it received such information about you.
8. You specifically waive the privilege of privacy, confidentiality and secrecy with regard to the aforesaid information.

Assignment/ Securitization

You 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 you on behalf of any purchase, assignee or transferee) your outstanding and dues to any third party of the Bank’s choice without reference to or without written intimation by the Bank to you 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 over 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 your account.

Miscellaneous

1. Where the Bank acts on good faith in response to any oral or electronic instruction or inquiry by you in respect of any matter in relation to the Card, you 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 you agree to hold the Bank harmless in respect thereof,
2. Your liabilities under these General Card Terms shall not be discharged 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 body of a Card Member or death of the Primary Card Member. The Primary Card Member's estate 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. The Card Account would also be liable to be suspended on instructions from any Government/Regulatory body. All amount 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 your obligation to forthwith pay all outstanding.
5. The Bank shall from time to time, in consultation with Scapia be entitled to add to and/or amend all or any of these terms and conditions, which shall be communicated in writing to you via SMS or email. You 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 into half before the date upon which any amendment is to have effect.
6. The Bank shall, in consultation with Scapia be entitled to add any new or withdraw any existing facility or features available to you under these terms and conditions.
7. All published information is correct and complete at the time of printing. The Bank or Scapia cannot assume responsibility for changes, which occur after printing.

Right to set off/Banker's lien

In the event of your delaying or being unable to settle your Credit Card outstanding as provided in these General Card Terms for any reason whatsoever, the Bank may exercise its right of general lien and/or set off and adjust any such outstanding against a property or assets (both moveable and immovable in possession of the Bank from time to time, including but not limited to amounts lying in term deposits

and/or in other accounts with the Bank, property, assets (both moveable and immoveable), securities, stocks, shares, monies, and the like of the Primary Card Member and the Add-on Card Member(s) 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.

Waiver/Acquiescence

No delay in exercising, or omission to exercise any right, power or remedy accruing to the Bank upon any default under these General Card Terms , 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 or Scapia in respect of any subsequent or similar default.

Arbitration Clause

All disputes, differences and/or claim or questions arising out of these presents or in any way touching or concerning the some 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 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 a sole arbitrator. The arbitration proceedings shall be held either in Aluva or Mumbai. You hereby agree and acknowledge that in no circumstance will Scapia be a party to any such dispute and/or proceedings.

Jurisdiction and Governing Law

All disputes arising out of and/or relating to these General Card Terms shall be subject to the exclusive jurisdiction of competent courts as mentioned below:

No	State wherein the customer resides /communication address	Place of arbitration
1	Customer having address in state of Kerala	Ernakulam
2	Customer having address in states Tamil Nadu	Chennai
3	Customer having address in states of Karnataka, Andhra Pradesh & Telangana.	Bangalore
5	Customer having address in states of Maharashtra, Goa, Gujarat, Daman & Diu & Dadra & Nagar Haveli.	Mumbai

6	Customer having address in states West Bengal, Odisha, Assam, Nagaland, Meghalaya, Jharkhand, Bihar, Chhattisgarh, Tripura & Mizoram.	Kolkata
7	Customer having address in states of Punjab, Uttar Pradesh, Rajasthan, Haryana, Delhi, Jammu & Kashmir, Chandigarh, Madhya Pradesh & Uttarakhand.	New Delhi

These General Card Terms shall be governed by the laws of India.

References

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. You have read and understood the entire General Card Terms and the MITC constituting of all clauses and agree to be bound by all the conditions stated herein.
2. You accept that terms and conditions and other documents about Credit Card have been explained in the language understood by you and that you have understood the entire meaning of various clauses.
3. Usages of card indicates acceptance of the terms & conditions laid out in the General Card Terms and the MITC .

Virtual Credit Card Terms

These Virtual Credit Card terms and conditions (“**Virtual Card Terms**”) apply to and regulate the provision of Virtual Credit Card facilities offered by the Bank. These Virtual Card Terms are in addition to and not in derogation of the General Card Terms, the terms and conditions governing Internet Banking services of the Bank and the terms and conditions for saving account of The Bank (collectively “**Primary Terms**”). To the extent of any inconsistency between these Virtual Card Terms and Primary Terms in the context of virtual Credit Card, these Virtual Card Terms shall prevail. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms.

1. “**Account/s**” shall mean the definition of Account(s) within the meaning of and as defined in the Primary Terms.
2. “**Virtual Credit Card**” shall mean an additional credit card issued to the Primary Card Member on his / her existing Card Account. This add-on credit card shall be created and stored, as an electronic image, on the logged in section of the Account/s of the Primary Card Member. No physical plastic shall be issued for the Virtual Credit Card.
3. “**Virtual Credit Card Member**” means the Primary Card Member to whom a Virtual Credit Card has been issued by Federal Bank subject to the Primary Terms and these Virtual Card Terms.
4. The Primary Card Member will be issued a Virtual Credit Card by default. The Virtual Credit Card enables Card Member to transact online within a credit limit of his choice, however, under no circumstances beyond the Credit Limit on his Credit Card at any time.

5. By applying and agreeing to avail the Virtual Credit Card facility, the Primary Card Member shall be deemed to have agreed to and accepted these Virtual Card Terms as are mentioned herein below.
6. The details of the purchase made using Virtual Credit Card will be displayed in the statement and no separate statement will be sent to the Primary Card Member. The Primary Card Member has to make a single payment towards the expense incurred using Physical Card and Virtual Credit Card.
7. Key details of the Virtual Credit Card like the card number, expiry date of the Virtual Credit Card, CVV etc. will be visible only on the Virtual Credit Card section available in the logged in section of the Account. The credit limit of Virtual Credit Card shall be that of the primary Card. Hot listing / blocking of Virtual Credit Card can be done through clicking relevant options under Virtual Credit Cards section available in the logged in section of the Account. If the Virtual Credit Card Member closes the Account/s, the Virtual Credit Card facility will continue to exist.
8. The use of Virtual Credit Card shall be restricted to online transactions only. The Card Member is aware that in case of online transactions, the charge slips will not be signed by the Card Member at the time of the purchase made using the Virtual Credit Card. Accordingly, the Card Member accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Member will make payment to the Bank of all out standings due and shall not hold the Bank and/or Scapia liable / responsible under any circumstances.
9. The Federal Bank shall not be liable if any merchant refuses to accept payment through Virtual Credit Card. The facility of Virtual Credit Card is meant only for the purpose of providing the Virtual Credit Card Member with a facility of making online payment and does not ensure quality, safety or legality of the transaction undertaken by the Virtual Credit Card Member.
10. The usage of the Virtual Credit Card shall amount to acceptance of these Virtual Card Terms and the Primary Terms. The Virtual Credit Card Member shall be bound /liable by/under these Terms for payment and he/ she shall ensure payment of all charges due and payable on the usage of the Virtual Credit Card. The facility of a Virtual Credit Card, being a special facility at such fee/rate as may be stipulated by the Bank from time to time.
11. All aspects of the Primary Terms which has not been specifically covered herein shall apply mutatis mutandis in the context of Virtual Credit Cards.

Scapia Rewards:

By using your Scapia Federal Credit Card, you are automatically enrolled in the Scapia Rewards Program. Scapia Rewards program will be administered through the below three categories

1. Scapia Coins
2. Scapia Benefits
3. Scapia Offers

1. Scapia Coins:

When you transact with your Scapia Federal Credit Card, Scapia Coins are credited to your Scapia Federal Credit Card account depending on the transaction value and the purchase category. These coins can be accumulated and further used for redeeming for Flight and Hotel bookings on Scapia App. Also, Scapia Coins can be redeemed against other exciting offers shown in the Scapia App from time to time.

1.1. Earn Scapia Coins

- a. Scapia Coins will be credited only on regular purchases across any category.
- b. Scapia Coins will not accrue for money transfers, rent payments, cash withdrawals, EMI transactions, forex transaction, education and school fees, gift cards, credit card repayments, crypto/digital asset transactions, fuel surcharge and digital wallet loading or top-up transactions. Sometimes, when you purchase a service/product on a digital wallet app which also offers in-app purchases, you may not get reward points, as it involves actual wallet load, which is then used to make payment to the merchant.
- c. Currently, you will get 10% Scapia Coins on every purchase of Rs. 20 and above. For purchase amounts below Rs. 20, Scapia Coins will not be credited. For example, if you spend Rs. 48 on a recharge, 5 Scapia Coins will be rewarded. Similarly if you spend Rs. 52, 5 Scapia Coins will be credited.
- d. You will get 20% Scapia Coins on travel purchases made on Scapia App.
- e. Bonus Coins: You may also earn Scapia Coins on non-financial transactions such as Refer a Friend, Completing Certain Tasks like Activating the Card...etc. Eligibility norms and conditions for earning Bonus Coins will be decided by Scapia from time to time and this will be published in Scapia App.

1.2. Redeem Scapia Coins:

- a. No fee is levied if you wish to redeem Scapia Coins.
- b. Scapia Coins can be redeemed including in the following ways:
 - Book Flights on Scapia App: Which lets you book flights for your favourite destinations on Scapia App as per the availability.
 - Book Hotels/Stays on Scapia App: Which lets you book hotels and stays at your favourite destinations on Scapia App as per the availability.
- c. On redemption, the Scapia Coins so redeemed will be automatically subtracted from the accumulated reward points in your Scapia Federal Credit Card account.
- d. To redeem Scapia Coins, simply swipe right the redemption switch which is available in the flight/hotel booking screen.

1.3. Value of Scapia Coins:

Value of Scapia Coins may change from time to time as decided by Scapia. Any change in the value of the coins will be communicated with one month's notice in advance. Currently the Scapia Coins are valued as per the table given below.

Description	Value of Scapia Coins
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For redemption against Flights & Hotel/Stay Bookings and any other services on Scapia App	5 Scapia Coin = Rs. 1
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2. Scapia Benefits:

Scapia Federal Credit Card holders will get access to exclusive benefits provided by Scapia in partnership with Federal Bank.

2.1. Complimentary Access to Domestic Airport Lounge:

- a. Scapia Federal Credit Card members will be provided complimentary access to 60+ select Airport Lounges in India. List of participating lounges can be accessed [here](#).
- b. Eligibility: All active Scapia Federal Credit Card cardholders will be eligible to access complimentary lounge access within the eligible quota. If the complimentary access eligibility is exhausted, customers will be charged entry as per the charges decided by the Lounge providers. Quota complimentary access are decided as follows.

Category	No of Complimentary Access	Condition for eligibility
Unlimited Domestic Lounge	Unlimited	<ul style="list-style-type: none"> • Customers should spend Rs. 5000 in a billing cycle for unlocking this facility. • Customer should also be Active on a monthly basis for retaining the Unlimited Domestic Lounge free access. • Transactions done in one statement cycle i.e. 15th to 14th or 20th to 19th of every month. • Unlimited Lounge Access will be enabled in 5 working days post the Billing Date if the customer is eligible for the Access.

- c. How it works: While swiping Scapia Federal Credit Card at domestic lounge an authorization for an amount (Rs. 2/-) will be taken on the card for validation purposes only which is non-refundable. After customers have exceeded the complimentary accesses, the applicable lounge access fee (plus taxes) will be charged to his Scapia Federal Credit Card account.
- d. Complimentary Lounge Access will be available only for the Card Holder. Lounge provider may check the name displayed on the Credit Card with the Boarding Pass to ensure the same. Guest access, for members who accompany the credit card holders will be charged as per the standard prices of the lounge provider.

- e. Terms and Conditions for lounge access will be communicated through the Scapia App from time to time.

2.2. Zero Forex Mark-up:

- a. Scapia Federal Credit Card holders will not be charged any Forex Mark-up while shopping abroad.

2.3. No Cost EMI for Travel Transactions on Scapia App (Feature Coming Soon):

- a. Scapia Federal Credit Card holders will be eligible for availing No Cost EMI facility for travel booking done on Scapia App.
- b. This facility will be available for Flight/Hotel Booking transactions done on Scapia App and subsequently converted as EMI.
- c. No cost EMI facility will be available only for EMI transactions with tenure selected as 3 months. For other tenures i.e. 6, 9 & 12 months, No Cost EMI will not be available.
- d. Under this benefit, customers will be charged the interest on the EMI as per the standard interest rates. However, an amount equivalent to monthly interest levied in the Credit Card will be credited by Scapia to the card holders account making this no cost for the customers.
- e. Cost subvention under the No Cost EMI benefit is available only for the interest cost levied by the Bank. Customers shall be charged, Processing Fee, as applicable for converting into EMI facility.

3. Scapia Offers:

- a. Scapia Federal Credit Card holders will get access to exclusive discounts/offers from partner merchants from time to time.
- b. Detailed offer terms & eligibility conditions will be displayed on Scapia App for every offer which is promoted by Scapia.
- c. If any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the Program or otherwise by use of the Card, Scapia reserves the right to disqualify the card holder from availing such offer without giving prior notice of the Same.
- d. Scapia shall not be held liable for any delay or loss that may be caused in delivery of the goods and services through the participating merchants.
- e. Scapia Offers will not be available wherever prohibited and / or on merchandise / products / services for which such programs cannot be offered for any reason whatsoever.

Other Terms of Scapia Reward Programme:

- a. Scapia Coins which have been credited or debited to or from your Scapia Federal Credit Card account shall be reflected on the Scapia app. You can also view the Scapia Coins accumulated by you on the Scapia app.
- b. Scapia as authorized by the Bank reserves the right to wholly or partly modify the Scapia Rewards Programme. Scapia as authorized by the Bank also reserves the right to change the reward point conversion rate, withdraw

reward points awarded or to vary any of the terms and conditions herein in its absolute discretion without prior notice to the cardholder.

- c. In case this Scapia Rewards Programme comes in conflict with any rule, regulation or order or any statutory authority, then Scapia as authorized by the Bank has the absolute authority and right to modify or cancel this rewards programme to give effect to said requirements.
- d. Scapia Coins have 36 months validity, except in circumstances detailed below:
 - If the Scapia Federal Credit Card is not used for more than 365 days, the accrued reward points will be nullified.
 - Scapia as authorized by Bank reserves the right to cancel or suspend the accrued reward points if the Scapia Federal Credit Card account is in arrears, suspension or default or if the Scapia Federal Credit Card account is or is reasonably suspected to be operated fraudulently.
 - In case of cardmember's death, the Scapia Coins earned but not redeemed at that time will be forfeited.
 - If a transaction is reversed by way of a refund/chargeback/reimbursement, the transaction amount shall be credited back to your Scapia Federal Credit Card account. In such instances, the reward points accrued on those transactions will be reduced from the overall points balance.
 - In case a cardmember cancels any Flight/Hotel booking that was availed of by redeeming Scapia Coins, Scapia Coins can be reinstated at Scapia as authorized by Bank's discretion at the same rate at which they were redeemed.
 - On closure/termination of Scapia Federal Credit Card membership, any Scapia Coins pending to be claimed in the cardmember's account will be forfeited.
- e. Scapia as authorized by the Bank will not be held responsible if any supplier of products / services offered to you withdraws, cancels, alters or amends those products / services.
- f. Scapia as authorized by the Bank makes no warranties for the quality of products / services provided by the merchant establishments participating in the Scapia Rewards Programme.
- g. You may note that every purchase is assigned a different "Category" depending upon the Merchant Category Code ("MCC") defined by VISA. According to this, the merchant acquiring bank classifies the merchant depending on the service provided by them. For example, Food & Dining, Shopping, Travel, Entertainment, Groceries, Bills & Utilities, Fuel, and so on. Scapia does not have any control over this MCC classification.

Version (1) 15.06.2023