

Credit Cards General Terms and Conditions

Introduction

The terms and conditions of the Cardholder Agreement apply to the Federal Bank “Fed StarBiz” Credit Card. Upon approval of your application for a Federal Bank “Fed StarBiz” Credit Card, you (the customer) hereby agree to the following:

(a) The use of the Federal Bank “Fed StarBiz” Credit Card shall be governed by the terms and conditions contained herein and in the Most Important Terms & Conditions (MITC) referred to in the application form and, as amended by the Bank from time to time.

(b) If the terms and conditions are not acceptable to you, you should inform us in writing, destroy (by cutting) the Federal Bank “Fed StarBiz” Credit Card and return the same to us within 30 days of receipt of the Credit Card.

(c) Any changes made to this Cardholder Agreement will be communicated to you via email/ SMS sent to your registered email ID/phone number with the Bank. Failure to withdraw the Credit Card within a period of thirty (30) days from the date of intimation shall be deemed as your acknowledgement/ consent to the changes.

Definitions

1. **Federal Bank “Fed StarBiz” Credit Card (or “Credit Card”, “Card”, “Card Number”)** refers to a valid Credit Card issued by Federal Bank, entitling the Card member to use the Card Account within a pre-defined Credit Limit. “Card” encompasses all types of cards, including physical cards, virtual/digital cards, and tokenized cards.
2. **Bank, We, Us, Our** (or similar pronouns) refers to The Federal Bank Ltd., along with its successors, assigns, administrators, liquidators and related entities, as may be applicable.
3. **Card member, Primary Card member, Cardholder, Member, Customer, You, Your, Him, He, His, She, Her** (or similar pronouns) refers to the individual in whose name the Card has been issued and the Card Account is maintained.
4. **Linked Card** refers to a card associated with an underlying account, governed by the terms and conditions of both the underlying account and the card.
5. **Domestic Transaction / Usage** refers to transactions originating in India at merchant outlets or through online transactions.
6. **Credit Limit** means the maximum credit that can be utilized on the Card Account at any given time. The Credit Limit includes a Domestic Limit, which is the maximum credit limit assigned specifically for Domestic transactions.
7. **Charges** refers to all transactions made or charged to the Card Account under this agreement, whether or not the Card member signs a record of charge. This includes, but is not limited to, purchase of goods and services, cash advances, drafts made from the account by usage of the Card or Card Number, joining fee, annual fees, transaction charges, service charges, GST and any other fees or amounts the Card member has agreed to pay or is liable to pay to the Bank under this Agreement.
8. **Electronic Terminal** refers to branch teller terminals, ATMs, point-of-sale terminals, EDC (Electronic Data Capture) machines, and any other device authorized by the Bank for use with a Credit Card and/or PIN (Personal Identification Number) as described in the terms and conditions.

9. **Merchant Establishment** refers to any company, corporation, establishment, firm, association, individual or any such entity designated by the Bank as a MasterCard/VISA/RuPay merchant or with which there is an arrangement for Card members to obtain goods and services using the Card or Card Number.
10. **Purchases** refer to the purchase of goods and services by the Card member using the Card or Card Number.
11. **Valid Card** refers to a Credit Card issued by the Bank that has not expired, has not been damaged or has not been cancelled by either the Bank or Card member.

The Agreement

As a cardholder, you hereby agree to the following:

Terms & Conditions

1. You will comply with these terms and conditions contained herein and any amendments made by the Bank in accordance with Reserve Bank of India (RBI) guidelines or changes in the Bank's policy.
2. The Card will be honored only when a valid card is presented to a Merchant Establishment.
3. The Card is the property of the Bank and must be produced or surrendered upon demand without delay.
4. The Card is non-transferable. You must protect it from misuse by retaining it under your personal control at all times.
5. (a) You may use the Card for payments in currencies other than Indian Rupees only in compliance with applicable Indian laws, including the Foreign Exchange Management Act, 1999 (FEMA). The card must not be used for transactions on prohibited sites that may incur criminal liability.

(b) The Card must not be used for payments in foreign currency in Nepal or Bhutan.

Card Services

The Card is the property of Federal Bank. The Bank reserves the right to (1) conduct internal processes and obtain credit bureau reports and other reports to assess the applicant's credit worthiness and (2) decline to issue a Card at its sole discretion. The Card is non-transferable, and usage is subject to these terms mentioned herein and any additional conditions stipulated by Federal Bank from time to time. Cardholders must sign on the reverse of the Card immediately upon receipt.

Your grievances will be suitably addressed by Federal Bank Customer Care Centre, whose contact details are provided in this Agreement. Cardholders can avail themselves of services from the Customer Care Centre, including inquiries about credit limits (if eligible), transaction details, total amounts due, and payment due dates of the underlying account.

Primary Terms and Conditions of the Card

Eligibility: The OD/CC account must have limits between ₹3,00,000 and ₹50,00,000.

Balance Limit: If the OD/CC account balance exceeds ₹50,00,000, the linked credit card will be automatically cancelled by the Bank, with notification to you.

Transaction Restrictions: No international transactions or cash withdrawals are permitted on the card.

Monthly Statement: Federal Bank will not provide a separate monthly statement for the Card. Cardholders should refer to the statement of the underlying account linked to the card for transaction details.

Card Validity, Expiry and Renewal

1. **Validity:** Your Card is valid until the last day of the calendar month indicated on the card unless cancelled earlier by the Bank. The Bank is not liable for any consequences arising from the use of the Card outside its validity period.

2. **Renewal/Reinstatement:** Upon expiry or cancellation, your Card may be renewed or reinstated at the Bank's sole discretion. Upon expiry, the Card must be destroyed by cutting it in half through the magnetic stripe.

3. **Automatic Renewal:** Unless you are in breach of this Agreement, the Bank will automatically renew your Card and send you a new one before the current Card expires. If you do not receive the renewed Card, contact the designated Customer Service Centre or write to the Bank at the address provided.

4. **Non-Renewal:** You must inform the Bank at least 60 days before the expiry of the current Card if you do not wish to renew it. If you fail to do so, a renewal fee (as applicable) will be charged to your Card Account and will be non-refundable.

Fees

1. You agree to pay the following fees related to the Credit Card:

§ **Joining Fees:** Charged at the prevailing rate at the time of issuance.

§ **Annual Fees:** Charged at the prevailing rate at the time of issuance and subsequently on an annual basis during the month the Credit Card was originally issued.

2. All fees are non-refundable and may change at the Bank's discretion. Any changes will be communicated to you via email or SMS in advance. A schedule of fees and charges is available upon request and on our website at www.federalbank.co.in

Credit Limit

1. Your Credit Limit will be equal to limit available on the underlying account. The Bank will determine your Credit limit at its sole discretion and will notify you of any changes from time to time. Your Credit Limit will be equal to the available limit on the underlying OD/CC account. The Bank revise the underlying account limit at its discretion and/or upon your request, with prior notification to the Cardholder.
2. The use of the Card at Merchant Establishment will be restricted by the credit limit assigned to each Card Account by the Bank.
3. Your Credit Limit and Card Account will be terminated if your Card is cancelled.

Use of Card

1. Upon receipt of the Card, you must immediately sign the signature panel on the back of the Card.
2. The Card may only be used for bona fide business purposes or the purchase of goods and/ or services. You shall not use the Card for personal purchases, such as groceries or jewelry.
3. You must sign and/or collect the charge slip, cash advance slip or mail order coupon at the time of incurring a charge. Failure to sign a charge slip does not relieve you of liability for the charges. You must retain your copy of the charge slips for at least six months.
4. You agree and accept that the Bank may, at any time and without prior notice or reason, refuse authorization for a transaction initiated at a Merchant Establishment and/or restrict or defer your ability to use the Card and/or suspend or cancel the Card. The Bank has the right to repossess the Card if it reasonably believes this is necessary for proper management of any credit or business risk or if the Card or Card Account is being misused or likely to be misused. In such cases, upon a demand made by the Bank, you shall surrender the Card in the manner prescribed by the Bank, including through Merchant Establishment, or any branches of the Bank.
5. Any charge slip, or payment requisition received by the Bank for any transaction on the Card Account shall serve as conclusive proof that the amount recorded was incurred by you using the Card. If a charge slip or voucher is unavailable viz. mail order or telephone order or electronic commerce and you dispute the transaction, you must resolve the dispute directly with the concerned Merchant Establishment. The Bank shall not be liable for such disputes.
6. A surcharge may be applied to the purchase of certain products and services, as notified by the Bank from time to time. Payment of this surcharge is mandatory and may vary from time to time.
7. The card transactions appearing in the underlying account statement shall be considered prima facie proof of the charges incurred by you. If you disagree with any charge in the account statement, the same should be communicated to the Bank in writing within 60 (sixty) days from the statement date, failing which, the charge will be deemed conclusive proof.
8. The Bank will not be responsible if a Merchant Establishment refuses to accept the Card or applies a surcharge. However, the Cardholder should notify the Bank of such complaints at the address specified by the Bank from time to time or at the designated Customer Service Centre.

9. The Bank shall not be in any way responsible and/or liable for the merchandise, pricing, quality, warranty, privileges, benefits, facilities, or any deficiency/delay in services related to purchases made from Merchant Establishment and/or third-party suppliers, including mail orders, telephone orders, or electronic commerce (e.g., internet) placed by you. Any disputes should be settled directly with the Merchant Establishment/third party suppliers and failure to do so will not relieve you of any obligation to the Bank.

10. No claims by you against a Merchant Establishment/ third- party supplier shall be grounds for a set off or counterclaim against the Bank.

11. 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 will automatically terminate all associated privileges, benefits and facilities attached thereto.

12. Your OD / CC account will be debited for the purchase of goods/services e.g. air/rail tickets etc. even if the purchase is subsequently cancelled. Refunds for cancellations will be credited to your underlying account (less cancellation charges) only when received by the Bank. No cash refunds will be provided. If the credit is not reflected in your OD / CC account statement within a reasonable time, you must notify the Bank immediately.

13. You shall not use the Card in violation of any laws, rules, regulations and terms and conditions of this Cardholder Agreement. In the event of any such illegal/ unauthorized use, you agree 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 arising from your actions, omission/commission or negligence.

Other Fees/Charges

You agree to pay all costs, including but not limited to charges for renewal, replacement, duplicate statements, legal costs, and any other fees/charges etc. incurred and/or charged by the Bank.

GST

You agree to pay GST at the rate prescribed by the Government of India, applicable to the fees, finance charges and other fees/charges etc., as they may arise.

Personal Identification Number/Mobile Personal Identification Number

To use the Card, a Personal Identification Number (PIN)/ Mobile Personal Identification Number (M-PIN) will be issued. The PIN will be sent on your registered email ID, and an SMS will be sent to your registered mobile number. If you do not receive it, please contact the Federal Bank Customer Care Centre.

You may change the PIN/ M-PIN at Federal Bank ATM, via Federal Bank internet banking, or through the IVR. The PIN/M-PIN provides access to the Card Account and the Cardholder has the sole responsibility for use, confidentiality and protection of the PIN/M-PIN, and for all orders and information changes entered into the Card Account using it. Do not record your PIN/ M-PIN in any form that could be accessed by third parties.

Federal Bank is authorised to execute transactions and instructions authenticated by the PIN/M-PIN and is not obligated to verify the authenticity of instructions beyond this verification. The Cardholder shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the PIN/M-PIN. If the Cardholder fails to observe the security requirements, he may incur liability for any resulting issues.

Federal Bank may, in its absolute discretion, issue a new PIN/M-PIN on the existing Card, subject to the provisions stated herein and as specified by the Bank from time to time. The Cardholder will not hold the Bank liable in case of any improper/ fraudulent/unauthorized/ duplicate/ erroneous use of the Card and/or the PIN/M-PIN. Additionally, the Bank is not liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling into third party hands. If any third parties gain access to the services, including the Card Account, the Card Member will be responsible and shall indemnify Federal Bank against any liability, costs or damages arising from such misuse.

Linking of Card with Existing Account

The Applicant acknowledges and agrees that his/her Card will be linked with his/her existing Federal Bank OD/CC Current account, if any, at the discretion of Federal Bank. The Applicant further acknowledges and understands that this would enable him/her to access his Card Account using the existing User ID associated with Federal Bank OD/ CC account, if any, through Internet Banking services facility. The Applicant consents to and authorizes Federal Bank to use the KYC details provided for this purpose.

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 channels. You will have no objection to this communication.

Customer Care Services

1. The Bank shall provide you with information and facilitate access to your Card Account, allowing you to carry out transactions through telephone. These instructions may be accepted by the Bank either manually or through automated systems. The Bank reserves the right to determine 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 any requests. You may also receive a specific Telephone Personal Identification Number (TPIN) for this facility.
2. You agree not to hold the Bank liable on account of the Bank acting in good faith on your instructions.
3. The Bank may, at its sole discretion, record such instructions and rely on transcripts of such telephonic instructions as evidence in any proceedings.
4. Upon 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. You shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.

5. The Bank will act on your instructions on a best-efforts basis and is not liable on account of delay or inability on the part of the Bank to act immediately or at all.

6. The Bank reserves the right to refuse instructions where it believes that they are not genuine or to withdraw or suspend this facility.

7. In case there is a discrepancy in the particulars or details of any transactions, you must inform the Bank of the discrepancy within ten days of receiving the relevant advice.

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 use of this facility.

Internet Banking

1. The Bank may, at its sole discretion, decline certain Internet transactions to protect you from unauthorized or illegal use of your account information by any person.

2. You may also be given a specific Personal identification Number (PIN) for use of this facility. You shall personally be liable for the security of the said number and must not share or disclose the said number to any individual.

3. You agree not to use the Card/Card number to access websites on gaming or obscenity that are prohibited and declared illegal by the Government of India. Engaging in such activities may expose you to legal action, and the Bank will not be held responsible.

4. Information on the Bank's websites is subject to change. Unauthorized use of the 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 applicable laws.

5. In consideration of the Bank providing 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 use of this facility.

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

Lost or Stolen Cards

1. You must notify the Bank immediately if your Card is lost, stolen, not received or is being used without your permission. In such cases, you must provide written notice to the Bank after filing a 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. Upon adequate verification, the Bank will temporarily suspend your Card Account but will not be liable for any inconvenience caused.
3. Your liability arising out of any un-authorized use of the Credit Card prior to notifying the Bank includes all charges incurred until such notice/ communication is received. Liability will be nil only after receipt of notice by the Bank.
4. If the Card is unsigned, you shall be liable for all charges incurred.
5. You are responsible for the security of your Card and must take all necessary precautions to safeguard it. The Bank shall not in any manner be liable for any misuse of the Card. If the Bank determines that your security measures are questionable, you may bear financial liability for the lost or stolen Card, which could even lead to cancellation of the Card Account.
6. You will fully cooperate with the Bank, its representatives, and/or legal authorities during any investigation of disputed transactions.
7. If you recover a lost card, it must not be used and must be cut into half through the magnetic stripe and returned immediately to the Bank.
8. You shall not be liable for any transaction/s made on the Card post reporting its loss/theft/damage. However, if there is a dispute regarding the timing of your reporting of loss/ theft/damage and/or any transactions made afterward, the Bank reserves the right to ascertain the time and/ or authenticity of the disputed transactions. You shall not be able to use the blocked Card for any transaction/s until you receive a replacement.

Quality of Goods and Services

The Federal Bank shall not, in any way, be responsible for merchandise, warranties or services purchased or availed of by the Card Member from Merchant Establishments. This includes issues such as delays 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 solely a facility for the Card Member to purchase goods and/or avail of services. Federal 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 any claim or dispute does not relieve the Card Member of the obligation to pay all charges to Federal Bank, and the Card Member agrees to pay such charges promptly.

Appointment of Third Party/Service Provider

1. The Bank may, at its sole discretion, appoint third parties/service providers to offer services over the phone or through-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, and credit verification.

2. You hereby expressly agree / consent for the sharing of your data / documents provided to the Bank, with such Third Party / Service Providers. The data / documents will be used for specific purposes and the same will be purged once the Card Account is closed.

List of Third Party/Service Providers associated with the Bank:

Entity Name	Role	Description
M2P Solutions Pvt. Ltd.	ACS (Access Control Server)	Your PII (Personally identifiable Information) and transaction data will be shared to provide access to services.
WIBMO	ACS (Access Control Server)	Your PII and transaction data will be shared to provide access to services.
Sinch cloud communication services India Pvt. Ltd.	Communication Vendor	Your PII data will be shared for communications.
MCT Cards & Technology Pvt. Ltd.	Printing Partner	Your PII data will be shared for sending you the physical Welcome Kit.
Delhivery Pvt. Ltd.	Logistics	Your PII data will be shared for delivering the physical Welcome Kit to your address.
Concentrix Technologies (India) Pvt. Ltd.	Customer support activities	Your PII and transaction data will be shared for customer support/queries.

Credit Card Reissue and Replacement

If your Card becomes defective/gets damaged, mutilated, lost or stolen, you may ask for a replacement Card at any of the Bank's Card Division Centres/ Branches. All such replacement Cards shall be issued at the discretion of the Bank upon payment of applicable charges. 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 must promptly notify the Bank, at the address notified by the Bank from time to time or designated customer service center, in writing or telephonically, of any change in your address and/or telephone number. These changes will be applied to the underlying OD/CC account linked to your card.

Termination

1. **By the Card member:** You may terminate this Agreement at any time by returning all issued cards, cut in half, along with a written request to terminate all facilities and benefits hereto associated with

the card. No annual fees or other charges shall be refunded on a pro-rata basis. You may also request cancellation through Fednet or Bank's contact centre. For complaints regarding mis-selling or harassment from recovery agents, please contact ccsalessupport@federalbank.co.in or call 0484-6754111.

2. By the Bank: The Bank may terminate this Agreement immediately at its discretion or restrict your use of the Credit Card, without assigning reason or cause and without any notice thereto. Upon termination, all outstanding amounts in the Card Account (including Charges or Cash advances not yet debited) will be due and payable immediately. The Bank may inform Merchant Establishment of cancelled Credit Cards; You must cut the cancelled Credit Card in half through the magnetic stripe and return both halves to the Bank immediately. No annual fees or other charges shall be refunded on pro-rata basis. If the limit of the underlying account exceeds 50 lakhs, the linked credit card will be cancelled.

i) In the event you change your employment/profession, 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.

ii) The Credit card facility may be withdrawn / suspended if there are irregularities in the underlying OD/ CC account, as determined by the Bank.

3. You specifically acknowledge that once the Card Account is cancelled/closed, the privileges (including all benefits and services) associated with the Credit Cards stand withdrawn, and reinstatement will occur solely at the Bank's discretion.

4. Upon cancellation of the Card, you must not use it, cut it into two halves through the magnetic stripe, and return the same to the Bank.

Exclusion of Liability

Without prejudice to the foregoing, the Bank 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 honor or accept your card.
3. The malfunction of any electronic terminal.
4. Any transaction instruction given by someone other than you.
5. Any statements made by any person requesting the return of the card or any acts performed in conjunction with such requests.
6. The handover of the card by you to anyone other than designated Bank employees on Bank premises.

7. The Bank's 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, any person or computer terminal.
8. The exercise by the Bank of its right to terminate any Card or Card Account.
9. Any injury to your credit, character, or reputation allegedly caused by the repossession of the Card and/or any request for its return or the refusal of any service establishment/ mail order establishment to honor or accept the Card.
10. Refusal by any merchant /service establishment to accept/honor the Card for the payment transactions.
11. Any misstatement, misrepresentation, error or omission in any details disclosed by the bank.

In the event that demands or dues from you are 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 fulfilling your obligations under the Card member Agreement, the Bank has the right to exercise any or all rights under this Agreement.
2. You acknowledge the Bank's right 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. Classification into Substandard/ Doubtful/Loss NPA will be based on combined security apportionment across your overall exposure with the Bank and ageing rules as specified by Bank from time to time in accordance with RBI guidelines on Prudential Norms on IRAC.

Breach & Termination/Withdrawal

1. **Breach:** In the event of breach of any of these Terms and Conditions by any Card Member: (i) notwithstanding any other provision of these Terms and Conditions, 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 Federal Bank, upon demand, all outstanding amounts, whether due and payable at the time of demand or not.
2. **Termination / Withdrawal:** The customer can raise request for card closure through Fednet or by providing a written document at branches, verbal verification, or by emailing contact centre or creditcards@federalbank.co.in.
 - a. The aforesaid notice will not take effect till the Card has been defaced by cutting off the top right-hand corner, ensuring both the hologram and magnetic stripe are cut, and the defaced Card has been received by Federal Bank. Until this is completed, neither the Card Account nor the Card can be terminated.

b. If charges are incurred on the Card after the Card Member claims to have destroyed it, but the Card has not been received by Federal Bank, the Card Member shall be entirely liable for charges incurred on the Card, regardless of whether these charges result from misuse and whether the Bank was informed of the destruction of the Card.

c. Federal Bank may at any time, with or without notice, at its absolute discretion, 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 Federal Bank, being governed under these Terms and Conditions, and defaults in making payments due to the Bank under one of the Card Account, Federal Bank is authorized to block the credit limit as made available to the Card Member on all accounts. The Bank may as well withdraw such privileges / benefits as made available under all such Card Account/s, till the defaulting Card Account is regularized by the Card Member. The Card Member also agrees and acknowledges that Federal Bank shall not be required to provide any additional notice for the above.

d. Upon termination of the Card Account, and notwithstanding any prior agreement between Federal 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.

e. Federal 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 thereof. In the event of a temporary withdrawal, the privileges may be reinstated by the Bank at its sole discretion. In case of a permanent withdrawal, Federal 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 Federal 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 Federal 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 action.

Notices

All notices or other communications under or in connection with these Terms and Conditions, including any amounts due from the Card Member, shall be in writing and sent to The Federal Bank Ltd, 2nd Floor, Parackal Towers, Ops – Cards & Account Services Department, Parur Junction, Aluva, Ernakulam, Kerala, India, 683 102, India. Unless otherwise stated, notices may be delivered by letter. Any such notice or other communication will be deemed 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). However, no notice or communication to Federal Bank shall be effective unless actually received and acknowledged by Federal Bank.

Notices or communication may also be sent to: (i) the Card Member's address or facsimile number as recorded in The Federal Bank's records (as specified in the Application Form), and (ii) Federal 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 Federal Bank in writing to each other.

In the event that the Card Member fails to notify Federal 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, regardless of whether such notice is returned as "unserved" to Federal Bank. A notice published in a newspaper circulating in the area of residence or work of the Card Member shall be considered sufficient notice to the Card Member from the date of its publications; however, such a notice in a newspaper will not be effective against Federal Bank unless acknowledged by the Bank.

Services Provided by Mastercard Worldwide/ Visa International/ RuPay

1. Certain emergency services are provided to you by VISA International/ MasterCard Worldwide/ RuPay, through third party agents. You are responsible for any costs incurred while availing such emergency services provided by/through VISA International/ MasterCard Worldwide/ RuPay.
2. Assistance is offered on a best effort basis by / through VISA International / MasterCard Worldwide/ RuPay.
3. The Bank, whether 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. This sharing is done in accordance with the Credit Information Companies (Regulation) Act, 2005. 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 involved, 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 until the dispute is resolved.

The card member acknowledges that Federal Bank is authorized to share information related to the card member/ add-on card member(s), including information related 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. The cardholder provides consent and confirms having obtained consent from add-on card member(s) to

disclose information to such credit bureaus. Such entities may further process and disseminate this information, or data or products thereof to banks/financial institutions and other credit grantors. Credit Bureaus include Credit Bureaus, Credit Reference Agencies, Credit Information Companies or any other entities formed and authorized by the RBI for collecting, collating and disseminating credit information pertaining to borrowers.

1. You hereby expressly authorize the Bank to disclose all/any information/documents relating to you/this Agreement and/or any other agreement with other banks, credit bureaus and financial institutions, other third parties, etc. for the purposes of credit verification or reference checks, card onboarding, issuance and protection of its interests.

2. You hereby authorize the Bank or its representatives to contact your employer, banker or any other source to obtain and/or verify any additional information that may be required.

3. You further authorize the Bank to disclose such information to Reserve Bank of India (RBI), Income Tax Authorities, Credit Rating Agencies or any other Government or regulatory authorities/bodies/departments as and when required. You also 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 agency in the event of a default in payment or non-compliance of the terms and conditions of this Agreement.

4. You authorise and accord consent to The Federal Bank Limited 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. The Bank may update such PII data in its records without any further consent, in order to keep your PII data up to date which in turn will 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 to any other marketing agent/s and/or contractors with whom the Bank enters, or has entered into any arrangement, in connection with provision 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 to any Court, Tribunal, Arbitrator if-directed/ required.

7. Upon receipt of adverse reports (relating to your creditworthiness 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 any privilege of privacy, confidentiality and secrecy with regard to the aforesaid information.

Assignment/ Securitization

You expressly acknowledge 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 for the Bank to proceed against you on behalf of any purchaser, assignee or transferee) your outstanding dues to any third party of the Bank's choice, without reference to or without written intimation from the Bank to you. 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 for the Bank to continue to exercise all power hereunder on behalf of such third party and to pay over such outstanding 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 in 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. The Card Account would also be liable to be suspended on instructions from any Government/Regulatory body. Any outstanding amounts on the Card shall be deemed to have immediately become due upon instructions from Government/Regulatory bodies, as the case may be.
3. The Bank shall, from time to time, be entitled to add to and/or amend all or any of these terms and conditions, which shall be communicated in writing to you via SMS or email. You will be bound by such amendments unless all outstanding amounts in the Card Account are paid, and the Card is returned to the Bank for cancellation or cut in half before the date upon which any amendment is to take effect.
4. The Bank shall, at its sole discretion, add any new facilities or withdraw any existing facilities or features available to you under these terms and conditions.
5. All published information is correct and complete at the time of printing. The Bank cannot assume responsibility for changes that 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 this Agreement for any reason whatsoever, the Bank may exercise its right of General Lien and/or set off and adjust any such outstanding amounts against property or assets (both moveable and immoveable) 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, as well as 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 whether they or any one or more of them are 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 this Agreement, or any other agreement or document shall impair any such right, privilege, power or remedy, nor shall it be construed as a waiver/forbearance thereof or any acquiescence in such default. Nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default.

Arbitration Clause

1. All disputes, differences and/or claim or questions arising out of this agreement, or in any way touching or concerning the same, or as to the construction, meaning or effect thereof, or as to the rights, 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, before a sole arbitrator or an arbitral institution or an institution/platform providing online dispute resolution ("ODR") facility. The arbitration proceedings shall be conducted under the fast-track procedure envisaged in Section 29B of the Act. The award given by the Sole Arbitrator/ Arbitral Tribunal shall be final and binding on the Cardholder(s).
2. Upon the occurrence of a dispute, the aggrieved party shall issue a notice to the other party invoking the arbitration clause and providing the name and details of the person proposed to act as the Arbitrator or suggesting that the dispute ~~to be~~ administered by an arbitral institution or an institution/platform providing ODR facilities, named in the notice. If the other party does not agree to the proposal, they shall convey the same in writing to the aggrieved party within 15 days of receiving the notice of invocation. Failing this, it shall be deemed that other party has agreed to the proposal of the aggrieved party, and the person proposed by the aggrieved party shall be appointed as the Arbitrator, or the dispute shall be referred to arbitration to be administered by the arbitral institution or an institution/platform providing ODR facility, named in the notice.
3. For the purpose of Arbitration, the term "dispute" includes any default committed by the Borrower(s) in the due repayment of the loan/ credit facility, as well as any breach of any terms of this agreement or the sanction letter. In such cases, the Bank shall be considered the aggrieved party.
4. In the event that the Arbitrator appointed by the parties expires or is otherwise unable to act for any reason whatsoever, the parties shall appoint another person as the Arbitrator in the same manner specified in this Clause. The newly appointed Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by their predecessor.
5. The venue of the arbitration proceedings shall be at the respective places provided in the clause below. The arbitration proceedings shall be carried out in English language. Any proceedings initiated in any court of law in pursuance of this arbitration shall be instituted and held in the courts of competent jurisdiction situated at the place specified in the Schedule only.

6. The Sole Arbitrator/ Arbitral Tribunal shall also be entitled to pass an Award on any securities furnished by or on behalf of the Borrower(s). The Sole Arbitrator/ Arbitral Tribunal is further entitled to grant any interim as may be appropriate to protect the interest of the Borrower(s) and the Bank, pending resolution of the dispute.
7. Notwithstanding anything contained herein, nothing in this arbitration clause shall apply to disputes or claims falling within the pecuniary jurisdiction of the Debts Recovery Tribunal established under the Recovery of Debts and Bankruptcy Act, 1993.

The Venue of Arbitration shall be as stated below:

No	State Wherein the Customer Resides / Communication Address	Place of Arbitration
1	Customer having an address in the state of Kerala	Ernakulam
2	Customer having an address in the state of Tamil Nadu	Chennai
3	Customer having an address in the states of Karnataka, Andhra Pradesh & Telangana.	Bangalore
5	Customer having an address in the states of Maharashtra, Goa, Gujarat, Daman & Diu, and Dadar & Nagar Haveli.	Mumbai
6	Customer having an address in the states of West Bengal, Odisha, Assam, Nagaland, Meghalaya, Jharkhand, Bihar, Chhattisgarh, Tripura & Mizoram.	Kolkata
7	Customer having an address in the states of Punjab, Uttar Pradesh, Rajasthan, Haryana, Delhi, Jammu & Kashmir, Chandigarh, Madhya Pradesh & Uttarakhand.	New Delhi

Jurisdiction and Governing Law

It is agreed by and between the parties that the Courts in Ernakulam will have the exclusive jurisdiction to try cases between the parties, after exhausting the Arbitration clause. However, prior to opting for arbitration, the parties herein are not precluded from exercising any other remedies available to them under the law. This Agreement shall be governed by the laws of India.

References

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

Acceptance

1. You have read and understood the entire Card member Agreement, including all clauses, and agree to be bound by all the conditions stated herein.
2. You accept that the terms and conditions and other documents related to the Credit Card have been explained in a language understood by you, and you have understood the entire meaning of the various clauses.
3. The usage of the card indicates acceptance of the terms & conditions laid out in the Card member Agreement.
4. You shall be responsible for regularly reviewing the General Card Terms, MITC and other documents related to the Credit Cards, including any amendments thereto, which will be posted on the Bank's website. You shall be deemed to have accepted such amended terms by continuing to use Federal Bank Credit Card.

Disclaimer:

*Federal Bank may, at its sole discretion, utilise the services of external service provider/s or agent/s on such terms as required or necessary in relation to its products.