

ATM cum Debit card Terms & Conditions

1. **Meaning of certain terms:** The term "Bank" refers to "Fingrowth Co-operative Bank Ltd. "ATM" refers to the Automated Teller Machines, "RuPay Card" refers to RuPay ATM Cum Debit Card issued by the Bank to its customers, and "Card holder" refers to an account holder who has been issued a RuPay ATM Cum Debit Card (RuPay Card).
2. **Bank RuPay ATM Cum Debit Card:** Bank shall issue a RuPay Card to an approved account holder in respect of his account to enable him to operate the ATM. Card holder can use the RuPay Card at Point of Sale (POS) and for E-Commerce transactions.
3. **ATM-Facilities:** The facilities offered under ATM facility will include withdrawal of cash by the Cardholder from his account up to a stipulated amount limit only during a cycle of 24 hours, enquiry about the balance in the account(s), request for changing PIN and such other facilities as the Bank may decide to provide, from time to time.
4. **Minimum Balance in Account :** The Cardholder shall maintain, at all times, such minimum balance in his account, as the Bank may decide from time to time and the Bank may at its discretion levy such penal or service charges as per the Bank's rules from time to time, or withdraw the ATM facility, if at any time the amount of deposit falls short of the required minimum as aforesaid, without giving any further notice to the Cardholder(s) and/or without incurring any liability or responsibility whatsoever by reason of such withdrawal.
5. **Fees:** The Cardholder shall pay RuPay Card issue charges and transaction charges as prescribed by the Bank from time to time.
6. **Bank's Lien:** the Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as on the future deposits held in the Cardholder's Account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the Bank ATM card services extended to and / or used by the Cardholder.

(i) The Bank shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as on the future deposits of any kind and nature (including fixed deposits) held/ balances lying in any accounts of the Cardholder/s, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of the Bank (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Cardholder/s in any capacity) to the extent of all outstanding dues, whatsoever, arising as a result of any of the Bank's services extended to and/or used by the Cardholder/s and/or as a result of any other facilities that may be granted by the Bank and/or its group companies to the Cardholder/s. The Bank is entitled without any notice to the Cardholder/s to settle any indebtedness whatsoever owed by the Cardholder/s to the Bank hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Cardholder/s with the Bank notwithstanding that the deposit(s)/ balances lying in such account(s) as such indebtedness. The Bank's rights hereunder shall not be affected by the Cardholder/s' bankruptcy, death or winding-up. It shall be the Cardholder/s' sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

(ii) In addition to the above mentioned right or any other right which the Bank may at any time be entitled whether by operation of law, contract or otherwise, the Cardholder authorises the Bank: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Cardholder with or to any branch of the Bank; (b) to sell any of the Cardholder/s' securities or properties held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to the Bank from the Cardholder/s, including costs and expenses in connection with such sale;

7. **Multiple Cards :** In case of joint account(s) Either or Survivor /anyone or Survivor where more than one person has been issued Bank ATM Cum Debit Card, all the Card-holders put together, shall withdraw only upto the permissible limit allowed to single card account(s), within the cycle time of 24 hours.
8. **Joint account:** In case of joint accounts where only one card is issued to a joint account holder, the other joint account holder(s) shall expressly agree with and give his/her consent on the application form for issue of the RuPay Card. In case any of the joint account holder(s) gives "stop payment stop transactions" instructions in respect of operations through the use of RuPay Card, on any of the accounts held jointly by them, no operations will be allowed on such account(s) through the use of RuPay Card. The "stop payment stop transactions" instruction can be given only in respect of such accounts in which he/she is a joint account holder.
9. **Non-Transferability:** The RuPay Card is not transferable under any circumstance and shall be used only by the Cardholder.
10. **Personal Identification Number (PIN):** Each Cardholder will be issued a sealed envelope containing a four digit number called Personal Identification number (PIN) to gain access to the ATM services. This number can be changed to any other convenient four digit number by the cardholder, at the ATM. The PIN shall under no circumstances be revealed to any third party. The Cardholder shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorised use of RuPay Card and shall be liable for any increased liability which he may incur on account of unauthorised use of the PIN and our RuPay Card. If the Cardholder forgets the PIN, he/she should make an application in writing for a fresh PIN or can regenerate the PIN on bank's ATM or through mobile banking. The selection of a new Personal Identification Number and/or the replacement of RuPay Card shall not be construed as the commencement of a new contract.
11. **Funds in the accounts:** The Cardholder should not use or attempt to use RuPay Card without sufficient funds in the linked account.
12. **Loss/ Theft of Cards:** The Cardholder shall be responsible for the safe custody of RuPay Card. In case of loss or theft of the RuPay Card, the Cardholder shall advise any of our branches, preferably the RuPay Card issuing branch as promptly as possible in writing, of the loss of RuPay Card. Cardholder shall, however, be responsible and liable for all transactions effected by the user of the Card until it is confiscated / cancelled. New replacement of RuPay Card will be issued to the Cardholder, in lieu of lost / stolen RuPay Card, upon request in writing and payment of prescribed issue fee of the Bank.
13. **Authority to debit the account:** The Cardholder along with the joint account holder(s), if any, shall authorise the Bank to debit the account(s) with the amount of withdrawals, or transfers affected by the use of RuPay Card, as per the Bank's records. The Bank's record for transactions processed by the ATM machine or on POS shall be binding on all the joint account holders, jointly and severally.
14. **Responsibility for all transactions processed through the ATMs:** Operations through the ATM facility on the Cardholders account(s) can only be through the use of RuPay Card on the machine. The Cardholder shall in all circumstances, accept full responsibility for all transactions processed by the use of his/ her RuPay Card, whether or not processed with the Cardholder's knowledge or authority, express or implied. The printed output that is produced at the time of operation of the ATMs are a record of the operation of the ATMs and shall not be construed as the Bank's records. The Bank's records of transactions shall be accepted as conclusive and binding for all purpose.
15. **Closure of account(s) :** If the Cardholder desires to close his account(s) or withdraw any RuPay Card linked deposit, or even otherwise decides to terminate the use of the Bank ATM Cum Debit Card facility, he shall give a written notice of at least two days and surrender RuPay Card to the Bank. The Cardholder shall also pay dues, if any, payable to the Bank in connection with the ATM facility.
16. **Change of terms and conditions:** The Bank has the absolute discretion to withdraw RuPay Card, the service thereby provided, or amend or supplement any of the above terms and conditions at any time without prior notice to the Cardholder.
17. **Honouring the Card:** The Bank shall in no circumstances be held liable to the Cardholder if RuPay Card is not honored in the desired manner for whatsoever reason, or if the ATM is destroyed or not functioning due to power failure, temporary insufficiency of cash in the ATM or any other reason. The Bank will not be liable for any consequential or indirect loss or damage arising there from.
18. **Ownership of RuPay Card:** RuPay Card shall be the property of the Bank and will be surrendered to the Bank on request or in the event of the Cardholder no longer requiring the service. The Bank reserves the right to disclose, in strict confidence, to other institutions, such information concerning the Cardholder's account as may be necessary or appropriate in connection with its participation in any ATM or Electronic Fund Transfer Network.

Disclaimer:

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