



CARDHOLDER AGREEMENT

UNITY BANK BHARATPE CREDIT CARD

CARDHOLDER AGREEMENT/ CARDHOLDER TERMS & CONDITIONS

This Cardholder Agreement (“**Cardholder Agreement**” or “**Agreement**” or “**Terms**”) herein applies to applicants of credit cards/members of the public evincing interest in Unity Small Finance Bank Limited (“**Unity Bank**” or “**Bank**”) issued Credit Cards and/or holders of cards including any Add-on Cardholders (“**Cardholder**”) by the Bank.

The Cardholder may apply for and/or manage their “Unity Small Finance Bank Credit Card” through the App (defined below). Creating an application, activation or managing the “**Unity Small Finance Bank Credit Card**” / “**Card**” through above mentioned mediums shall mean acceptance of this Cardholder Agreement. Subject to the Bank’s discretion, the Bank may allow the Cardholder to apply for an Add-on Card along with the primary “**Unity Small Finance Bank Credit Card**”. The Cardholder acknowledges that any reference to “**Unity Small Finance Bank Credit Card**” under the MITC (*as defined hereinafter*) and Cardholder Agreement shall include Add-on Card (wherever applicable).

The Cardholder agrees to comply with and be bound by this Cardholder Agreement (including any modifications made from time to time) and recognizes that this Cardholder Agreement is to be read in conjunction with MITC. Please refer to the Bank’s Website <https://theunitybank.com/> for the latest and updated version of the Cardholder Agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1 “**Add-on Card**” means an additional card issued to a person nominated by the Cardmember.
- 1.2 “**Add-on Cardholder**” means a person to whom the Add-on Card is issued and the liability for payment of dues thereunder is of the Cardmember.
- 1.3 “**Amount Due**” means the total amount due as reflected in the Card Statement.
- 1.4 “**App**” means either the Bank’s mobile app/ web applications, through which the Cardholder can control all aspects of the Card.
- 1.5 “**Applicant**” means person(s) who have applied for the Card.
- 1.6 “**App PIN**” means the Personal Identification Number created by the Cardholder from the App to password protect and secure the Card/ Card application.
- 1.7 “**Available Credit Limit**”: shall mean the total amount available for utilization by the Cardholder through “Unity Small Finance Bank Credit Card”. It is calculated after the deduction of any utilizations from the Total Credit Limit. In case the Cardholder has availed of any balance transfer, cash withdrawal etc., such amount will also be deducted from the Total Credit Limit to arrive at the Available Credit Limit.
- 1.8 “**Bank**” shall mean Unity Small Finance Bank Limited, the issuer of the Card.

- 1.9 **“Billing Period”** shall mean the period between generation of two successive Card Statements.
- 1.10 **“Bill Generation Date”** shall mean the 20th of every month, or such other date as may be opted by the Cardholder (such option will be made available by the Bank to the Cardholder, only if it follows multiple Billing Periods).
- 1.11 **“Card Account”** means eligible account(s) opened and maintained by the Bank for the operations using the Card, simultaneously with the issuance of the Card.
- 1.12 **“Card Network”** means the card network with whom the Bank has partnered.
- 1.13 **“Card Statement”** means the monthly billing statement generated on the Bill Generation Date, containing the detailed statement of transactions, previous unpaid amount, EMI payments and Charges etc., if any, for the relevant Billing Period to which such card statement pertains to.
- 1.14 **“Cardholder”/ “Cardmember”** means an individual who has been issued the Unity Small Finance Bank Credit Card.
- 1.15 **“Cash Withdrawal Limit”** shall mean the maximum amount that the Cardholder can withdraw as cash through online cash withdrawal / direct bank transfer channel (or) withdrawal of cash from Automated Teller Machine (“ATM”) machines using the “Unity Small Finance Bank Credit Card”. This is a sub limit within the Total Credit Limit.
- 1.16 **“Charges”** mean all amounts charged to the Card Account under this Agreement including but not limited to purchase of goods, services or cash advances (if available) by use of the Card or a Card number, balance transfers, joining fee, annual fees, interest charges, Finance Charges, over limit charges, late payment charges, collection charges, maintenance charges transaction charges and service charges in line with the MITC.
- 1.17 **“EMI” or “Equated Monthly Installment”** means conversion of the aggregate transaction during the Billing Period (or) as chosen by Cardholder basis eligibility into a regular installment amount including both the principal amount and the interest that the Cardholder needs to pay on a specific date for a pre-defined period. EMI conversion mechanism varies based on the product offerings.
- 1.18 **“EMV”** is a global standard for card payments based on chip card technology;
- 1.19 **“EMV Card”** is a Card with an embedded microchip and associated technology designed to enable secure transactions at compatible Point-Of-Sale (**POS**) terminals and ATM.
- 1.20 **“EMV PIN” or “PIN” or “Personal Identification Number”** means the number allocated to the Cardholder by the Bank or chosen by the Cardholder from time to time, in relation to the Card, to enable the Card to be used by the Cardholder for transaction instructions.

- 1.21 **“Finance Charges” / “Overdue Interest”** are charges payable at the monthly interest rate on all transactions including unpaid EMI installments from the date of transaction in the event of the Cardholder choosing not to pay his balance in full, and on all cash advances taken by the Cardholder, till they are paid back.
- 1.22 **“Loyalty Program”** means the program offered by the Bank under which its Cardholder shall be allowed to accumulate Reward Points for purchases (goods and services) made at Merchant Establishments by using the Card and/or any other Card usage deemed eligible by the Bank. The Cardholder may be allowed to redeem the Reward Points so accumulated against products and/or discounts and/or services offered by the Bank from time to time.
- 1.23 **“Merchant”** means any person who owns or manages or operates the Merchant Establishment, its successors, and permitted assigns.
- 1.24 **“Merchant Establishment”** means an establishment that honors the Unity Small Finance Bank Credit Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs (as applicable), and mail order advertisers (whether retailers, distributors, or manufacturers) and shall include establishments which honor the Unity Small Finance Bank Credit Card for online transactions.
- 1.25 **“Minimum Amount Due”** means the minimum amount which needs to be paid by the Payment Due Date as stated in the Card Statement.
- 1.26 **“MITC”** means the document containing the Most Important Terms and Conditions along with the schedule of charges including the charges for the services offered or other charges applicable on the Unity Small Finance Bank Credit Card (as available on the Unity Bank Website and as may be communicated from time to time. herein). However, such changes in charges may be made only with prospective effect giving prior notice of 30 days to the Cardholder.
- 1.27 **“Payment Due Date”** means the date every month, on or before which the payment card dues are to be paid by the Cardholder to the Bank.
- 1.28 **“Primary Cardholder”** is the person in whose name the Card Account has been opened and to whom the Unity Small Finance Bank Credit Card has been issued.
- 1.29 **“Reward Points”** means a count of points maintained by the Bank in relation to a Card Account for the purpose of tracking Cardholders spends on eligible categories as notified by the Bank from time to time.
- 1.30 **“RBI”** means the Reserve Bank of India.
- 1.31 **“Tax(es)” or “GST”** mean goods and service tax.

- 1.32 **“Total Credit Limit”** shall mean the limit assigned to the Cardholder by the Bank. This is the maximum amount the Cardholder can spend or utilize through the “Unity Small Finance Bank Credit Card”.
- 1.33 **“Virtual Credit Card”** shall mean a virtual rendition of the Unity Small Finance Bank Credit Card which can be used for online or app-based transactions.
- 1.34 **“Website”** shall mean <https://theunitybank.com/>.

2. CARD SERVICES

- 2.1 The Cardholder understands and agrees to comply with the Cardholder Agreement and conditions contained herein and as amended by the Bank under the RBI’s instructions or any statutory bodies’ or due to change in the Bank’s policy from time to time.
- 2.2 The Card is the property of the Bank therefore the Card must be returned/ surrendered to the Bank on request of the Bank.
- 2.3 Further the Cardholder agrees that the Bank (in accordance with applicable law) reserves the right to:
- i. Ascertain the credit worthiness of the Cardholder by obtaining a credit bureau report and any other reports as it may deem necessary.
 - ii. Decline to issue the Unity Small Finance Bank Credit Card to the Cardholder at their sole discretion.
 - iii. Change the Total Credit Limit from when the Card is reserved to when it is issued.
 - iv. Proceed with activation of the Card subject to completion of your Cardholder/customer KYC norms and other guidelines.

3. USAGE OF THE UNITY SMALL FINANCE BANK CREDIT CARD

- 3.1 The Card can be managed, used, and operated through App.
- 3.2 In the case of an internationally accepted Card, the Card is valid except for payment in foreign exchange at Merchant Establishments in Nepal & Bhutan. In the case of other Cards, the use is restricted to only the Merchant Establishments/ ATMs accepting Card Network in India. However, the Bank and the Merchant Establishment / concerned, reserve the right, at any time, to refuse the use of the Unity Small Finance Bank Credit Card at that Merchant Establishment/ ATM for any reason whatsoever. Please use the Unity Small Finance Bank Credit Card for bona fide personal or official purposes only. The Card must not be used to purchase anything to resell for commercial or business purpose, to derive any financial gains.
- 3.3 The Card is not transferable, and the Cardholder should safeguard the same from misuse by retaining it always under personal control.
- 3.4 The Card should not be used for the purchase of prohibited items such as lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call back

services, and/ or such items / activities for which no drawl of foreign exchange is permitted.

- 3.5 In the event of non-compliance by the Cardholder with the Foreign Exchange Management Act, 1999 ("FEMA") or any other directions/regulations issued by RBI or any regulatory authority/body, including but not limited to online foreign exchange trading or related speculative activity on the Card, the Cardholder may be liable for action under the FEMA and rules and regulations and/or the relevant applicable law.
- 3.6 The Cardholder may be debarred from holding the internationally valid Unity Small Finance Bank Credit Card, at the instance of the Bank/ RBI/ other regulatory authority.
- 3.7 The Primary Cardholder and/ or the Add-on Cardholder(s) shall be deemed to have accepted this Cardholder Agreement as modified from time to time at the sole discretion of the Bank.
- 3.8 The Unity Bank's App and customer care options are available to all Cardholders.
- 3.9 The Cardholders availing of any services/ facilities including but not limited to, enhancement of Total Credit Limit, inquiry on transactions, Amount Due, statement details, Payment Due Date, etc. through the App and/ or customer care shall always continue to be bound by this Cardholder Agreement and such other revised/amended Cardholder Agreement as maybe communicated from time to time.
- 3.10 A Merchant Establishment has the right, at any time, to refuse the use of the Unity Small Finance Bank Credit Card at that Merchant Establishment for any reason whatsoever.
- 3.11 For any Charges levied by the Merchant Establishment towards the services availed by the Cardholder, the same shall be settled with the Merchant Establishment directly and Bank shall, in no manner, be held liable for them or the quality of service received, or items purchased. On the use of the Unity Small Finance Bank Credit Card at the Merchant Establishment, it is recommended that the Cardholder collect a copy of the transaction/payment slip.
- 3.12 Any charge slip or other payment requisition received by the Bank for any transaction on the Card Account for the payment, shall be treated as conclusive proof that the amount recorded on such charge slip or other requisition, was incurred by the use of the Card by the Cardholder. In case of a dispute on a transaction where a charge slip or voucher is not available viz. mail order or telephone order or electronic commerce (e.g. Internet), the Cardholder will have to clear the outstanding on the Card first and will have to resolve the dispute directly with the concerned Merchant Establishment. The Bank shall not be liable, in any manner whatsoever, for the same.
- 3.13 All the contents of the Card Statement will be deemed to be correct and accepted if the Cardholder does not inform the Bank of any discrepancies within 30 days of the statement date. In the event of billing disputes/discrepancies, the Bank shall investigate and confirm the liability for such transactions. For certain disputes, the Bank may offer temporary credit during the period of investigation, which may be reversed along with

applicable charges subject to the outcome of the investigation. Taxes levied will not be reversed on any dispute on fees and charges or interest.

- 3.14 Any dispute or claim against a Merchant Establishment will not be a subject of a set off or counterclaim against the Bank.
- 3.15 The Cardholder shall use the Card (i) within the permissible Total Credit Limit notified to such Cardholder; (ii) not after the last date of the month of the expiry date displayed on the Card.
- 3.16 Use of the Card at Merchant Establishment will be limited by the Total Credit Limit assigned to each Card Account by the Bank. In case of Add-on Card issued by the Bank, the extent of use of these Cards so issued will be limited by the Card Account's Total Credit Limit. The outstanding on the Card Account must not exceed the Total Credit Limit at any time.
- 3.17 The Cardholder's right to use the Unity Small Finance Bank Credit Card shall be determined basis:
- (i) in the event of termination pursuant to Clause 12 below; or
 - (ii) in the event of loss / misuse or theft of the Card.

In case of renewal of the existing Card, the Cardholder shall be provided with an option to decline the same, before dispatching the renewed Card. If the Cardholder does not decline for issuance of the renewal Card within 60 days from being notified, the Bank shall renew the Card and dispatch it to the Cardholder. If the Cardholder intends to close the Card instead of renewing the Card, the Cardholder must notify the Bank at least 30 days in advance. Failure to do so will result in the applicable fees being charged, which will not be refunded. The Cardholder can request for closure of the Card via the App or by contacting customer care. The renewal of the Unity Small Finance Bank Credit Card will be at the sole discretion of the Bank.

- 3.18 In compliance with RBI's circular, the Card will be enabled for use at contact-based POS or ATMs within India. The facility to enable or disable online transactions (domestic and international), international transactions and contactless transactions will be provided to the Cardholder from the App. The Cardholder may use the contactless mode (i.e. without entering the PIN) for payments up to INR 5000/- (Indian Rupees Five Thousand Only) or such other limit as may be permitted by the Bank. Contactless transactions are as safe as any chip and PIN based transactions. To avail of this facility, the Cardholder must enable contactless mode using the Bank provided channels.
- 3.19 The Cardholder agrees that he/she will not use the Unity Small Finance Bank Credit Card as payment for any illegal / unlawful purchase/purposes. The Unity Small Finance Bank Credit Card should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (e.g. for working capital purposes).
- 3.20 If the Unity Small Finance Bank Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above in Clause 3.4, the

Bank may, exercise its right to close the concerned Unity Small Finance Bank Credit Card and Add-on Cards without any notice to the Cardholder.

- 3.21 The Cardholder shall accept full responsibility for use of the Card in contravention of laws, rules, regulations and terms and conditions of this 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 his account and your acts, omission/ commission and negligence.
- 3.22 The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardholder should notify the Bank of such refusal to accept the Card or levy of surcharge by the Merchant Establishment, at the address notified by the Bank from time to time or at the designated customer service center.
- 3.23 The Bank shall not be in any way responsible and/or liable for merchandise, price, rate, quality, quantity, warranty, privileges, benefits and facilities, including but not limited to deficiency/delay in services, delivery or non-delivery, purchased or availed of by the Cardholder from Merchant Establishment and/or third-party suppliers including any mail order placed by the Cardholder. Any dispute arising thereto should be settled directly by the Cardholder with the Merchant Establishment/third party suppliers and failure to do so will not relieve the Cardholder of any obligations to the Bank.
- 3.24 The Cardholder agree that goods purchased through the use of the Card or Add-on Card shall remain the property of the Bank till such time that the Charges pertaining thereto are fully paid by Cardholder to the Bank.
- 3.25 If the Cardmember is emigrating and/or proceeding abroad on permanent employment or intending to become a Non-Resident Indian (“NRI”) i.e., likely to reside abroad for more than 183 days in a calendar year, the Cardmember must settle all billed and unbilled Card dues after checking the same with the Bank, before emigrating/proceeding abroad for permanent employment or becoming an NRI. The Cardmember must invalidate the Card by destroying it and inform the Bank of the same in writing. In such cases, the Cardmember will not under any circumstances use the Card for drawing foreign exchange.
- 3.26 The Bank shall have the right to transfer, assign and sell in any manner, in whole or in part, the Card outstandings and dues to any third-party of its choice without reference or intimation to the Cardholder. Notwithstanding any such sale, assignment or transfer, the Bank shall be fully empowered to proceed against the Cardholder. The Cardholder shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstanding and dues.

4. VIRTUAL CREDIT CARD

- 4.1 In addition to the physical Unity Small Finance Bank Credit Card, the Cardholder will also receive a virtual rendition of the same Unity Small Finance Bank Credit Card which will be available on the App.

- 4.2 The Cardholder can use this virtual card for any online or mobile application-based transactions or purchases. The security parameters are set as per industry standards.

5. DRAWAL LIMITS

- 5.1 The Bank at its sole discretion will determine the Cardholder's Total Credit Limit and Cash Withdrawal Limit (collectively referred to as "Limits") for the "Unity Small Finance Bank Credit Card" (Add-on Cardholders share the same limit). The Limits are dynamic and are communicated to the Cardholder at the time of "Unity Small Finance Bank Credit Card" physical or virtual delivery and in the monthly statements.
- 5.2 The Bank shall at its sole discretion entitled to review (including any increase or reduction) the Limits of any "Unity Small Finance Bank Credit Card" issued to the Cardholder periodically. Based on the review, the Bank may in its sole discretion reserve the right to decrease the Cardholder's Limit. Any decrease in Limit shall be communicated to the Cardholder through email or SMS or any other mode determined by the Bank. In case of enhancement or increase of the Limits, such enhancements or increase shall be with the explicit consent of the Cardholder and updated Cardholder Agreement and conditions (if any) shall be communicated to the Cardholder.
- 5.3 The Bank at its sole discretion may allow/disallow a Cardholder to use Cash Withdrawal Limit through physical ATM or digital (bank account transfer) cash withdrawal channels. Online cash withdrawal (bank account transfer) channel, if a Cardholder wishes to withdraw cash through digital channel, then the Cardholder must register their bank account number on the respective banking channels. Upon successful verification of the bank account number by the Bank, the Cardholder will be allowed to transfer the defined amount to the registered bank account.
- 5.4 The Available Credit Limit is communicated in the monthly statement and is also displayed in the App.

6. ADDITIONAL/ ADD ON CARDS

- 6.1 A Card Account may have multiple Add-on Card, the number to be determined at the sole discretion of the Bank.
- 6.2 The Add-on Cardholder must be an Indian resident above the age of 18 years and must be related to the Primary Cardholder by virtue of being a parent, spouse, child, or siblings (brothers & sisters).
- 6.3 Upon receipt of the Cardholder's request/ authorization, the Bank at its sole discretion may issue an Add-on Card to the Add-on Cardholder.
- 6.4 The Primary Cardholder and the supplementary/Add-on Cardholder(s) are bound by the Cardholder Agreement and MITC. The Primary Cardholder assumes responsibility for all Charges incurred by the supplementary/Add-on Cardholder on the Add-on Card. It is the responsibility of the Primary Cardholder to ensure that all information and/ or documents required as per the relevant regulations and policies and as may be

prescribed by the Bank pertaining to the Add-on Cardholder(s) are furnished to the Bank in a timely manner.

- 6.5 Without prejudice to the joint & several repayment obligations of the Outstanding Dues on the Card and Add-on Card by the Primary Cardholder and/ or Add-on Cardholder, it is acknowledged and accepted that there shall be no commingling in the usage of the Card facility
- i. Primary Cardholder shall not assign/ transfer or permit usage of the Card standing in his/her name to the Add-on Cardholder or to any other person/ third-party.
 - ii. The Add-on Cardholder shall not assign/ transfer or permit usage of the Card standing in his/her name to the Primary Cardholder or to any other person/ third-party. In the event of any breach committed by the primary/Add-on Cardholder, such contrary actions would constitute the same to be misuse of the Card at the sole/ joint risk & peril of the primary/ Add-on Cardholder and the Bank shall not be liable for the same.
- 6.6 The Cardholder may withdraw the facility of an Add-on Card by informing the Bank.
- 6.7 The facility of an Add-on Card will stand terminated in case of termination of the Primary Cardholder. Primary Cardholder is solely responsible for paying the Add-on Card's balance.
- 6.8 All communications sent or given to the Cardmember or the Add-on Cardholder shall be deemed to have been sent or given to both.

7. PERSONAL IDENTIFICATION NUMBER (PIN)

- 7.1 The Bank has ensured that the Cardholder can carry out transactions only in a secure environment after the Cardholder authenticates himself/herself with the Cardholder's preferred authentication mechanism (App PIN) on the App. As the Cardholder, the Cardholder should be aware of the features and impact of these transactions as the Cardholder would be responsible for their respective actions within the App.
- 7.2 Further, to enable the Cardholder to use the Unity Small Finance Bank Credit Card in a secure manner, a PIN for the Unity Small Finance Bank Credit Card will be issued. The Unity Small Finance Bank Credit Card PIN can be generated by the Cardholder from the App and may subsequently be changed by the Cardholder from the App at any time.
- 7.3 The App PIN provides access to the Card Account and the Cardholder accepts the sole responsibility for use, confidentiality and protection of the App PIN, as well as for all orders and information changes entered into the Card Account using this App PIN.
- 7.4 Please do not share either App PIN with anyone or store it in a way that a third party can access it.

- 7.5 For online purchases, the Bank has ensured that the verification/authentication is not only secure but convenient. As a Cardholder, the Cardholder can authenticate their online purchases by way of
- i. One-Time Password (**OTP**): In case the Cardholder wishes to authenticate himself/herself using an OTP, the Cardholder can always request an OTP during the purchase, based on which the transaction will be approved using the OTP sent on the Cardholder registered mobile number.
 - ii. The Cardholder shall always take all appropriate steps to maintain the security of the Unity Small Finance Bank Credit Card and not record the PIN or Code, in any form that would be intelligible or otherwise accessible to any third party if access is gained to such a record, either honestly or dishonestly. If the Cardholder fails to maintain the security of the PIN, the Bank at its sole discretion may issue a new PIN or ask the Cardholder to create a new PIN from the App as the negligence may create a liability for the Bank.
 - iii. In case the Cardholder has added Unity Small Finance Bank Credit Card for any subscriptions or recurring payments, then the registration for these services and/or first transaction will be authenticated using any of the above methods provided in Clause 7.5 and shall be in accordance with the underlying regulations.
- 7.6 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. The Bank 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 Cardholder will be responsible and shall indemnify the Bank 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.

8. FEES AND CHARGES

- 8.1 The Bank reserves the right to charge the Card with the fees and charges, in accordance with fees and charges section of the MITC.
- 8.2 The Bank is also irrevocably authorized to debit the Card with a joining fee (as applicable) in the first year and with an annual membership fee (as applicable) each year until the Card is closed.
- 8.3 All such fees and charges applicable to the Card shall be detailed in the MITC and shall be displayed in the Card Statement. The Cardholder acknowledges that the fees and charges are subject to change at the sole discretion of the Bank. Any revision or change in the fees and charges shall be prospective. In the event of any such changes or revisions to the fees and charges, the Cardholder shall be given prior notice of at least one month before such revised charges become effective. If the Cardholder desires to surrender his/her Unity Small Finance Bank Credit Card due to revision or changes in the fees and charges above, he/she shall be permitted to do so without levying any extra charge for such closure subject to payment of all dues by the Cardholder.

- 8.4 Interest Free Credit Period: The interest free credit period would be as specified by the Bank and communicated to the Cardholder and also depending on the date of transaction and Bill Generation Date for the Card Statement. If the Cardholder has not paid the Amount Due or made partial payment of the Amount Due on or before the Payment Due Date for a particular month, the interest free credit will be suspended and Late Payment Charges (“LPC”), Overdue Interest and/or any other charges (if applicable) shall be applicable on the entire outstanding amount and any new transactions undertaken by the Cardholder.
- 8.5 EMI Conversion:
- i. Either a single transaction or multiple transactions can be converted to an EMI plan as per applicable Bank policy.
 - ii. The interest rate applicable on the EMI tenure is as per the MITC.
 - iii. The initial interest amount, EMI(s) and transaction fees for loan on phone/ EMI facilities shall be included as part of the Minimum Amount Due appearing in the Card Statement. The EMI facility will block the Available Credit Limit on the Card up to the amount of the facility availed including applicable charges and GST.
 - iv. Upon a conversion of EMI as per the process mentioned above, if the Cardholder wishes to pre-pay or foreclose the EMI, the Cardholder will have to bear the foreclosure /pre-payment charges as stated in the MITC.
 - v. As per extant RBI guidelines, no advances should be granted by Banks for purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold exchange traded funds and units of gold mutual funds. Accordingly, conversion of such transaction into an EMI scheme is prohibited.
- 8.6 LPC will be applicable if the Cardholder makes a payment of less than the Minimum Amount Due or fails to make payment of the Minimum Amount Due on or before the Payment Due Date. LPC is levied as per the MITC on the Amount Due minus any payment received before the Payment Due Date.
- 8.7 Overdue Interest (Finance Charges):
- i. Overdue Interest is levied at the rate of interest specified in the MITC, if the Cardholder has previous outstanding dues and/or the Amount Due (as applicable) (“Outstanding Dues”), is not paid in full on or before the Payment Due Date till the date of actual realization of such payments.
 - ii. Overdue Interest (if applicable) is debited to Cardholder’s account till Outstanding Dues are paid in full and till actual realization by the Bank.
 - iii. Overdue Interest will be charged to the Cardholder on a daily accrual basis till the date of actual receipt of the payment of the total Amount Due from the Cardholder.
 - iv. If the Cardholder carries forward any Outstanding Dues, the Overdue Interest shall be calculated by the average daily balance method will apply to balances carried forward till such Outstanding Dues are paid in full and realized by the Bank.
 - v. If the Cardholder chooses to pay an amount less than the Amount Due as reflected in the Card Statement, the entire Outstanding Dues will attract Overdue Interest.
 - vi. The fees and charges specified in the MITC are exclusive of Taxes.

8.8 The abridged version of the schedule of charges/key facts statement shall be available on the Website of the Bank and/or as maybe communicated to the Cardholder from time to time.

8.9 The Cardholder shall agree to pay GST at rates as per the applicable law and guidelines, that may be levied on the prescribed fees, charges on revolving credit, other fees/charges etc., as may be applicable from time to time and as per the MITC.

9. BILLING AND PAYMENTS

9.1 Billing statements (periodicity & mode of sending)

- i. The Cardholder will be billed monthly, and the billing Card Statement will be generated on the 15th and 20th of every month, or such other dates as may be opted by the Cardholder during onboarding journey (such option will be made available by the Bank to the Cardholder, only if it follows multiple billing cycles. The Card Statement shall contain a detailed statement of the transactions, previous unpaid amount, EMI payments and charges, if any, for the relevant Billing Period to which the Card Statement pertains to.
- ii. The Card Statement shall be sent to the Cardholder on their registered email id and/or SMS on their registered mobile numbers. The Cardholder can also view their Card Statement on the App. The Bank, at its discretion, may also make the Card Statement available through Net Banking and/or on its mobile banking application.
- iii. The Bank will provide a facility for issuing duplicate Card Statements only up to a period of twelve months preceding to the request of the Cardholder, subject to payment of service charge specified in the schedule of charges, and which can be changed at the discretion of the Bank.
- iv. The Cardholder must pay the Amount Due as reflected in the Card Statement on or before the Payment Due Date mentioned in the Card Statement to avoid levy of any late payment/default/penal charges. The Amount Due & Payment Due Date can also be viewed through the App.
- v. Minimum Amount Due - "Minimum Amount Due" shall mean such percentage of the Amount Due in the Card Account, as may be determined by the Bank from time to time, that a Cardholder is required to pay at each instance of the Billing Period and carry forward the balance amount for payment in the next Billing Period. For the purpose herein, it is clarified that the Cardmember must pay at least the amount indicated as Minimum Amount Due for each Billing Period and the balance amount carried forward will attract Finance Charges and the same will have to be paid by the Cardmember. LPC is applicable if no payment or a payment less than the Minimum Amount Due is paid by the Cardmember on the due date.
- vi. Failure to make payment of the Minimum Amount Due by the Payment Due Date as mentioned in the Card Statement shall render the Cardholder liable to risk of withdrawal or suspension (whether temporary or permanent) of the facility on the Credit Card.
- vii. The Cardholder is required to pay the Amount Due as per the Card Statement in full without any deductions. Any refunds, chargebacks, or reversals (if any) that are not shown in the Card Statement must not be adjusted or reduced by

the Cardholder from the Amount Due. Any refunds, chargeback and/or reversals (if any) received during the Billing Period shall be shown separately under the “surplus” section on the App and the Cardholder can withdraw the same to his/her bank account at its discretion.

- viii. Non-receipt of the Card Statement would not affect the Cardholders’ obligations and liabilities under the Cardholder Agreement and the Cardholder shall be liable to settle the outstanding balance on the Card within the Payment Due Date. The Bank will debit the Card Account for all debits received from the Merchant Establishments and Charges incurred, and credit the Card Account for all payments made by the Cardholder to the Bank and for any payment in favor of the Cardholder.
- ix. In case of any default whatsoever, the Bank may apply or appropriate any and all payments received towards the Card Account as per the Bank’s internal accounting and credit guidelines, notwithstanding any instructions or specific appropriation by the Cardholder or other person making the payments.
- 9.2 **Method of payment:** The Cardholder may make payment for their Outstanding Dues of their “Unity Small Finance Bank Credit Card” through the App or through such other means as may be permitted by the Bank. Modes of payment is currently available through the App or other modes for making payment of “Unity Small Finance Bank Credit Card” Outstanding Dues - (i) debit card; (ii) net banking; (iii) IMPS/NEFT through their bank accounts; (iv) UPI payment. Kindly note that the Bank reserves the right to withdraw or introduce new payment methods at its sole discretion.
- 9.3 **Billing dispute resolution:** All the contents of the Card Statement will be deemed to be correct and accepted if the Cardholder does not inform the Bank of any discrepancies within 30 working days of the Bill Generation Date. In the event of billing disputes/discrepancies, the Bank shall investigate and confirm the liability for such transactions. For certain disputes, the Bank may at its sole discretion offer temporary credit during the period of investigation, which may be reversed along with applicable charges subject to the outcome of the investigation. Taxes levied will not be reversed in any dispute on fees and charges as per MITC or interest.
- 9.4 The Cardholder can register any dispute/unauthorized transaction through the App. Alternatively, the Cardholder can write to us at “care@unitybank.co.in” for dispute / unauthorized transaction. The Cardholder can call us on a dedicated helpline for co-brand cards related complaints: “1800-209-1122”.
- 9.5 **Complete Postal Address of Unity Bank:** Unity Small Finance Bank Limited, Unit No. 2, First Floor, Central Plaza, 166, CST Road, Kalina, Mumbai- 400098.
- 9.6 **Customer Care Details:** The Cardholder may contact the Bank for any concerns with respect to their “Unity Small Finance Bank Credit Card” through any of the means:
- Email query at <care@unitybank.co.in>
 - Call the helpline number at 02268707700 (international) / 18002091122 (domestic)
 - Write to the Bank at address Unity Small Finance Bank Limited, Unit No. 2, First Floor, Central Plaza, 166, CST Road, Kalina, Mumbai- 400098

9.7 Charges On Revolving Credit

- i. Charges on revolving of credit are payable at the monthly percentage rate on all charges, including cash advances, from the date you make the transactions until they are fully paid.
- ii. Charges on revolving of credit are levied on the cash advances and balance transfer from other Card Account. Such charges are levied immediately from the date of withdrawal of cash or cash equivalent, and from the date of issue of the banker's cheque for such balance transfer. For purchases, the charges on revolving of credit accrue only if in cases where the Amount Due or any part thereof payable by the Payment Due Date is not paid in full, and the same is carried forward from the previous Billing Period to next Billing Period.
- iii. Charges on revolving credit, if payable is debited to the Cardholder's Card Account on the last date of each statement period and is shown on the Card Statement.
- iv. Charges on revolving of credit are payable on the Cardholder's Amount Due carried forward at the rate defined by the Bank, and as amended by the Bank from time to time.
- v. The rate of charges on revolving of credit may differ for certain facilities such as balance transfer facility etc., and the Bank shall specify the same from time to time.
- vi. The charges on revolving of credit described above, will continue to be payable after termination of this Agreement or closure of the Card Account till outstanding on the Card Account is cleared in full. The Bank may at its sole discretion and at any time, under intimation to the Cardholder, vary the charges on revolving of credit for all or some of its facilities.

10. RIGHT OF LIEN

- 10.1 The Bank, at any time and without notice, will have lien and right to set off on all monies belonging to the Cardholder and/or Add-on Cardholder/customer of Unity Bank standing to their credit in any account/facility/custody of the Bank, if upon demand by the Bank or otherwise outstanding against any account/facility/custody of the Bank, the balance amount on the Card Account or any credit facility is not repaid within the prescribed time.
- 10.2 In the event that the Cardholder delays or is unable to settle the 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 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 fixed deposits, and/or in other accounts with the Bank, property, assets (both moveable and immovable), securities, stocks, shares, monies, and the like of the Cardmember and the Add-on Cardmember (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.

- 10.3 During settlement of redemption in case the available reward points balance is lesser than the Points required for the transaction, the Bank reserves the rights to debit the differential amount on the customers Card Account.

11. DEFAULT & CIRCUMSTANCES

11.1 Procedure including notice period for reporting a Cardholder as defaulter

- i. In the event the Cardholder does not make the payment of the Amount Due by the Payment Due Date, the Bank shall give intimation of at least 7 days to the Cardholder of its intention to report the Cardholder as defaulter to the Credit Information Companies (“CIC”) authorized by the Reserve Bank of India, in accordance with CIC (Regulation) Act, 2005.
- ii. The Bank reserves its right to report a Cardholder as delinquent to CIC even in an instance of the Cardholder raising a billing dispute which the Bank had clarified as an invalid dispute earlier.
- iii. Non-payment of the Outstanding Dues of “Unity Small Finance Bank Credit Card” by the Payment Due Date will have the following consequences:
 - The Bank shall report on the Cardholder as delinquent to CIC.
 - The Bank shall levy LPC/, Overdue Interest and/or other charges on the Outstanding Dues as per the MITC.
 - It may lead to temporary or permanent blockage or suspension of functionalities and features/services available on the Unity Small Finance Bank Credit Card as per the Bank’s sole discretion.

- 11.2 Classification as Special Mention Account (“SMA”) or Non-Performing Assets (“NPA”)- In accordance with the regulatory provisions of the RBI, the lenders are required to recognize incipient stress in borrower/Cardholder. The borrower/Cardholder are required to be classified as SMA or NPA basis their repayment behaviors. An illustration of such classification is as below:

If the Minimum Amount Due is not paid by the Cardholder by the Payment Due Date, it may be treated as SMA or NPA as below:

- **SMA 0** - If the due date of a loan account is March 31, 2024, and full dues are not received on this date, the account shall be SMA 0 on the day end of March 31, 2024.
- **SMA 1** - If it continues to remain overdue, then this account shall get tagged as SMA-1 upon completion of 30 days of being continuously overdue i.e. April 30, 2024.

- **SMA 2** - If the account continues to remain, it shall get tagged as SMA-2 upon completion of 60 days of being continuously overdue i.e. May 30, 2024.
- **NPA** - If the account continues to remain, it shall get classified as NPA upon completion of 90 days of being continuously overdue i.e. June 29, 2024.

As per RBI guidelines, the classification of accounts as NPA is done upon the borrower/Cardholder and not facility/loan account, and hence, it may be noted that in case of non-payment of dues by the Cardholder in case of any facility availed from the Bank and consequently the account is to be classified as NPA, all other loan/credit card and accounts of the borrower/Cardholder, with the Bank, also shall be classified as NPA and it shall entitle the Bank to recall all such loans/credit cards/facilities availed from the Bank, irrespective of regular payment in such accounts.

- 11.3 Procedure for withdrawal of default report and the period within which the default report would be withdrawn after settlement of dues- If a “Unity Small Finance Bank Credit Card” has been reported as delinquent to the CIC and the Cardholder clears his/her dues, the Bank shall update the same to the CIC within 30 days from the receipts of dues from the Cardholder. Such changes may take 45-60 days to reflect on Cardholder’s credit report.

11.4 Recovery procedure in case of default

In the event of default in making payments as per the Card Statement on or before the Payment Due Date, the Cardholder will be sent payment reminders, SMS, emails, tele-calling, App notifications, and/or a engage third party to remind, follow up and collect dues. Any third party appointed shall adhere to the ‘fair practice code and code of conduct of the Bank’.

- 11.5 The Bank, however, will not bear any responsibility for any consequences arising out of the third party’s acts or omissions. All payments made to such third parties/service provider for collection will be at the cost of the Cardholder and risk in addition to all costs, charges and expenses incurred by the Bank to recover the Outstanding Dues/amounts.

- 11.6 The Cardholder shall be liable for all costs associated with the collection of dues and legal expenses with interest, should the Bank deem it necessary to refer the matter to any agent, or where legal resource for enforcement of payment has to be under-taken.

11.7 Recovery of dues in case of death/permanent in capacitance of the Cardholder-

In the event of death or permanent disability of a Primary Cardholder, the Bank reserves the right to pursue all courses available to it under law and equity at its discretion, to recover any outstanding, including recovery of the Card outstanding from any applicable insurance cover (if available) or from the heirs / executors / administrators of the Cardholders. Pending such repayments, the Bank shall be entitled to levy charges as per the prevailing rates.

12. TERMINATION/REVOCATION OF CARD MEMBERSHIP

12.1 Procedure for surrender/closure initiated by Cardholder

- i. The Cardholder may terminate the Card membership with the Bank at any time by contacting the Bank through any of the means or modes made available in Clause 14 below. Upon the receipt of the closure request from the Cardholder, the entire “Unity Small Finance Bank Credit Card” Outstanding Dues linked to the Card will immediately become due. The “Unity Small Finance Bank Credit Card” termination shall only be effective once the Bank receives the payment of all amounts due and outstanding in respect of the said Card Account. No annual, joining, renewal fees or any other charges billed to the Cardholder shall be refunded.
- ii. Upon the receipt of the entire Outstanding Dues for the Unity Small Finance Bank Credit Card from the Cardholder, the Bank shall process the closure request and close the Unity Small Finance Bank Credit Card not later than 7 working days. The Cardholder shall be intimated about closure of the Card through SMS or email, or any other modes as may be determined by the Bank. All linked/Add-on Card and associated with the primary Card Account shall be de-activated and available reward points shall also expire upon Card closure.
- iii. To avoid misuse of the “Unity Small Finance Bank Credit Card”, it is advised to the Cardholder to destroy the Card by cutting it into several pieces ensuring that the hologram, EMV chip and magnetic strip are destroyed permanently.
- iv. In the event “Unity Small Finance Bank Credit Card” is not activated within 30 days from its issuance, the Bank shall intimate the Cardholder about the non-activation and request the Cardholder to activate the “Unity Small Finance Bank Credit Card”. In the event, that the customer does not activate the Card within 7 working days from the date of such intimation, the “Unity Small Finance Bank Credit Card” shall be closed by the Bank.
- v. In the event “Unity Small Finance Bank Credit Card” is not used for a period of more than one year, the Bank shall intimate the Cardholder about the non-activation of the Card and request the Cardholder to activate the “Unity Small Finance Bank Credit Card”. In the event, that the customer does not activate the “Unity Small Finance Bank Credit Card” within 30 working days from the date of such intimation, the Card shall be closed by the Bank.
- vi. In the event of the death or in capacitance of a Cardholder, the Bank shall automatically cancel the “Unity Small Finance Bank Credit Card” issued to the Primary Cardholder as well as to any Add-on Cardholders.
- vii. All amounts outstanding on the “Unity Small Finance Bank Credit Card” shall be deemed to have immediately become due on death or in capacitance as the case may be, the Bank reserves the right to pursue all courses available to it under law and equity at its discretion, to recover any Outstanding Dues, including recovery of the “Unity Small Finance Bank Credit Card” outstanding

from any applicable insurance cover (if available) or from the heirs/ executors/ administrators of the Cardholder.

- viii. If any Charges are levied on the “Unity Small Finance Bank Credit Card” after Card closure or any disputed transaction is determined against the Cardholder, the Bank reserves the right to bill the same to the Cardholders and the same will be reported to CIC (If not paid by the Cardholder).
- ix. To avoid misuse of the Card, it is advised to the Cardholder to destroy the “Unity Small Finance Bank Credit Card” by cutting it into several pieces ensuring that the hologram, EMV chip and magnetic strip are destroyed permanently.

12.2 Link provided exclusively for the above on the Website

- i. The Cardholder may place a request for closure of the “Unity Small Finance Bank Credit Card” through any of the modes specified in Clause 14 below.
- ii. Contact details for the Cardholder to initiate closure – Email ID, dedicated telephone number for SMS, Interactive Voice Response System (“IVRS”)- The Cardholder may contact the Bank for closure of their “Unity Small Finance Bank Credit Card” through any of the means:
 - Email query at care@unitybank.co.in
 - Call the helpline number at 18002091122.
 - Write to the Bank at address Unity Small Finance Bank Limited, Unit no. 2, First floor, Central Plaza, 166, CST road, Kalina, Mumbai 400098.

12.3 Breach Of Conditions: In the event of breach of any of these terms and conditions by any Cardholder:

- 12.3.1. Notwithstanding any other provision of this Agreement, (i) the Cardholder will remain liable for any loss directly or indirectly resulting from such a breach; and (ii) The Cardholder will be liable to pay Unity Small Finance Bank Limited, upon demand, all amounts outstanding from the Cardholder to Unity Small Finance Bank Limited, whether due and payable to Unity Small Finance Bank Limited at the date of such demand or not.
- 12.3.2. In the event the Charges are incurred on the Card after the Cardholder claims to have destroyed the Card, the Cardholder 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. The Card termination shall only be effective once the Bank receives the payment of all amounts due and outstanding in respect of the said Card Account. No annual, joining, renewal fees or any other charges billed to the Cardmember shall be refunded. The facility of an Add-on Card will stand terminated in case of termination of the Card membership of the Cardmember.

13. LOSS/THEFT/MISUSE OF CARD

13.1 Procedure to be followed in case of loss/theft/ misuse of Unity Small Finance Bank Credit Card: The Cardholder should immediately block the Card instantly through the App or contact the customer care number **18002091122** for immediate action. If the “Unity Small Finance Bank Credit Card” (either primary card or add on card) is misplaced, lost, stolen, or if the Cardholder suspects that the “Unity Small Finance Bank Credit Card” is being used without the Cardholder’s permission. Once a “Unity Small Finance Bank Credit Card” is reported lost, it should not, under any circumstance be used if found by the Cardholder subsequently, and the Cardholder should cut the Card diagonally in half.

13.2 Liability of the Cardholder in case of point 13.1 above

- i. Cardholder is wholly liable for all transactions prior to reporting of the “Unity Small Finance Bank Credit Card” as lost or stolen to the Bank. After the receipt of proper notification of the loss or theft by the Cardholder to the Bank, the Cardholder’s subsequent liability is zero. However, the Cardholder shall exercise caution to keep the Card safe and not to share/record the PIN, in any form that would be retrievable or accessible to any third party. In addition to notifying the Bank about the loss or theft of the Card, the Cardholder must report any theft of “Unity Small Finance Bank Credit Card” to the police and lodge a police complaint and provide a copy of the police complaint to the Bank (if requested by the Bank).
- ii. The Cardholder will be liable for all losses in case of misuse of the “Unity Small Finance Bank Credit Card” due to the Cardholder’s negligence or acts without reasonable care such as sharing of Card details or OTP etc. or failure to follow the safeguards specified by the Bank. In case, the Cardholder has acted fraudulently, all losses due to misuse of the Card shall be borne by the Cardholder.
- iii. As per the RBI circular dated 06th July 2017 on Customer Protection - Limiting Liability of Customers in Unauthorized Electronic Banking Transactions, a policy is designed to ensure customer protection relating to unauthorized Card transactions. The same is updated on the Bank’s Website.
- iv. Details for reporting unauthorized transactions and initiating blocking of the Card- The Cardholder may report a lost/stolen or initiate a request for blocking the “Unity Small Finance Bank Credit Card” via the authorized communication channels in Clause 14.

14. GRIEVANCE REDRESSAL AND COMPENSATION FRAMEWORK

14.1 Grievance redressal & escalation matrix & timelines for redressal of grievances

Cardholder may contact the Bank for closure of their “Unity Small Finance Bank Credit Card” through any of the means:

Level 1:

Email ID: care@unitybank.co.in

Contact numbers: 24*7 including public holidays

Customer care number (24/7): 1800-209-1122

Calling from outside India: 91-22-68707700

Name of Principal Nodal officer for handling queries (Optional): Mr. Mahendra Bindra

Email of Principal Nodal officer on which customer can reach out (Optional): level3escalation@unitybank.co.in

Phone Number of Nodal officer on which customer can reach out (Optional): +91 9152366104

Timing for contacting Nodal Officer: Date and Time (Optional) - 9:30 AM to 6:00 PM, Monday to Friday (except public holidays)

Link of Unity Bank's Grievance Redressal Mechanism: <https://theunitybank.com/contact-us>

Complete postal address of Unity Bank: Unity Small Finance Bank Limited, Unit No. 2, First Floor, Central Plaza, 166, CST Road, Kalina, Mumbai- 400098

A reply to the complaint will be given within 7 working days.

14.2 If the issue remains unresolved beyond 30 days even after reaching out to the above channels, or if the response is unsatisfactory, the Cardholder may write to the banking ombudsman for an independent review. Details of the banking ombudsman scheme are available on the Reserve Bank of India (RBI) website at <https://www.rbi.org.in/> as well as on the Website.

14.3 **Compensation Framework:** For unsuccessful / failed transactions, delay in redressal of grievance and delay in closing of account / blocking of lost or stolen or misplaced Cards, and the compensation framework as defined in the customer compensation policy and grievance redressal policy hosted on the Bank's Website will be applicable.

14.4 Details of the Bank

- Unity Small Finance Bank has its registered office at: Unity Small Finance Bank Limited, Unit no. 2, First floor, Central Plaza, 166, CST road, Kalina, Mumbai - 400098.
- E-mail – care@unitybank.co.in
- Call on the helpline no- 18002091122

15. EXCLUSION OF LIABILITY

- 15.1. Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of (a) any defect in any goods or services supplied, (b) the refusal of any person to honour or accept a Card, (c) the malfunction of any electric terminal, (d) the giving of transaction instruction by any person other than the Cardholder, (e) any statement made by any person requesting the return of the Card or any act performed by any person in conjunction, (f) handing over of the Card by the Cardholder to anybody other than designated employees of the Bank at the Bank's premises, (g) the exercise by the Bank of its right to demand and procure the surrender made and/or procured by the Bank or by any person, or computer terminal, (h) the exercise by the Bank of its right to terminate any Card or the Card Account, or (i) any injury to the Cardholder's 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 honor or accept the Card.
- 15.2. In the event a demand or a claim for settlement of Outstanding Dues from the Cardholder is made either by the Bank or any person acting on behalf of the Bank, it is agreed and acknowledged that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner.

16. DISCLOSURES

- 16.1 The Cardholder acknowledges that the Bank is authorized to share Cardholder/Add-on Cardholder information such as repayment behavior, defaults etc. With a CIC (that has obtained a certificate of registration from RBI) from time to time. The CIC are an initiative of the government of India and the RBI to improve the functionality and stability of the financial system. All banks and financial institutions participating are mandatorily required to share customer data with CIC and this information is provided in the Cardholder Agreement of the CIC Regulation Act, 2005.
- 16.2 The Cardmember authorises the Bank, in addition to any other right enjoyed by the Bank, that Bank shall be entitled, subject to applicable laws, rules, regulations, notifications, circulars and guidelines issued by the government of India and/ or the RBI and/ or any other relevant statutory authority from time to time, to disclose and disseminate to RBI or to a court of law or any other competent authority, as the case may be, the demographic, account or credit information (as required) of the Cardmember in its possession.
- 16.3 The Bank also reserves the right to assign any activities related to the Card operations to any service provider appointed by the Bank, at its sole discretion, in accordance with the applicable guidelines of the RBI.
- 16.4 The Bank will, at its own discretion, record specific conversations between the Cardholder and a representative of the Bank or its authorized service providers, in case of grievance – related conversation or payments recovery – related conversation or any other conversation, that Bank may deem fit.

- 16.5 From time to time, the Bank will send various communications related to features / products / promotional offers that offer significant benefits to the Cardholders and may use the services of third-party agencies to do so.
- 16.6 The Bank may provide the particulars of the Card Account to the regulatory/ statutory authorities, as may be required. If the Cardholder has availed of a co-branded card, offered by Unity Bank and its partner, the necessary information including but not limited to that which is required for execution of the rewards programs, portfolio statistical analysis, etc. will be provided to the co-branded partner.
- 16.7 The Cardholder hereby gives specific consent to the Bank for disclosing/ submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code') read with relevant regulations/ rules framed under the Code, as amended and in force from time to time, in respect of the credit/ financial facilities availed from the Bank, from time to time, to any 'Information Utility' ('IU') as defined under the Code and directions issued by RBI from time to time and hereby specifically agree to promptly authenticate the financial information submitted by the Bank, as and when requested by the concerned IU.
- 16.8 Upon receipt of adverse reports (relating to credit worthiness of the Cardholder or his 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 the Cardholder. The Bank is not obliged to disclose the name of the Bank, institution or body wherefrom it received such information about the Cardholder.
- 16.9 The Cardholder hereby acknowledges that the Cardholder Agreement available in regional languages on the Bank's Website is the indicative translation of the English version of the Cardholder Agreement.
- 16.10 The Cardholder agrees and acknowledges that in the event of any inconsistency between the texts in English and regional languages of the Cardholder Agreement, the text and meaning conveyed in English shall prevail and shall be binding on the Cardholder.

17. DISPUTES UNDER CO-BRAND/AFFINITY/ASSOCIATED PARTNER SCHEMES

All disputes arising from associated transactions on such schemes will be resolved by the Bank on a best effort basis. The Bank makes no representation on the service or the billing and any dispute or claim must be resolved by the Cardmember with the service provider directly. The existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all charges in line with MITC and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.

18. QUALITY OF GOODS AND SERVICES

- 18.1 The Bank shall not in any way be responsible for merchandise, merchandise warranty of the goods/ services purchased or services availed of by the Cardmember from Merchant including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardmember. It must be distinctly understood that the Card facility under the Agreement is purely a facility to the Cardmember to purchase goods or avail of services and the Bank holds out no warranty or makes no representation about quality, delivery, performance, suitability, use or otherwise howsoever of goods and/ or services availed of by the Cardmember from the Merchant, and any dispute or claim must be resolved by the Cardmember with the Merchant. The Bank shall not be made party to any disputes between the Cardmember and the Merchant. The Cardmember shall not communicate in any manner whatsoever, inter alia, by electronic mail, telephone, post, or personal meeting, with the Bank in this regard. Any such communication shall not be entertained by the Bank.
- 18.2 The Cardmember hereby confirms and agrees that the existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all dues / Charges and the Cardmember agrees to pay promptly such Charges/ dues, notwithstanding any dispute or claim whatsoever.
- 18.3 Purchase made on the Card shall remain the property of the Bank, where applicable, till such time the Charges pertaining thereto are fully paid by the Cardmember to the Bank. The Bank reserves the right at any time to seize or direct a Merchant or any third-party to seize all or any purchases made on the Card if they are or come into the possession, custody or control of Bank, the Merchant or third party, as the case may be. All liquor charges shall be subject to the laws in each state for acceptance of the Card.
- 18.4 The third-party products/ services are provided by the relevant third parties and the Bank does not guarantee the product/ services. In case of any complaint by the Cardmember regarding the same, the Cardmember should directly approach the third parties.
- 18.5 The Bank may tie-up with third-party service providers to offer their services to Cardmembers at a discounted rate. The Bank makes absolutely no representations about the quality of their services and will not be responsible if the service in any manner is deficient or unsatisfactory.
- 18.6 The Bank shall not in any way be responsible for merchandise, merchandise warranty of the goods purchase or services availed of by the Cardmember from such third parties including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardmember. This shall be applicable for all goods and services procured through the Card.
- 18.7 Reward points, EMI transactions, free/paid gifts or in any other way whatsoever.

19. ARBITRATION AND RESOLUTION OF DISPUTES

- 19.1 The Agreement shall be governed by the laws of India.
- 19.2 All disputes, differences and/or claim or questions arising out of these presents, or in any way touching or concerning the same, or as to constructions, meaning or effect thereof, or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof. The arbitration proceedings are subject to the exclusive jurisdiction of the competent courts in Mumbai, India. Any arbitration proceeding hereunder shall be conducted on a confidential basis. Each Party shall cooperate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced.

20. REWARD POINTS/LOYALTY POINTS

- 20.1. By using the Unity Small Finance Bank Credit Card, the Cardholder may be enrolled in the Loyalty Program. When a Cardholder transacts with the Unity Small Finance Bank Credit Card, the Cardholder may earn certain Reward Points (or cashback points) depending on the transaction value and the purchase category. The terms and conditions of the Loyalty Program (as the case maybe) are available here ("Reward Terms") and shall be available on the Bank's / loyalty partner's website.
- 20.2. Loyalty Program refers to the program offered by the Bank to certain Cardholders depending on the type of Credit Card the Bank has issued to the customer
- 20.3. The Bank reserves the right to put a capping on maximum Reward Points (or cashback points) which can be earned and/or redeemed by the Cardholders in a specific period.
- 20.4. Please refer to the Card specific MITC for details on accumulation, redemption, expiry of Reward Points and other relevant processes pertaining to the Loyalty Program for the respective Card variant.
- 20.5. The terms in this Loyalty Program will be in addition to and not in derogation of the terms contained in the MITC and Cardholder Agreement.
- 20.6. Loyalty Program is a feature made available by the Bank and the Bank expressly reserves the right, at any time, to add to and/or alter, modify, change or vary all or any of the or to replace terms and conditions of the loyalty program wholly or in part, this Loyalty Program by another Loyalty Program, or withdraw it altogether, without assigning any reasons and with due intimation to the Cardholder through the Bank's Website and by other acceptable modes of communication, even though the changes may affect Reward Points(or cashback points) already accumulated. Cardholders may be notified of changes to the Reward Terms in such manner as determined by the Bank from time to time.

21. INTERNET BANKING

- 21.1 The Cardholder shall agree that while making any internet transaction, any outflow of foreign exchange must be undertaken by the Cardholder only in accordance with Foreign Exchange Management Act, 1999 and Information Technology Act, 2000, as amended from time to time and other applicable acts including any rules, regulations, thereunder, and any other laws as may be applicable from time to time. In order to protect the Cardholder from unauthorized and illegal use of account information by any person, the Bank may at its sole discretion decline any internet transaction initiated by the Cardholder.
- 21.2 The Cardholder may also be given a specific PIN for use of this facility. The Cardholder shall personally be liable for the security of the said PIN, and shall actively ensure that it is neither discovered by any other person nor shall share or disclose the said number to any individual.
- 21.3 The Cardholder shall agree not to use the Card/Card number to visit websites under prohibited list obscenity or any websites that have been prohibited and declared illegal by the Government of India. By doing so the Cardholder may be liable for any legal action against him and the Bank shall not be responsible for the same.
- 21.4 The information materials contained on the Websites are subject to change from time to time and without intimation. 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 the Cardholder shall be liable for legal action under the provisions of Information Technology Act, 2000 and other acts applicable from time to time.
- 21.5 In consideration of the Bank providing the internet banking facility, the Cardholder 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 the Cardholder using this facility.
- 21.6 The Bank may, at any time and without assigning any cause or without any prior notice whatsoever, terminate any user access.

22. INSURANCE

- 22.1 The following terms and conditions shall govern any insurance facility that may be provided. These will be in addition to terms and conditions as may be stipulated by the insurance company providing insurance cover/facilities.
- 22.2 Insurance covers may vary by the Card variants and from Card to Card. The Cardholder agrees to check and understand the specific complimentary insurance cover provided to the them under the specific Unity Small Finance Bank Credit Card.

- 22.3 The Cardholder specifically understands that any complimentary insurance covers/facilities provided on any Card, if any, might not be available for any one or more specific category/type of Card.
- 22.4 Insurance covers are not provided by Unity Bank. Exclusions/limitations are applicable as per policies issued by the concerned insurance company. Unity Small Finance Bank will not be liable in any manner whatsoever, by virtue of any insurance cover provided, whether or not the premium for such insurance cover is paid by the Cardmember. the concerned insurance company will be solely liable, for all such insurance related claims/matters. the Cardmember shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to, and sorted out directly with the concerned insurance company and to the exclusion of Unity Bank, and no communication in this regard will be entertained by Unity Bank.
- 22.5 However, Unity Bank may assist (but not obliged to) in informing about and collecting claim documentation as specific exceptions to the aforesaid for certain insurance covers offered which will be duly informed to the Cardholder.
- 22.6 The Cardholder acknowledges and agrees that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force, and only while the Cardholder is and remains a Cardmember of Unity Bank with his Card Account being maintained in good standing. In the event of the Card membership being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of the Card membership. the Cardholder also agrees that even during the continuation of his Card membership, Unity Bank may at any time (in its sole discretion and without giving any notice thereof to the Cardholder or assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on Unity Bank to continue this benefit.
- 22.7 The insurance benefits provided with the Card Account are as per the terms and conditions of the policies effected with the concerned insurance company. The Cardholder acknowledges that Unity Bank reserves the right to add, change, modify or completely withdraw any or all benefits provided with upto 30 days' notice to the Cardholder.
- 22.8 Benefits listed in the concerned insurance policy shall be the maximum amount for which the Cardholder will be entitled to in the event of any covered loss during the period of the respective insurance policies under which such covers are provided by the concerned insurance company.

23. MISCELLANEOUS

- 23.1 The Bank reserves the right to use the information provided by the Cardmember on his application and during surveys information from partners, agencies or any other

external sources including consumer reports, information from usage of the Card and/ or any other information available with the Bank for marketing activities carried out by Bank/ affiliates. Bank may use this information to develop mailing lists that may be used by companies with whom Bank shall work to develop marketing offers for the Cardmembers. Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardmember of any such revisions/changes in any manner as deemed appropriate. The Cardmember will be bound by such revisions/ changes unless the Card is returned to Bank for cancellation before the date on which the revisions/changes are made.

- 23.2 The Cardmember also agrees that to comply with statutory/ regulatory requirements, Bank may ask Cardmember to submit latest/ updated KYC documents at periodic intervals as may be required by the Bank.
- 23.3 The Cardmember agrees that if at any time it is discovered that there are any amounts due to the Bank against any credit facility, then the Bank shall have the absolute right to hold the no objection certificate (“NOC”) against any/ all such facilities, without any prior notice.
- 23.4 The Cardmember agrees that the Bank shall be entitled to, at any time, in its discretion, recall the credit facility by giving to the Cardmember a notice in writing. It is specified that the repayment schedule set out in the schedule is without prejudice to the Bank’s right to recall the entire credit facility and to demand payment of the credit facility. Upon the expiry of the period of notice, if any given, the entire outstanding amount/ credit facility immediately stands repayable by the Cardmember to the Bank.