



**SMALL FINANCE BANK**

**CARD HOLDER AGREEMENT**

RESTRICTED

## **CARD HOLDER AGREEMENT/ CARDHOLDER TERMS & CONDITIONS**

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

The Cardholder may apply for and/or manage their “Unity Small Finance bank credit card” through the Bank’s mobile app/ web applications / Cobrand partner’s application. Creating an application, activation or managing the “**Unity Small Finance Bank Credit 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 Card along with the primary “**Unity Small Finance Bank Credit Card**”. The Cardholder acknowledges that any reference to “**Unity Bank Small Finance 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 Primary 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 Primary Cardmember.

1.3. “Amount Due” means the total amount due as reflected in the Card Statement.

1.4. “Applicant” means person(s) who have applied for the Card

1.5. “App” means either the Bank’s mobile app/ web applications / Cobrand partner’s application, through which the Cardholder can control all aspects of the Credit Card.

1.6. “App PIN” means the Personal Identification Number created by the Cardholder

from the Bank's mobile app/ web applications / Cobrand partner's application 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. "Authorized Dealer" means an authorized dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time.

1.9. "Bank" shall mean Unity Small Finance Bank Limited, the issuer of the Credit Card.

1.10. "Billing Period" shall mean the period between generation of two successive Card Statements

1.11. "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)

1.12. "Business Day" means a day in Mumbai on which the relevant office of the Bank is open for normal business transactions;

1.13. "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 ATM machines using the **"Unity Small Finance Bank Credit Card"**. This is a sub limit within the Total Credit Limit.

1.14. "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.

1.15. "Card PIN" means the Personal Identification Number created by the Cardholder to act as an authenticator for offline transactions & a measure against the potential misuse of the card.

1.16. "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.

1.17. "Cardholder"/ "Cardmember" means an individual who has been issued the Unity Small Finance Bank Credit Card.

1.18. "Charges" means such charges as are set out in Clause 8 hereof or mentioned anywhere in these Cardholder Agreements. All details of Charges mentioned herein shall be as provided in the MITC and these Cardholder Agreements under Schedule I unless specifically communicated to the Cardholder, as amended from time to time.

1.19. "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.

1.20. "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. "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 Automated Teller Machines (ATM).

1.22. "EMV" is a global standard for Card payments based on chip Card technology;

1.23. "National Automated Clearing House", or "NACH", introduced by the National Payments Corporation of India (NPCI), is a centralized clearing service that aims at providing interbank high volume, low value transactions that are repetitive and periodic in nature.

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. "Merchant" means any person who owns or manages or operates the merchant establishment, its successors, and permitted assigns.

1.26. "Minimum Amount Due" means the minimum amount which needs to be paid by the Payment Due Date as stated in the Card Statement.

1.27. "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 Bank Small Finance Credit Card (as available on the Unity Bank website and as may be communicated from time to time.

herein). These charges are subject to changes at the sole discretion of the Bank. However, such changes in charges may be made only with prospective effect giving prior notice of 30 days to the Cardholder.

1.28. "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.

1.29. "Primary Cardholder" is the person in whose name the Card Account has been opened and to whom the Unity Bank Small Finance Credit Card has been issued, Cardholder

1.30. "RBI" means the Reserve Bank of India.

1.31. "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 Credit Card"

1.32. "Valid Card" shall mean a Unity Small Finance Bank Credit Card which is issued by the Bank and has not expired, not been damaged or been cancelled by the Bank or Cardholder.

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:

2.3.1. Ascertain the credit worthiness of the Cardholder by obtaining a credit bureau report and any other reports as it may deem necessary.

2.3.2. Decline to issue the Unity Small Finance Bank Credit Card to the Cardholder at their sole discretion.

2.3.3. Change the Total Credit Limit from when the card is reserved to when it is issued; and

2.3.4. 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 Bank's mobile app/ web applications / Cobrand partner's application.

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 MasterCard/ Visa Cards 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 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.

3.3. The Card is not transferable, and the Cardholder should safeguard the same from misuse by retaining, it is 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 drawal 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 these Cardholder Agreements as modified from time to time at the sole discretion of the Bank.

3.8. Unity Small Finance Bank's Mobile App (or) Web App (or) Co-brand partner's application 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 credit limit, inquiry on transactions, Amount Due, statement details, payment due date, etc. through the Unity Small Finance Bank's Mobile App (or) Web App (or) Co-brand partner's application 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 neither the Co-Branding Partner nor 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. 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.

3.13. The Cardholder shall use the card (i) within the permissible Credit Limit notified to such Cardholder; (ii) not after the last date of the month of the expiry date displayed on the card.

3.14. The Cardholder's right to use the Unity Small Finance Bank Credit Card shall be determined forthwith

(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 Bank's mobile app/ web applications / Cobrand partner's application or by contacting customer care. The renewal of the Unity Small Finance Bank Credit Card will be at the sole discretion of the Bank.

3.15. 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 Bank's mobile app/ web applications / Cobrand partner's application. The Cardholder may use the contactless mode (i.e. without entering the PIN) for payments up to INR 5000/- 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 Bank provided channels.

3.16. Authorized Dealers can accept payment by debit to the Unity Small Finance Bank Credit Card for exports made from India irrespective of whether the importer client is on a visit to India or not. Therefore, Authorized Dealers may receive payment for exports made out of India by debit to the Credit Card of an importer, where the reimbursement from the Card issuing bank/organization will be received in foreign exchange.

3.17. 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).

3.18. 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 Supplementary/Add-on Cards without any notice to the Cardholder.

3.19. 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 Centre.

3.20. 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.

#### **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 Bank's mobile app/ web applications / Cobrand partner's application.

4.2. This virtual card is also a RuPay powered credit card which the Cardholder can use 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 its sole discretion is 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 he/she 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 Bank's mobile app/ web applications / Cobrand partner's application of the Cardholder.

## **6. ADDITIONAL/ ADD ON CARDS**

6.1 A Card Account may have multiple Add-on Cards, 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 additional 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 nt. The Primary Cardholder assumes responsibility for all charges incurred by the Supplementary/Add-on Card holder 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

6.5.1. Primary Cardholder shall not assign/ transfer or permit usage of the Credit Card standing in his/her name to the additional Cardholder or to any other person/ third-party and,

6.5.2. The Additional Cardholder shall not assign/ transfer or permit usage of the Credit 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 card holder is solely responsible for paying the add-on card's balance.

## **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 Personal Identification Number (Unity Small Finance Bank Credit Card 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 Bank's mobile app/ web applications / Cobrand partner's application 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

7.5.1. 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.

7.5.2. 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.

7.5.3. 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 6.5 and shall be in accordance with the underlying regulations.

## **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 & Charges are subject to change at the sole discretion of the Bank. Any revision or change in the Fees & Charges shall be prospective. In the event of any such changes or revisions to the Fees & 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 & 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 could be up to 45 days 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 for the given month and Late Payment Charges, Overdue Interest and/or any other charges (if applicable) shall be charged on the overdue amount for the particular month only. For the subsequent month, the Cardholder shall continue to enjoy the interest-free credit period only for the new transactions carried out during the month. If the entire Amount Due (for both months) is not received from the Cardholder on the Payment Due Date for the subsequent month also, the interest free period will be suspended completely and Late Payment Charges, Overdue Interest and/or any other charges (if applicable) shall be applicable on the entire outstanding amount.

8.5. EMI Conversion:

8.5.1. Either a single transaction or multiple transactions can be converted to an EMI plan as per applicable bank policy.

8.5.2. The interest rate applicable on the EMI tenure is as per the MITC.

8.5.3. 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:

8.6 Late Payment Charges (LPC)- Late Payment Charges (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):

8.7.1. 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.

8.7.2. Overdue Interest (if applicable) is debited to Cardholder's account till Outstanding Dues are paid in full and till actual realization by the Bank.

Overdue Interest will be charged to the cardholder on a daily accrual basis till the date of actual receipt of the payment from the cardholder.

8.7.3. 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.

If the Cardholder chooses to pay an amount less than the Amount Due as reflected in the monthly Card Statement, the entire Outstanding Dues will attract Overdue Interest.

The fees & 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.

## 9. BILLING AND PAYMENTS

### 9.1. Billing Statements (Periodicity & Mode of sending)

9.1.1. 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.

9.1.2. 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 Bank's mobile app/ web applications / Cobrand partner's application. The Bank, at its discretion, may also make the Card Statement available through Net Banking and/or on its mobile banking application.

9.1.3. 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 Bank's mobile app/ web applications / Cobrand partner's application.

9.1.4. Minimum Amount Due - "Minimum Amount Due" shall mean such percentage of the Total Outstanding balance in the Card Account, as may be determined by the Bank from time to time, that a Cardmember is required to pay at each instance of the Billing Cycle and carry forward the balance amount for payment in the next Billing Cycle. For the purpose herein, it is clarified that the Cardmember must pay at least the amount indicated as Minimum Amount Due for each Billing Cycle and the balance amount carried forward will attract Finance Charges and the same will have to be paid by the Cardmember. Late Payment Charges ("LPC") is applicable if no payment or a payment less than the Minimum Amount Due ("MAD") is paid by the Cardmember on the due date .

9.1.5. 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 Bank's mobile app/ web applications / Cobrand partner's application and the Cardholder can withdraw the same to his/her bank account at its discretion.

9.1.6. Non-receipt of the Card Statement would not affect the Cardholders' obligations and liabilities under the Cardholders 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.

#### 9.2. Method of Payment:

Cardholder may make payment for their outstanding dues of their "Unity Small Finance Bank Credit Card" through the Bank's mobile app/ web applications / Cobrand partner's application or through such other means as may be permitted by the Bank. Modes of payment is currently available through the Bank's mobile app/ web applications / Cobrand partner's application 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 Payments

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 or interest.

9.4. The Cardholder can register any dispute/unauthorized transaction through the Bank's mobile app/ web applications / Cobrand partner's application. Alternatively, the Cardholder can write to us at "[care@unitybank.co.in](mailto: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**

10.8.1. 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](mailto: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

## **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. 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-**

11.1.1. 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 authorized by the Reserve Bank of India, in accordance with Credit Information Companies (Regulation) Act, 2005.

11.1.2. The Bank reserves its right to report a Cardholder as delinquent to Credit Information Companies even in an instance of the Cardholder raising a billing dispute which the Bank had clarified as an invalid dispute earlier.

11.1.3. 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 Credit Information Companies (CIC).
- ☐ The Bank shall levy late payment charges/, 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 or Non-Performing Assets- In accordance with the regulatory provisions of the Reserve Bank of India, the lenders are required to recognize incipient stress in borrowers. The borrowers are required to be classified as Special Mention Account (SMA) or Non-Performing Assets (NPA) basis their repayment behaviors. An illustration of such classification is as below:

If the Outstanding Amount 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 o, 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 Borrower 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 Credit Information Companies and the Cardholder clears his/her dues, the Bank shall update the same to the Credit Information Companies 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, Bank’s mobile app/ web applications / Cobrand partner’s application 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. 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**

12.1.1. 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.

12.1.2. 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 Cards and

associated with the primary card account shall be de-activated and available reward points shall also expire upon card closure.

12.1.3. 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.

12.1.4. 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.

12.1.5. 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.

12.1.6. 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.

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.

12.1.7. 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 Credit Information Companies (If not paid by the Cardholder).

12.1.8. 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:** 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.

**12.3. Contact details** for the cardholder to initiate closure – Email ID, dedicated telephone number for SMS, 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](mailto: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

### **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 Bank’s mobile app/ web applications / Cobrand partner’s application 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-**

13.2.1. 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).

13.2.2. 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 credit card shall be borne by the Cardholder.

13.2.3. 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 credit card transactions. The same is updated on the Bank’s website at <https://theunitybank.com>.

13.3. Details for reporting unauthorized transactions and initiating blocking of 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**

#### **Level 1:**

Email ID: [care@unitybank.co.in](mailto: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

#### **Principal Nodal Officer:**

Mr. Mahendra Bindra

level3escalation@unitybank.co.in

+91 9152366104

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>

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

14.1.2. 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 of the Bank.

### **14.2. 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 & Grievance Redressal Policy hosted on the Bank's website will be applicable.

### **14.3. 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. DISCLOSURES**

15.1. The Cardholder acknowledges that the Bank is authorized to share Cardholder information such as repayment behavior, defaults etc. With a Credit Information Company (that has obtained a Certificate of Registration from RBI) from time to time. The Credit Information Companies are an initiative of the Government of India and the Reserve Bank of India to improve the functionality and stability of the financial system. All banks and financial institutions participating are mandatorily required to share customer data with Credit Information Companies and this information is provided in the Cardholder Agreement of the Credit Information Companies Regulation Act, 2005.

15.2. Bank also reserves the right to assign any activities related to the Credit Card operations to any service provider appointed by the Bank, at its sole discretion, in accordance with the applicable guidelines of the Reserve Bank of India (RBI).

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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'.

15.7. 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.

15.8. 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.

## 16. ARBITRATION AND RESOLUTION OF DISPUTES

16.1. All disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai, India, and shall be governed by the laws of 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.

## 17. REWARD POINTS/LOYALTY POINTS

17.1. By using the Unity Small Finance Bank Credit Card, the Cardholder may be enrolled in the Card Rewards Program/Loyalty program. When a Cardholder transacts with Unity Small Finance Bank Credit Card, the Cardholder may earn certain reward points depending on the transaction value and the purchase category. The terms and conditions of the Reward Program/Loyalty Program (as the case maybe) are available here ("Reward Terms") and shall be available on the bank's / loyalty partner's website.

17.2. The terms in this Rewards Program will be in addition to and not in derogation of the terms contained in the MITC and Cardholder Agreement.

17.3. Rewards 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 Rewards Programme by another Rewards Programme, 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 already accumulated. Cardholders may be notified of changes to the Reward Terms in such manner as determined by the Bank from time to time.