## **IMPORTANT TERMS AND CONDITIONS FOR DEBIT CARD:**

These Terms and Conditions apply to and regulate the issuance and usage of Debit Cards offered by Bank to account holder and/or any person as may be specified by the account holder. These terms and conditions (the "Terms") shall be in addition to any other terms as stipulated by Bank from time to time.

#### A. **DEFINITIONS**:

In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:

- 1. "The Bank", "Almora Bank", means Almora Urban Co-operative Bank Ltd. and its successors and assignees.
- 2. "Account" refers to the savings and /or current account designated by Almora Urban Co-operative Bank Ltd. to be eligible account/s for operations through the use of the Card.
- 3. "Account Statement" means the statement of account generated by Almora Urban Co-operative Bank Ltd., setting out the transactions carried and balance in the account as on that date, and any other information as Almora Bank may deem fit to include.
- 4. "Account holder" refers to individuals or proprietors holding an Account with Almora Bank provided however in case of savings account, the expression "Account holder" refers to only individuals holding such account with Almora Bank.
- 5. "Affiliate" means and includes:
  - i. Any company which is the holding or subsidiary company of Almora Urban Co-operative Bank Ltd., or
  - ii. A person under the control of or under common control with Almora Urban Co-operative Bank Ltd., or
  - iii. For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
- 6. "Debit Card" means a physical or virtual payment instrument containing a means of identification, linked to Saving Bank or Current Account which can be used to withdraw cash, make online payments, carry out PoS terminal transactions etc. subject to prescribed terms and conditions. Debit card can be regular personalized or instant (insta) cards which are pre-generated. These cards may have additional feature to carry out contactless transactions as per norms laid by regulators and policy enforced by bank in the matter. Debit card shall get activated on generation of PIN either through Almora Bank ATMs, AUCB CardSafe application or PIN mailers on request by cardholder at his/her home branch.

- 7. "ATM" means any Automated Teller Machine in India, whether of Almora Urban Co-operative Bank Ltd. or a specified shared network, at which, amongst other things, the cardholders can use their card to access funds in their account held with Almora Urban Co-operative Bank Ltd.
- 8. "Card" refers to the Almora Bank debit card issued to the account holder in India and/or any other person specified by the account holder to Almora Urban Co-operative Bank Ltd.
- 9. "Cardholder" refers to the account holder of Almora Bank or any such person authorized by the account holder to whom a card has been issued and who is authorized to hold the card.
- 10. Words "Almora Bank", "the Bank", refers to Almora Urban Co-operative Bank Ltd. having its registered office at Lala Bazaar, Almora city, Distt-Almora (U.K.)-263601, India.
- 11. "Customer Care Centre" refers to Almora Bank- Phone Banking service provided by Almora Bank, which shall be available to all cardholders. All cardholders availing the customer care centre shall be bound by the terms and conditions stipulated by the bank in this regard.
- 12. Transaction- Transactions include cash withdrawals, online transactions and making payments for purchases made/services availed at ME's.
- 13. Bank ATMS- All ATMs of Almora Urban Co-operative Bank Ltd.
- 12. "International Transactions" refers to the Transactions entered into by the cardholders on their internationally valid cards outside of India, Nepal and Bhutan.
- 13. "Internet Website" shall mean websites of the merchant establishments wherever located which honour the card for payments to be made by the cardholder for the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organizations advertised as honouring the card.
- 14. "Merchant Establishment" shall mean such physical and/or virtual establishments like shops, stores, restaurants and commercial establishments etc. wherever located, which honour a VISA / VISA Electron card or MasterCard or RuPay card or any other card scheme card.
- 15. "Merchant" means any person who owns or manages or operates a Merchant Establishment.
- 16. "PIN" means 04-digit Personal Identification Number allocated to the cardholder by Almora Bank or chosen by the cardholder/ bank from time to time, in relation to the Card.
- 17. "POS Terminal/mPOS Terminal" means the point of sale (POS) electronic terminals at Merchant Establishments whether in India or overseas, capable of processing card transactions and at which, amongst other things, the cardholder can use his card to access the funds from the account linked with the card to make purchases.
- 18. OTP is a 6-digit number to be used as sent to the cardholder's registered mobile number for carrying out transactions or availing services securely.
- 19. "Primary Account" shall mean default designated account linked with the card to which all the

amounts authorized/dues payable by the cardholder are to be debited.

- 20. "Shared Network" shall mean Rupay, VISA, MasterCard or any other networks which honour the card.
- 21. Customer Branch/Home Branch: The Branch, with which cardholder originally established banking relationship.
- 22. Charges are subject to changes at sole discretion of Almora Bank. However, normally such changes in charges may be made only with prospective effect giving prior notice to the cardholder. Almora Bank reserves the right to revise charges and notify the same on the website from time to time.
- 23. "Valid Charge" means a charge incurred by the cardholder for purchases of goods or services on the card and any other charge as may be included by Almora Bank from time to time.
- 24. "High Risk Countries (HRC)" means those countries where the risk of data pertaining to the card getting compromised post any transaction being carried out is high. They are categorized as high-risk countries by Almora Bank based on the cards being used in such countries by the card member and various disputes and/or frauds that are reported by the card members from time-to-time.
- 25. "EDC" or "Electronic Data Capture", refers to electronic Point-of-Sale swipe terminals whether in India or overseas, whether of Almora Bank or any other bank on the shared network, that permit the debiting of the account(s) for purchase transactions from merchant establishments.
- 26. "MasterCard/Visa/Rupay", means a trademark owned and associated with MasterCard/Visa/Rupay International.
- 27. "MasterCard/Visa/Rupay ATM Network", means network that honour the debit card and that display the MasterCard/Visa/Rupay symbols. The Debit Card ("the Card") is issued by Almora Urban Co-operative Bank Ltd., ("Almora Urban Co-operative Bank Ltd.") having its registered office at Lala Bazaar, Almora City, Distt-Almora (U.K.)-263601, India" on the following terms and conditions:
- 28. Customer Care/Contact Centre: Bank's 24X7 helpline number i.e., 05946-286300 and Email: <u>atm@almoraurbanbank.com</u>.

# B. KYC (KNOW YOUR CUSTOMER) AND CUSTOMER DUE DILIGENCE

The issuance of a debit card by Almora Bank is subject to strict adherence to the Know Your Customer (KYC) norms as per the Reserve Bank of India (RBI) guidelines. The cardholder agrees to provide accurate and up-to-date information as required by the bank. Failure to comply with the KYC requirements, or failure to provide updated information as mandated, may result in the immediate suspension or termination of debit card services. Almora Bank shall not be liable for any consequences arising from the cardholder's failure to update their KYC information.

### C. CARD VALIDITY AND CARDHOLDER OBLIGATIONS:

- 1. The issuance and use of the card shall be subject to the rules and regulations enforced from time to time by the Government of India, Reserve Bank of India, Almora Urban Co-operative Bank Ltd., and the applicable laws.
- 2. The card is valid for transaction purpose in India as per the terms and conditions stipulated by Government of India, Reserve bank of India ("RBI") and Almora Bank from time to time.
- 3. The card is the property of Almora Bank and must be returned to Almora Bank on request. The cardholder must not allow others to use the card and must always keep it under personal control to protect it from misuse. The cardholder is not authorized to transfer or assign the card to any other person.
- 4. The cardholder is allotted a 4-digit PIN (Personal Identification Number) which can be generated by the customer through Almora Bank ATMs and through AUCB CardSafe application. The PIN allows the cardholders to use their card for accessing their accounts at ATM and on the internet as well as to take additional benefits/services offered by Almora Bank on the card. The cardholder should not disclose the PIN to anyone and should take all the precautions to prevent others from its discovering. For details, please refer to welcome letter sent along with the card.
- 5. The cardholder shall be responsible for all transactions made using the PIN, with or without the knowledge of the cardholder. Almora Bank reserves the right to refuse a transaction if the PIN appears to be misused or used without proper permission.
- 6. The amount of each and every withdrawal, remittance, and other transaction made by using the card will be immediately deducted from the cardholder's account. The cardholder must have sufficient funds in his account to make such transactions.
- 7. The cardholder is not allowed to overdraw his/her account at the bank or withdraw funds using their debit card beyond the agreed overdraw limit.
- 8. The cardholder shall be absolutely responsible to the bank for all charges for his card and also for additional cardholder charges. Additional cardholders are jointly and individually responsible to the bank for all charges, but monthly statements can only be sent to the primary cardholder. Primary cardholders may request cancellation of additional cards at any time, but will continue to be responsible for all charges for such additional cards.
- 9. The card is valid for use at ATMs, micro-ATMs, and commercial facilities in India. However, the card is not valid for foreign exchange.
- 10. The Cardholder (along with the Additional Cardholder) must carefully adhere to all foreign exchange control and management regulations as issued by RBI from time to time. If not, the

Cardholder may face consequences as specified in the relevant exchange control and management laws. Additionally, the Cardholder may lose the right to use the card at the instance of RBI or Almora Bank.

- 11. Customer's Saving or Current account nominee will be considered as the default nominee for Debit Card application at the time of account opening. Bank will not accept any other Debit Card nomination than the one provided when opening an account with the bank.
- 12. The card is valid until the last day of the month of the year indicated on the card, unless cancelled earlier. Upon premature cancellation, the card may be renewed or reinstated at sole discretion of Almora Bank. Upon expiry, the card must be destroyed by cutting it in half diagonally. The Bank will automatically renew the card free of cost on the expiry and will send the card to the customers home branch for collection by the customer.
- 13. Cardholder will notify Almora Bank within 15 days from the statement date of any irregularities or discrepancies that exist in the details of ATM/Merchant establishment transaction. If no notice is received within limitation period, the bank will consider both the transaction and the statement to be correct.
- 14. The card comes activated with facility of using at domestic contact-based ATMs and PoS merchant outlets within India only.
- 15. Online facility is disabled by default as per regulator norms. Cardholder shall have to enable the same one-time through AUCB CardSafe application or get it done by submitting application at branch.
- 16. The limits for online, POS will be a cumulative limit and not an individual limit.
- 17. Mobile number is mandatory for issuance of ATM/Debit card as customers is required to be intimated through SMS for any Financial / Non-Financial Transaction under taken by customers and/or information about failed transaction. Mobile number registration is also important as any fraudulent attempt and/or any fraudulent transactions which is attempted and/or undertaken respectively without the knowledge of our customers shall set an alert to customer to take precaution/report to bank for Hot listing the card.

### D. FEATURES OF THE DEBIT CARD:

The cardholder hereby acknowledges that, the bank may at its sole discretion, tie-up with various agencies/institutions to offer various features on your Debit Card. The Bank does not guarantee or warrant the efficacy, efficiency, usefulness of any of the products or services offered by any service providers/merchants/ outlets/agencies. Disputes (if any) would have to be taken up with the merchant/agency, etc. directly, without involving the Bank.

## Understanding a Debit Card.

- 1. Card Number: It is a 16-digit number linked to customer's bank account. First 6 digits represent Bank's identification number.
- 2. Name of the Person: Name of the person authorised to use the card. This field is present only on personalised card.
- 3. Valid Date: It is in MM/YY format. The card is valid till the last day of the month.
- 4. Card Verification Value (CVV) /CVV2: It is a 03-digit number printed at the end of white blank strip on the back side of every debit cards. This is used for validation of online transactions.
- 5. Magnetic Strip: Important information regarding the debit card is stored in electronic format here and hence any kind of scratches or exposure to magnetic fields will cause damage to the card.
- 6. EMV Chip Card: EMV stands for Europay, MasterCard and Visa. EMV is a global standard for credit and debit payment cards based on chip card technology. EMV Chip Card protects against counterfeit (skimming) card fraud. iCVV (Integrated Chip Card Verification Value): is the code stored in the card's chip (EMV).
- 7. Personal Identification Number (PIN)- The cardholder is allotted an auto generated 4-digit PIN (Personal Identification Number) which can be generated by the customer through Almora Bank ATMs and through AUCB CardSafe application. The PIN allows the cardholders to use their card for accessing their accounts at ATM and on the internet as well as to take additional benefits/services offered by Almora Bank on the card. For details, please refer to welcome letter sent along with the card.

### E. ATM USAGE:

- **1.** The Card is accepted at the Almora Bank ATMs and MasterCard/ Visa/Rupay enabled ATMs network. Cardholder will be responsible for the all transactions performed at the ATM locations.
- 2. Cash withdrawals and balance enquiry carried out by cardholder at any ATMs in the India will be chargeable after number of free transactions and will be debited to the account at the time of such withdrawal and/or balance enquiry transaction. Also, the transactions performed other than Almora Bank ATMs are chargeable as per the determination of the Bank from time to time.
- **3.** Cardholder must ensure about the availability of the sufficient balance in the account before using the card.
- **4.** The Bank will not be liable for any failure of transaction due to technical problems or Force Majeure Events, to provide any service or to perform any obligation there under.

5. The card limit is given below which is determined by Almora Bank and applicable regulations.

Particulars	Limit	
ATM Cash withdrawal limit (Per Day)	20,000.00	
Combined POS/E-Com limit (Per Day)	50,000.00	
No of PIN re-tries per day	3	
Maximum number of transactions per day	15	

- 6. For all ATM cash withdrawals, any statement/receipt Issued by the ATM at the time Of withdrawal shall be deemed conclusive, unless verified and intimated otherwise by Almora Bank. Any such verification shall likewise be final and conclusive and this verified amount will be binding on the cardholder.
- **7.** E-Com facility is disabled by default. Cardholder needs to mandatorily enable the same for E-Com transactions. The same shall be done either through AUCB CardSafe application or by visiting home branch.

# F. MERCHANT ESTABLISHMENT USAGE:

- 1. The card is accepted at all electronic point of sale terminals at merchant establishment in India.
- 2. The Almora Bank will not be responsible if any merchant establishment refuses to accept the card or is unable to transact on the Card or levies a surcharge on the card. Any dispute arising between the cardholder and merchant establishment should be resolved directly and failure to do so will not relieve the cardholder of any obligations to Almora Bank.
- 3. The Card will be accepted only at merchant establishments that have EDC terminals. Only Electronic Use of Card will be authorised.
- 4. The Cardholder must use PIN as mode of authentication for transaction by using card at merchant establishment.
- 5. The cardholder is required to retain a copy of the payment receipt whenever the card is used at merchant establishment. Bank will not furnish copies of the payment receipt. Any payment receipt which can be proven, as being authorised by him, will be deemed to be his liability.

- 6. The Almora Bank is not responsible for the charges over and above the value or cost of transactions levied by any merchant establishment and debited to the cardholder account along with the transaction amount.
- 7. The Almora Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the cardholder using card, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the cardholder.

It must be distinctly understood that the card is purely a facility to the cardholder to purchase goods and/or avail of services, Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The cardholder with the ME, must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the cardholder of his/her obligation to pay all the charges due to bank and the cardholder agrees to pay promptly such charges.

8. Almora Bank shall not be liable for any foreign exchange losses, conversion charges, or additional fees levied by international merchant establishments or payment networks. The bank's responsibility is limited to ensuring the transaction is processed correctly according to the applicable laws and regulations of India.

## G. IMPLIMENTATION OF FRAUD AND RISK MANAGEMENT PROTOCOL:

Almora Bank has access to robust Fraud and Risk Management protocols of NPCI to monitor transactions. In the event of suspected fraudulent activity, the bank reserves the right to temporarily suspend or block the card without prior notice for the purpose of investigation. Almora Bank shall not be liable for any losses incurred by the cardholder due to such suspension or blocking of the card, provided the bank acted in good faith and in accordance with its fraud prevention policies. The cardholder agrees that their access to the debit card may be limited or revoked if suspicious activity is detected, and Almora Bank shall not be responsible for any resulting damages or losses.

# H. LOSS/THEFT/MISUSE OF CARDS:

- 1. If the card, card number, or PIN is lost, stolen, or misused by others, the cardholder must report it to the Customer Service Centre or Business Correspondent over the phone, or give written notice to his branch or any other suitable mode which has been accepted by the Bank. The cardholder must report the same to the police immediately. A copy of the police complaint / first information report (FIR) should be attached to the written confirmation.
- 2. If the cardholder loses his / her card abroad, he / she either report the loss to Almora Bank immediately or the cardholder is liable for the usage charge for these services.
- 3. The Bank will hotlist the card after reasonable verification during working hours on a working day of the bank following the receipt of such intimation. However, cardholders may themselves block their card by sending SMS through their mobile number registered at bank for card operations on 8750587505 by typing **BLOCK**<space>**CompleteAccountNumber**. Successful deactivation SMS will

be sent by bank in response. Moreover, cardholder might get the above done by visiting his respective branch or by contacting on card related helpline number- 05946-286300.

- 4. The Almora Bank is not responsible for transactions with the card account before the loss of the card is reported, and the cardholder is solely liable and responsible for the same. However, the cardholder shall not be liable after the Bank receives any claim by phone or in writing. In addition to reporting lost or stolen cards to the bank, cardholders report card theft to police and other investigative authorities and submit an Initial Information Report ("FIR") is required.
- 5. The cardholder's liability for any transaction made using the card after receiving a written notice of loss / theft / misuse by the Bank should be determined in accordance with the RBI guidelines and notifications.
- 6. If cardholder loses the card, Almora Bank may, at discretion, issue a replacement card by charging a fee. Subsequently, if cardholder recovers the card, the recovered card should not be used. The chip on card must be destroyed and card must be cut in half diagonally. Adequate care must be taken to prevent its misuse.
- 7. Cardholder is responsible for the protection of card, card number and the PIN and shall take necessary precaution to prevent misuse of card. If cardholder is failed to do so (on account of the Cardholder's negligence, malafide, etc.), financial liability of the lost, stolen or misused Card/Card number/PIN shall be on cardholder and which may cause cancellation of the card Account.
- 8. As per Reserve Bank of India (RBI) mandate, on Customer Protection Limiting Liability of Customers in Unauthorized Electronic Banking Transactions, a policy is designed to ensure customer protection relating to unauthorized debit card transactions. The same is updated on Almora Bank Card's website under "Customer Protection Policy". The policy is based on the principles of transparency and fairness in treatment of customers.

# I. <u>FEES:</u>

- 1. Cash withdrawal/ balance inquiry transaction fees will be charged after number of free transactions, which will be debited from cardholder's account from time to time.
- 2. Fees / charges for debit card service may be revised / changed at any time by the Almora Bank from time to time without prior notice or intimation to the Cardholder and shall be debited from customer's primary account.

# J. UNAUTHORIZED ELECTRONIC BANKING TRANSACTIONS:

Cardholder must immediately inform the loss/theft/misuse of card to any of Almora Bank's 24hour Customer Care Centre or by way of written communication or such other means as may be acceptable to the Bank. The liability of the Cardholder in case of above in terms of RBI circular ref. DBR.No. Leg.BC.78/09.07.005/2017-18 dated July 6, 2017 on 'Customer Protection – Limiting Liability of Customers in Unauthorised Electronic Banking Transactions' as updated from time to time.

#### **Customer liability in cases of unauthorized electronic banking transactions:**

In spite of all the efforts, described in above paragraph, if any unauthorized electronic transaction takes place in the customer's account, the customer should inform the Bank at the earliest by any of the following means -

- 1. By calling bank's 24 / 7 available toll-free helpline no. 05946- 286300
- 2. By personally reporting to home branch during working hours of the branch.

On receipt of report of an unauthorized transaction, the Bank will take immediate steps to prevent further unauthorized transactions in the account.

J.1 Customer liability in cases of unauthorized electronic banking transactions resulting in debits to customers' accounts.

If, unfortunately, an unauthorized transaction results in debit to his/her account, the liability of the customer shall be measured as per the table given below –

#### **1. ZERO LIABILITY OF A CUSTOMER**

Customer will have no liability when the unauthorized transaction takes place in the following scenarios:

- i. Contributory fraud/negligence/deficiency on the part of bank
- ii. Third party breach where the deficiency lies neither with the bank nor with the customer but lies elsewhere in the system, and the customer notifies the bank within three working days of receiving the communication from the bank regarding the unauthorized transaction.

The number of working days shall be counted as per the working schedule of the home branch of the customer excluding the date of receiving the communication.

### 2. LIMITED LIABILITY OF CUSTOMER

A customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:

- i. In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials details namely viz, internet banking user id /PIN, Debit Card PIN/OTP or due to improper protection on customer devices like mobile/ laptops/desktops leading to malware/Trojan or phishing/vishing attacks, the customer will bear the entire loss until he/she reports the unauthorized transaction to the bank. Any loss occurring after the reporting of the unauthorized transaction shall be borne by the bank.
- ii. In cases where the responsibility for the unauthorized electronic banking transaction lies neither with the bank nor with the customer, but lies elsewhere in the system and the customer notifies the bank of such a transaction and when there is a delay beyond three

working days in reporting by the customer, i.e. if a customer notifies the Bank after three working days but before expiry of 7 working days of receiving a communications of the transaction, the per transaction liability of the customer shall be limited to the transaction value or the amount as shown below in table, whichever is lower.

### Maximum liability of a customer under paragraph H.1

### Type of account Maximum liability

Type of account		Maximum liability
		(Rs.)
?	Basic Savings Bank Deposit Account	5,000
?	All other Savings Bank accounts	10,000
?	Current accounts of individuals with average balance (during 365 days preceding the incidence of fraud) / limit upto Rs. 5 lakh	10,000
?	All other Current Accounts	25,000

## 3. COMPLETE LIABILITY OF CUSTOMER

i. Customer shall bear the entire loss in cases where the loss is due to negligence by the customer, e.g. where the customer has shared payment credentials or Account/Transaction details, viz. Internet Banking user Id & PIN, Debit/Credit Card PIN/OTP or due to improper protection on customer devices like mobile / laptop/ desktop leading to malware / Trojan or Phishing / Vishing attack. This could also be due to SIM deactivation by the fraudster.

Under such situations, the customer will bear the entire loss until the customer reports unauthorized transaction to the bank. Any loss occurring after reporting of unauthorized transaction shall be borne by the bank.

ii. In cases where the responsibility for unauthorized electronic banking transaction lies neither with the Bank nor with the customer, but lies elsewhere in the system and when there is a delay on the part of the customer in reporting to the Bank beyond 7 working days, the customer would be completely liable for all such transactions.

# 4. ADDITIONAL POINTS

- i. Customer would not be entitled to compensation of loss if any, in case customer does not agree to get the card hot listed or does not cooperate with the Bank by providing necessary documents including but not limited to police complaint and cardholder dispute form.
- ii. Compensation would be limited to real loss after deduction of reversals or recoveries received by the customer.

iii. The number of working days mentioned in above paragraphs shall be counted as per the working schedule of the home branch of the customer excluding the date of receiving the communication.

### J.2 Reversal Timeline For Zero Liability And Limited Liability Of Customers:

- On being notified by the customer, the Bank shall credit (shadow reversal) the amount involved in the unauthorized electronic transaction to the customer's account within 10 working days from the date of such notification by the customer.
- The credit shall be value dated to be as of the date of unauthorized transaction. However, the customer will not be able to withdraw it unless the complaint is fully resolved.
- The Bank shall further ensure that
  - i. A complaint is resolved and liability of the customer if any, established within 90 days from the date of receipt of the complaint and the customer is compensated as per above.
  - ii. Where the Bank is unable to resolve the complaint or determine the customer liability, if any, within 90 days, the compensation as prescribed in clause 6.4 is paid to the customer; and
  - iii. In case of debit card / bank account, the customer does not suffer loss of interest.

### J.3 Third Party Breach

The following would be considered as Third-party breach where deficiency lies neither with the Bank nor customer but elsewhere in the system:

- a) Application frauds.
- b) Account takeover.
- c) Skimming/cloning.
- d) External frauds/compromise of other systems for e.g ATMs/mail servers etc. compromised.

### J.4 Rights & Obligations Of The Customer

- a) **Customer is entitled to:** 
  - i. SMS alerts on valid registered mobile number for all financial electronic debit transactions;
  - ii. Register complaint through the modes specified in this document;
  - iii. Intimation at valid registered email with complaint number and date & time of complaint in response to email by the customer.
  - iv. Receive compensation in line with this policy document where applicable. This would include getting shadow credit within 10 working days from reporting date

and final credit within 90 days of reporting date subject to customer fulfilling obligations detailed herein and with customer liability being limited as specified in clause 6.4;

### b) Customer is bound by following obligations with respect to banking activities:

- i. Customer shall mandatorily register valid mobile number with the Bank.
- ii. Customer shall regularly update his /her registered contact details as soon as such details are changed. Bank will only reach out to customer at the last known email/ mobile number. Any failure of customer to update the Bank with changes shall be considered as customer negligence. Any unauthorized transaction arising out of this delay shall be treated as customer liability.
- iii. Customer should provide all necessary documentation customer dispute form, proof of transaction success/ failure and should also file a police complaint and provide copy of the same to the Bank.
- iv. Customer should co-operate with the Bank's investigating team and provide all assistance.
- v. Customer must not share sensitive information (such as Debit/Credit Card details & PIN, CVV, Net-Banking Id & password, OTP, transaction PIN, challenge questions) with any entity, including bank staff.
- vi. Customer must protect his/her device as per best practices specified on the Bank's website, including but not limited to updating of latest antivirus software on the device.

(Device includes smart phone, feature phone, laptop, desktop and Tab)

- vii. Customer shall abide by the tips and safeguards mentioned on the Bank's website on Secured Banking available at https://www.almoraurbanbank.com.
- viii. Customer shall go through various instructions and awareness communication sent by the bank on secured banking
- ix. Customer must set transaction limits within the overall limit defined by bank to ensure minimized exposure.
- x. Customer must verify transaction details from time to time in his/her bank statement and raise query with the bank as soon as possible in case of any mismatch.

### J.5 Proof of Customer Liability:

The Bank has a process of second factor authentication for electronic transactions, as regulated by the Reserve Bank of India. Bank has onus to prove that all logs / proofs /reports for confirming two factor authentications is available. Any unauthorized electronic banking transaction which has been processed post second factor authentication known only to the customer would be considered as sufficient proof of customer's involvement / consent in effecting the transaction.

## K. DISCLOSURE OF INFORMATION:

The Cardholder must disclose all the information that the bank deems necessary, as and when requested by the Bank. If the cardholder refuses to furnish the information or provides incorrect information, the bank at sole discretion may refuse renewal of the card or cancel the card forthwith. The Bank reserves the right to exchange, share or disclose the information relating to the cardholder's details, account history to other institutes as may be necessary. The Cardholder hereby acknowledges that, if he/she fails to pay, any due amount on card, the Bank will have absolute right to publish the details of such defaulters in such manner and through such media as Almora Bank may think fit.

# L. DATA PRIVACY AND SECURITY

Almora Bank shall take all reasonable steps to ensure the privacy and security of customer data, including transactional and personal information. However, the cardholder acknowledges that despite these efforts, no system can be fully immune to breaches, and Almora Bank shall not be liable for any unauthorized access, loss, or misuse of data, unless such breach is directly attributable to the bank's gross negligence. The bank may disclose customer data to regulators or third parties as required by law or as necessary for fraud prevention and security measures, without liability for any claims arising from such disclosure.

### M. STATEMENT AND RECORDS:

The records of card transactions will be available on the account statement issued by the Bank and/or account passbook which the customer shall get updated. The cardholder can also get the details of his/her transaction online via utilising Internet banking facility (View Only) offered by Almora Bank. Almora Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

### N. NOTIFICATION OF CHANGES:

Almora Bank shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. Almora Bank may communicate the amended Terms by hosting the same on the Almora Bank's website or in any other manner as decided by Almora Bank from time to time. The Customer shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on Almora Bank's website www.almoraurbanbank.com. Any change in the Terms and Conditions shall be communicated to the Card Member, in the manner as aforesaid.

### O. **DISPUTES**:

- If cardholder comes up with any disagreement in respect of an applicable charge indicated in the account statement or as otherwise determined by the customer, the bank shall make bonafide and reasonable efforts to resolve the issue within two months of the receipt of notice of disagreement. If after such efforts Almora Bank determines that the charge is incorrect, it shall communicate the same to the Cardholder.
- 2. In case of purchase transactions, a receipt with the signature of the Cardholder along with the Card number noted thereon shall be conclusive evidence between Almora Bank and the Cardholder as to the extent of the liability incurred by the Cardholder. It is not mandatory on the bank to ensure that the Cardholder has received the goods purchased/availed of the service to his/her satisfaction.
- 3. The Bank shall not be responsible for the rejection by any establishment to honour the Card whether due to technical or any other reason.
- 4. This agreement will be construed in accordance with and governed by the laws of India. All disputes are subject to the exclusive jurisdiction of the Courts of Almora City, India irrespective of whether any other court may have concurrent jurisdiction in the matter.
- 5. The Cardholder shall bare all the costs associated with the collection of dues, legal expenses or where legal resources have been utilized in the resolution of a dispute.

### P. OTHER IMPORTANT CONDITIONS GOVERNING THE TRANSACTIONS:

- **1.** It is Cardholder's responsibility that he/she shall inform the Bank in writing of any change in his/her employment and/or office or residential address and telephone numbers.
- 2. Any notice given by Almora Bank by post will be deemed to have been received by the Cardholder within 7 days of posting to the Cardholder's address last notified in writing to the bank or, where specifically requested.
- **3.** The card service is intended for withdrawals/purchases against the balance in the designated account. It is the cardholder's responsibility to keep a sufficient balance in the designated account to cover withdrawals and service charges.
- **4.** The Bank reserves the right to add, eliminate and/or alter any of the terms and conditions, policies, features and facilities as needed, without providing a justification. The cardholder may be notified of any such changes accordingly.
- 5. The Bank may, in its sole discretion, reject any card application without providing any justification. Fees charged (if any) for the use of the Card are not refundable under any circumstances.
- **6.** If cardholder draws an excess amount out of available balance in account or overdraft the limit permitted by the Almora Bank due to any technical issues arising in the system, the cardholder will be liable to repay the entire amount along with interest and penalties as per the rate decided by the Bank.

- **7.** The cardholder shall not hold the Bank responsible for the quality of goods and services provided on card by the third parties such as discounts, cash-back offers etc. Almora Bank will not be responsible for deficient or unsatisfactory services provided by third parties.
- **8.** All the decision taken by the Bank in respect of Debit card shall be binding on the cardholder in all respect.
- **9.** Bank shall undertake review of transactions and issue of debit cards on half yearly basis. The review shall include, inter-alia, card usage analysis including card not used for long durations (for more than 02 years) and the inherent risks therein by disabling their operations. This might also be followed by destruction of unclaimed cards that are pending at branches for more than 06 months and by disabling their operations.

# Q. FORCE MAJEURE:

Almora Bank shall not be liable for any delays, disruptions, or failures in service caused by events beyond the bank's control, including but not limited to acts of God, natural disasters, civil disturbances, system failures, or regulatory actions. In the event of a force majeure event, the bank shall take reasonable steps to restore services promptly. However, the bank shall not be liable for any direct, indirect, or consequential losses arising from such events, and any liability of the bank shall be limited to the correction of the transaction upon resumption of normal operations.

### R. <u>COMPLIANCE</u>

The report of unauthorized electronic banking transactions and actions taken there on shall be reviewed accordingly. The Board of Directors has powers to make changes in the Policy from time to time.

### **Regulatory Reporting and Compliance**

Almora Bank shall comply with all regulatory reporting requirements related to fraud, cyberattacks, and unauthorized transactions. The cardholder agrees that Almora Bank shall not be liable for any action taken in compliance with its regulatory obligations, including but not limited to reporting to the Reserve Bank of India or other authorities. The bank reserves the right to disclose relevant transaction and account details to authorities as required by law without seeking the cardholder's prior consent.

### **Cybersecurity Compliance**

Almora Bank implements industry-standard cybersecurity measures to protect its digital systems, including the systems that handle debit card transactions. However, Almora Bank shall not be liable for any loss or damage arising from external cyber-attacks, hacking, malware, or any unauthorized access to the cardholder's data, unless it is directly attributable to the bank's gross negligence. The cardholder is responsible for maintaining secure access to their online banking credentials and ensuring their devices are free from malware or other vulnerabilities.

# S. INDEMNITY:

The Cardholder agrees to indemnify the Bank against all claims, losses, or damages resulting from;

The Cardholder agrees to indemnify and hold harmless Almora Urban Co-operative Bank Ltd. ("Almora Bank"), its directors, officers, employees, agents, and affiliates from any claims, liabilities, losses, damages, or expenses (including legal fees) arising from:

### 1. Misuse or Unauthorized Use:

Any misuse, unauthorized use, or fraudulent activity involving the debit card, PIN, OTP, or any security feature, whether by the cardholder or third parties, resulting from the cardholder's failure to safeguard these credentials or report their loss in a timely manner.

## 2. Breach of Terms:

Any breach of the terms and conditions of this agreement, including non-compliance with applicable laws, regulations, or directives issued by regulatory authorities such as the Reserve Bank of India (RBI).

## 3. Third-Party Claims:

Any claims arising from the cardholder's use of the debit card in violation of legal or regulatory frameworks, including but not limited to anti-money laundering (AML) laws, KYC obligations, or foreign exchange regulations.

## 4. Unforeseen Events:

Almora Bank shall not be liable for delays, disruptions, or losses caused by events beyond its control, such as technical failures, system outages, natural disasters, strikes, or regulatory actions. The bank's liability is limited to correcting any errors resulting from such events, provided they were caused by the bank's gross negligence.

### 5. Third-Party Service Providers:

Almora Bank shall not be liable for any issues arising from the actions or failures of third-party service providers engaged to facilitate debit card services.

### 6. Limitation of Liability:

Almora Bank's liability for any claims arising from the use of the debit card is limited to the value of the disputed transaction and only in cases of proven gross negligence. The bank shall not be responsible for indirect, incidental, or consequential damages, including loss of profits or reputation.

### T. GRIVEANCE REDRESSAL & COMPENSATION FRAMEWORK:

### 1) Grievance redressal & escalation process:

- i) If a customer experiences any issues, disputes, or grievances related to debit card transactions or any service provided by Almora Urban Co-operative Bank Ltd., they may report the issue through the following modes:
  - a) Customer Care Centre: Contact the 24/7 helpline at 05946-286300.
  - b) Email: Send an email to <u>atm@almoraurbanbank.com</u> from registered email id.
  - c) Branch Visit: Personally visit the home branch during working hours.

- ii) Complaints should include relevant details, such as the transaction date, amount, location, and nature of the grievance.
- iii) Upon receipt of the complaint, the Bank shall acknowledge it within 2 working days and aim to resolve it within 30 days.
- **2)** Specific TAT (Turnaround Time) is assigned to resolve customer grievances. The Bank will adhere to the TAT mechanism for failed or disputed transactions.
- i) Failed ATM (domestic) transactions due to technical or system errors will be resolved and the customer's account credited within 5 working days from the date of the complaint subject to positive response from the acquirer.
- ii) For failed transactions at POS terminals or during online purchases, the customer's account will be credited within 15 working days from the date of the complaint subject to positive response from the acquirer.
- iii) In cases where the Bank fails to credit the customer's account within the specified TAT, the acquirer bank will compensate the customer at the rate of ₹100 per day of delay until the issue is resolved.
- iv) Customers will receive status updates on their complaints through SMS, email, or any other communication mode as registered with the Bank.
- **3)** For the General disputes (disputes which are not related to failed or unauthorised transactions) such as incorrect debits, discrepancies in account statements, merchant disputes etc. the customer must report the issue within 60 days from the date of the transaction or statement. The Bank will make all reasonable efforts to resolve such disputes within 30 days of receiving the complaint. The customer may be required to provide supporting documents (e.g., receipts, statements, correspondence) to facilitate the resolution process.
- 4) If the customer is not satisfied with the resolution, they can escalate the matter to higher authorities within the Bank or to the Banking Ombudsman as per applicable guidelines.

# U. <u>TERMINATION:</u>

- 1. The Almora Bank reserves the absolute right to cancel/withdraw the card or any of the other services offered at any time without providing any justification.
- 2. The cardholder specifically acknowledges that once the cardholder closes the account with bank, the cards issued with this account, would automatically stand withdrawn. After the termination of account, cardholder must destroy the debit card and return all additional cards which are linked to this account.
- 3. In case of termination of account or cancellation of card for any reason whatsoever, the cardholder shall remain liable for all charges incurred by the use of the card and all the outstanding/amount due on card.

- 4. The bank shall be entitled to terminate the card facility with immediate effect and the card shall be returned upon the occurrence of any of the following events:
  - i. Failure to comply with the terms and conditions
  - ii. If cardholder made any default in payment
  - iii. On the demise of cardholder
  - iv. Failure to maintain minimum required balance.
  - v. The cardholder becoming the subject of any bankruptcy, insolvency proceedings or proceedings of a similar nature.
- 5. Almora Bank shall make reasonable efforts to notify cardholders of their card's impending expiry through registered contact details. However, the bank shall not be liable for any failure in notification if the cardholder has not provided updated contact information. Upon expiry of the card, the bank may issue a new card at its discretion, and the cardholder remains responsible for collecting the renewed card. Almora Bank shall not be liable for any interruptions in service due to the cardholder's failure to collect or activate the renewed card.
- Cardholders may block their card by sending SMS through their own mobile number registered at bank for card operations on 8750587505 by typing BLOCK<space>CompleteAccountNumber. Successful deactivation SMS will be sent by bank in response. Moreover, cardholder might get the above done by visiting his respective branch or by contacting on card related helpline number- 05946-286300.