

## GENERAL TERMS AND CONDITIONS FOR USING ERNAKULAM DISTRICT CO-OPERATIVE BANK ATM CARD

### Terms Used In The Document:

Bank refers to the "ERNAKULAM DISTRICT CO-OPERATIVE BANK LIMITED" a banking company incorporated under the Kerala Co-operative Societies Act and having registered office at Kakkanaad, Kochi - 30

**ATM Card** refers to the ATM card issued by the ERNAKULAM DISTRICT CO-OPERATIVE BANK LIMITED.

- the expressions 'you', 'your' and 'Cardholder' means the person on whose application a Card, as defined below, has been issued by us and whose name may appear on the Card;
  - the expression 'your Card' 'Card' means the ATM Card issued by us to you and;
  - the expression 'we', 'our', 'us' and 'The Bank' means ERNAKULAM DISTRICT CO-OPERATIVE BANK LIMITED
- "EDCB"** - refers to the Ernakulam District Co-operative Bank Limited

**"Cardholder"** - refers to a customer of the Bank authorised to use the EDCB ATM card and in case of a joint account holder(s) include such joint account holder(s).

**"Account"** - refers to the Cardholder's Savings and / or Current Account and / or any other type of account authorised by the Bank to be eligible account to operate through the use of the ATM Card.

**"Facility"** - means the ATM card facility provided to a Cardholder by the Bank.

**"Business Day"** - the day when the banks are open for customer services;

**"Application"** - an application on official form of the Bank submitted by the Customer to the Bank for issuance of the Card to the person indicated by the Client

**"ATM"** - Automated teller machine, automatic cash dispenser;

**"PIN"** - a personal secret identification number given to the Cardholder by the Bank known only to the Cardholder and considered to represent the signature of the Cardholder in ATMs and payment terminals;

**"Amendments and Changes"** - amendments and/or changes in the Bank's service procedures, the present General Terms and Conditions and/or the charges, fees made by the Bank.

**"Force Majeure"** - circumstances that have arisen or result from force majeure, including but not limited to the following events or conditions: local or foreign institutions legislation, revolutions, strikes, warfare, natural disasters, acts of terrorism, black-outs, termination of the Bank's operations as a result of fire, interruptions of post operations or electronic data transmission equipment or other electronic means of communication;

### I. Validity:

- The ATM Card is valid in India Only.
- The ATM Card is valid up to midnight on the last working day of the month indicated.
- The ATM card is acceptable at any of the ATM outlet of the EDCB as well as the ATM outlets of other banks with whom the EDCB may have tie up from time to time

### II. Rules and Regulations:

- The issue and usage of the ATM Card shall be in accordance with the Reserve Bank of India (RBI) regulations.
- Non-compliance of these Regulations shall make the Cardholder liable for legal actions. In such event, the Cardholder may be debarred, either by the Bank and / or the RBI, from holding/using the ATM Card.
- The Cardholder when going abroad, for employment or on emigration shall surrender his ATM card to the Authorised official of the branch.
- In case of multiple accounts the Bank reserves the right to decide on the number of accounts of customer, which may be linked to his/her Account with the Bank.

### III. Cardholder's Responsibilities:

- The Cardholder will sign the ATM Card immediately upon the receipt of the same.
- The ATM Card shall remain in the Cardholder's possession and shall not be handed over to anyone else.
- The Personal Identification Number (PIN) shall remain a secret known only to the cardholder.
- Any person other than the Cardholder can in an unauthorised manner gain access to ATM services if he gains possessions of the ATM card and PIN. The ATM card is issued on the condition that the bank bears no liability for the unauthorised use of ATM cards. The responsibility lies fully with the cardholder.
- The ATM Card is the property of the Bank and is required to be returned unconditionally and immediately to the Bank upon request by the Bank.
- The Cardholder shall immediately notify the ATM Card-issuing branch if the ATM Card is lost/stolen or the PIN is forgotten or accidentally divulged.
- Any financial loss arising out of unauthorised use of the ATM Card till such time as the Bank receives notice of loss of ATM Card will be to the Cardholder's account.
- In lieu of a lost ATM Card a fresh ATM Card will be issued as per the fees fixed by the bank from time to time.
- The Bank has the absolute discretion to amend or supplement any of the terms and conditions of use of the ATM Card at any given time or to introduce any new services for the ATM Card.
- If the correct PIN-code has been used when conducting a Transaction, the Bank shall be entitled to presume that the person having used the PIN-code has acted according to the will of the Cardholder, even if the person having used the correct PIN-code has not been the Cardholder.
- The Client shall be fully liable for the ATM Card Transactions conducted by a third person who has had access to the ATM Card, if the Cardholder has given the ATM Card to a third person and / or disclosed the PIN-code to a third person; the Cardholder has lost the ATM Card due to obvious negligence;

the ATM Card has been lost in any other manner and the loss has not been reported according to the General Terms and Conditions as set forth herein

### IV. Usage of ATM Card

- Use of the ATM Card/Facility is subject to the availability of funds in the Cardholder's ATM linked Account with the Bank.
- The transaction record generated by the Bank will be conclusive and binding on the Cardholder unless verified otherwise and corrected by the Bank. The verified and corrected amount will be binding on the Cardholder.
- The Bank reserves the right to cancel the ATM Card and stop its use at any time.
- A Cardholder shall be permitted to withdraw cash upto the maximum amount per day, as prescribed by the Bank from time to time.
- In case of joint accounts where ATM Card(s) issued to a joint account holder, the other joint account holder shall expressly agree with and give his/her consent on the application form for the issue of such ATM Card(s). In case any joint account holder(s) gives 'stop transactions' instructions to the Bank in respect of operations through the ATM Card(s) on any of the Accounts held jointly by them, no transaction shall thereafter be allowed on such ATM Card.
- The ATM Card is not transferable. Customers shall be sent computer generated (secret) PIN that will enable them to use the ATM terminals. The PIN is confidential and restricts use of the ATM Card to the authorised user only.
- The Cardholder is required to specify the account through which his/her transactions with respect to the ATM Card is to be routed. This account will be designated as the ATM Linked Account. Availability of the ATM facility and / or acceptability of the ATM Card at the terminals are subject to the funds available/continuation of the ATM linked account, unless alternative prior arrangement as mentioned by the Cardholder.
- The Bank has the express authority to debit the account(s) linked with the ATM Card for the value of all services, cash, fee and other charges affected by the use of the ATM Card.
- The Cardholder expressly authorises the Bank to debit the designated account(s) with the service and other charges from time to time
- The Bank may at its absolute discretion amend the terms and conditions governing the usage of the ATM Card
- The Bank may at any time introduce a fee / charge payable by the Cardholder for this Facility
- The ATM Card is owned by the Bank. It is not permitted to damage, modify or reproduce the ATM Card. Only the person whose name and signature appear on the ATM Card shall be entitled to use it.
- The Cardholder shall use the PIN-code according to the General Terms and Conditions. When operating the Card in ATMs, the instructions given by the machine have to be precisely followed. After three successive incorrect entries of the PIN-code the ATM card will get deactivated thereafter you will be required to contact your Branch for further assistance.
- The Cardholder shall take due care to prevent the Card from coming in possession of a third person and not to disclose the PIN-code to a third person. The Cardholder shall carefully hold the Card and keep it separately from the PIN.
- If an attempt is made to use the Card against the terms and conditions of usage of the Card, the Bank shall have the right to confiscate the Card. If the Cardholder has breached the General Terms and Conditions, the Bank shall be entitled to debit the Account with a confiscation fee as stated in the fees schedule.
- The Card must not be used, if the Bank has blocked it or if it has expired.
- Any claims concerning Card Transactions shall be presented to the Bank immediately, but in any case not later than within fifty days from the day of Transaction. In case of a groundless claim the Bank shall be entitled to debit the Account for any costs arising from the control inquiry. The claim shall be presented in writing.
- If the Card has been damaged, the Client shall be entitled to submit an application to the Bank for issuing a duplicate.
- Cardholder may not assign, convey, subcontract, sell or transfer any of your rights or obligations with regard to the Card.

### V. Usage of ATMs.

- The ATM Card can be used with the help of a confidential PIN at the ATM locations mentioned in Clause I hereof. The Cardholder must ensure that the PIN is received by him/her in a sealed envelope. The Cardholder is responsible for maintaining the confidentiality of the PIN
- For all the cash and cheque deposits, the receipt produced by the ATM shall be binding on the Cardholder
- The ATM Card is acceptable at Bank's own network of ATMs and as well as the ATM outlets of other banks with whom the EDCB may have tie up from time to time
- There will be separate service charges for use of the ATM Card at the ATM Machine of 'Other Banks' with whom EDCB has tie up arrangements. The Bank will announce such charges from time to time.
- You agree to act responsibly with regard to the ATM and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the systems and integrity.

### VI. Termination:

- The Bank has the express authority to discontinue this facility

at any time and consequently cancelling the ATM Card with or without assigning any reason.

- The Bank reserve the right to disclose Cardholder information if called upon to do so by any court of competent jurisdiction, law enforcement agencies and any other wing of Central Government or State Government or the like
- The Cardholder may discontinue this service at any time by giving a 10 (ten) days written notice to the Bank surrendering the ATM Card, which shall be destroyed as per the Bank procedures. The Bank reserves the right to recover any charges that may be due in lieu of prior usage of the Card.

### VII. ATM Deposits :

For all cash /cheque deposit transactions, cheque book request, account statement request made by usage of cards at the Bank's ATM, the cardholder agrees that such deposits, requests, will be subject to verification by two officials of the bank and such verification will be binding on the customer/cardholder. The same will be processed normally on the next working day.

### VIII. Liability of the Customer and the Bank:

- The Cardholder shall be liable for all loss and/or damage caused to the Bank from unauthorised transactions and/or breach of these terms and conditions through use of the ATM Card including but not limited to the following
  - Disclosing or failing to take all reasonable steps to prevent disclosure of PIN to anyone including Bank staff
  - Not advising the bank within a reasonable time about an incorrect or fallacious transaction
  - Loss or misplacement of the ATM Card
  - If the Card is declared lost and is found, it shall no longer be used unless the Bank has released the blocked Card on the basis of an application. Alternatively the Bank may replace the Card by a new one. If the Card is replaced, the Bank shall be entitled to debit the Account for the replacement fee.
  - The Bank shall not be liable for any indirect loss or damage incurred by the cardholder due to blocking of the Card as a result of incorrect information provided to the Bank.
  - The Bank shall be entitled to block the Card if the Cardholder has failed to duly perform the contractual obligations
- Notwithstanding anything contained in these terms and conditions, it is clearly understood that the Bank shall not be liable for any direct or indirect, general or special loss/damage whatsoever incurred or suffered and/or claim to be incurred or suffered by any Cardholder due to any act performed by the Bank in providing the Facility and without prejudice to any of the following:
  - Error(s) in ATM terminal
  - Any mistake or Inaccuracies in any details disclosed to a Cardholder by the Bank;
  - Handing over of the Bank Card by the Cardholder to anybody else other than the designated employee of the Bank
  - Non-acceptance of the ATM Card for any reason by a Cardholder
  - Malfunctioning of the ATM at any time
  - Due to any terminal error or failure in communication link, any adjustments, refunds etc. will be processed manually and credited after due verification. The Cardholder agrees that any debits received during this time will be honoured based only on the available balance in the accounts without taking into account of the said adjustments, refunds etc.
  - The Bank shall not be liable for any loss or damage caused to the cardholder by circumstances beyond the Bank's control nor for immediate or indirect loss or damage due to disturbances in system or due to the Cardholder's inability to use the funds in the Account according to his/her wishes.

### IX. Operating Limits & Fees.

- We reserve the right to, from time to time, revise the fee schedule and will notify you accordingly. You will be charged as per the applicable rates.
- The Cardholder shall maintain a minimum balance of Rs. 500/- in the ATM linked account failing which is chargeable.
- The Cardholder will not be allowed to withdraw from ATM, if the balance fall below Rs. 250/- in the ATM linked account.
- The cardholder is restricted to five withdrawals per day, subject to a total withdrawal limit of Rs. 15,000/-
- The Mini-statements generated from the ATM will contain only last five transactions.
- The denomination available shall be for 100's and 500's of INR and the same is subject to changes.
- Usage of other Bank ATMs with which EDCB may have arrangements is subject to additional charges.
- For Cheque deposits, which are returned due to insufficient funds, a return fee will be charged as per the Bank Rules.

### X. Indemnity

The Cardholder hereby indemnifies and holds the Bank harmless against all actions claims, demands, proceedings, damage, costs, charges and expenses

whatsoever (including between Attorney and Client) that the Bank may at any time sustain, suffer or put to as a consequence of:

- Breach of any obligation of the Cardholder specified herein;
- The Bank in good faith taking or refusing to take or omitting to take action on any instruction given by the Cardholder
- Negligence or mistake of the Cardholder
- Non-compliance by Cardholder with any statutory Regulations issued by the RBI from time to time
- Misuse of a lost or stolen Card

### XI. Force Majeure

Upon setting in of Force Majeure circumstances the Bank shall have the right to discontinue or scaled down its operations until the after-effects of the Force Majeure condition has been eliminated. The Bank shall not be liable for any losses caused by Force Majeure circumstances.

### XII. Amendments to General Terms and Conditions and fees

At any time, the Bank shall have the right unilaterally to amend and change its services procedures, the General Terms and Conditions and/or the charges/fees.

### XIII. Availability.

Although considerable effort is expended to make our operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that the bank will not be responsible for temporary interruptions in service due to maintenance, changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of natures, labour disputes and armed conflicts.

### XIV. Privacy Policy.

We may disclose information to third parties about your account or the transfers you make:

- Where it is necessary to service your account, or
- In order to verify the existence and condition of your account for an authority.
- For security purposes, fraud deterrence, and when necessary to prevent identity theft, or
- In order to comply with government agency or court subpoenas and/or orders, or
- If you give us your written permission, or in accordance with Privacy Policy.

### XV. Severability.

The invalidity of any provision of this Agreement shall not affect the validity of other provisions.

### XVI. ACTIVATION.

By Activating your Card, you acknowledge and agree that:

- You have read and agree to this Cardholder Agreement Terms and Conditions.
- You acknowledge the Card Privacy Policy.
- You consent to receive disclosures in electronic form in connection with your request for a Card.

### XVII. Notices

The Bank and the Cardholder may give notice(s) under these terms and conditions as follows:

- The Bank may give notice(s) in writing by delivering them by hand or by sending them by post to the last address given by the Cardholder on Bank's record
- The Cardholder shall give notice(s) to the Bank at
  - The Bank's branch in which the Cardholder's ATM linked account is maintained and The address mentioned below  
THE ERNAKULAM DISTRICT CO-OPERATIVE BANK LIMITED, Kakkanaad, Kochi - 30
  - Any notice to the Bank for a lost, misplaced or stolen ATM Card may be hand delivered or send by registered mail to the address mentioned above.

### XVIII. Governing Law and Dispute Resolution

- The terms and conditions and/or the use of the ATM Card shall be governed by the laws of India. The Cardholder and the Bank agree to submit to the exclusive jurisdiction of the courts located at Kochi, (India) as regards any claim or matter arising out of or in connection with these terms and conditions
- Any dispute or difference arising between the Cardholder and the Bank arising out and/or related to these terms and conditions shall be settled by mutual conciliation/discussions falling which the same shall be proceeded before appropriate legal forum.

## Declaration

I have read and understood the terms and conditions. I accept and agree to be bound by the said terms and conditions and to any changes made therein from time to time.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Applicant's Signature