These Terms and Conditions apply to and regulate the issuance and usage of the Gift Cards issued by the TJSB Sahakari Bank Limited ("**TJSB Bank/Bank**"). These Terms and Conditions (the "**Terms**") shall be in addition to and not in derogation to any other terms as stipulated by TJSB Bank, from time to time.

1. **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:

"Account" shall mean any Savings/Current account with TJSB Bank of the **PPI** (Prepaid Payment Instrument) designated by the buyer/corporate to which all the amounts authorized payable by the cardholder are to be debited;

"Alerts" shall mean the customized messages sent as short message service over mobile phone or as message via electronic mail to the Cardholder based on instructions set or placed by the Cardholder and/ or TJSB Bank;

"Applicable Law" shall mean and include all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority and any modifications or re-enactments thereof;

"Applicant" shall mean (a) the person who makes an application by submitting the Application Form for issuance by TJSB Bank of the Gift Card(s) to the Cardholder, or (b) the Corporate who requests for the issuance of the Gift Card(s) pursuant to any existing arrangement entered into by it with TJSB Bank for issuance of, inter alia, the Gift Card(s);

"Application Form" shall mean the application form duly filled and submitted by the Applicant for issuance of the Gift Card to the Cardholder, including all annexures and mandates thereto;

"Bank" shall mean The TJSB Sahakari Bank Ltd. having its registered office at TJSB House, Plot No. B-5, Road No. 2, Wagle Estate, Thane (W)-400604.

"Card": Card issued by the Bank

"Card Balance" shall mean the balance loaded onto the Gift Card(s), from time to time;

"Card Issuer" stands for Banks which issues Prepaid Gift Card.

"Card Limit" stands for the maximum permissible limit prescribed by the Bank/Regulatory authority in a day for all Online/E-commerce and/or POS Transaction which customer may affect through a Card on any one day or per transaction.

"Cardholder" shall mean the individual to whom the Gift Card(s) has been issued by Corporates / based on the Application Form submitted by the Applicant;

"Card-Not-Present Transaction" stands for a Transaction effected in a merchant environment where the Cardholder and the Card are not physically present at the time of usage. Typical Card-Not-Present transactions include but are not limited to internet-based transactions, or reservations or recurring payments. All transaction for the Virtual Card shall be Card-not-present Transactions.

"Charge" means a charge incurred by the Cardholder for purchase of goods or services on the Card or any other charge as may be included by the Bank / specified shared network (RuPay) / regulatory authority from time to time.

"Corporate" shall mean the body corporate(s) who have entered into an arrangement with TJSB Bank in respect of the issuance to such body corporate's employees/ officers/ associates, certain prepaid cards including without limitation the Gift Cards;

"Customer Care" shall mean the toll-free telephonic customer service facility provided by TJSB Bank to the Cardholders for any Gift Card related queries, which number is set out in the back of the Gift Card;

"E-commerce" means buying or selling of goods and services including digital products over digital & electronic network.

"Gift Card(s)" shall mean the gift card bearing the name 'Gift Card' issued by TJSB Bank to the Cardholders pursuant to these Terms and Conditions;

"KYC Guidelines" shall mean the master direction issued by the Reserve Bank of India titled "Reserve Bank of India (Commercial Banks – Know Your Customer) Directions, 2025" dated November 28, 2025, bearing reference number RBI/DOR/2025-26/169 DOR.AML.REC. No.88/14.01.002/2025-26 (Updated as on December 29, 2025) and all other applicable 'Know Your Customer' directions or guidelines issued by the Reserve Bank of India;

"Merchant" means any person who owns or manages or operates a Merchant Establishment.

"Merchant Establishment" shall mean such physical establishments, located in India, which honor a RuPay card and shall include, among others, stores, shops, restaurants, hotels (whether retailers, distributors or manufacturers).

"OTP" stands for One Time Password, an automatically generated numeric or alphanumeric string of characters that authenticates the customer for a single transaction and for carrying out transactions or availing services securely.

"PIN" stands for a card Personal Identification Number generated by the Cardholder in the Prepaid Mobile Banking app in relation to the use of the Card for online and/or in-store purchases.

"POS Terminal" means the Point of Sale (POS) electronic terminals at Merchant Establishments in India, capable of processing card transactions and at which, the Cardholder can use his Card.

"PPI Master Directions" shall mean the master direction issued by the Reserve Bank of India titled 'Master Direction on Issuance and Operation of Prepaid Payment Instruments' dated October 11, 2017, bearing reference number RBI/ DPSS/ 2017-18/ 58 Master Direction DPSS.CO.PD.No.1164/02.14.006/2017 18 and master direction issued by the Reserve Bank of India titled "Master Directions on Prepaid Payment Instruments (PPIs)" dated August 27, 2021, bearing reference number RBI/DPSS/2021-22/82 CO.DPSS.POLC.No.S-479/02.14.006/2021-22 (Updated as on December 27, 2024).

"Statement" means an E-statement sent by TJSB Bank to Cardholder/s email id setting out the details of the transactions conducted through the Card by Cardholder upon request initiated by Cardholder through Prepaid Mobile Application.

"TJSB Bank Website" refers to https://www.tjsb.bank.in which is owned, operated and maintained by TJSB Bank;

"Transaction(s)" shall mean any transaction(s) (including card-not-present transactions) making payment for purchases made/services availed effected by utilising the Gift Card(s).

"2FA" stands for two factor authentication where User needs two different types of information for performing transaction.

2. APPLICABILITY OF TERMS

2.1 By signing or designating any individual to receive the Card or by any such individual signing, or using or accepting the Card, the individual or Corporate agrees to be bound by the Terms.

2.2 The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by performing a transaction with the Card or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card

3. ISSUANCE OF GIFT CARD

3.1 With respect to the issuance of the Gift Card, the Applicant shall submit the complete Application Form to TJSB Bank and the information/ documents required by TJSB Bank to be submitted along with the Application Form including, without limitation, such information and documents as TJSB Bank may require in respect of the person to whom the Gift Card is required to be issued.

3.2 The Applicant shall, at the time of submitting the Application Form and documents in terms of paragraph 3.1 above, make payment of the amount to be loaded on the Gift Card to be issued to the Cardholder in accordance with the procedure stipulated by TJSB Bank in this regard and Applicable Law (including, without limitation, the PPI Master Directions).

3.3 TJSB Bank may, at its sole discretion and subject to the fulfilment of such terms and conditions and completion of such other formalities that TJSB Bank may specify from time to time, issue the Gift Card to the Cardholder. The Applicant acknowledges and agrees that the issuance of the Gift Card shall be the sole prerogative of TJSB Bank and nothing contained in these Terms and Conditions (including, without limitation, the submission of the Application Form and/ or loading of amounts on to the Gift Card in terms of paragraph 3.2 above) should be construed as obliging TJSB Bank to issue the Gift Card to any Cardholder.

3.4 In the event that the application made by the Applicant is rejected by TJSB Bank, the amounts paid by the Applicant (if any) shall be refunded by TJSB Bank by crediting such amount to the Account from which such payment was effected by in favour of TJSB Bank.

3.5 It is hereby expressly clarified that the provisions of this paragraph 3 shall not be applicable in the event that the Gift Card is being issued by TJSB Bank at the request of any Corporate pursuant to the existing arrangement between the Corporate and TJSB Bank for issuance of, inter alia, the Gift Cards.

4. ACTIVATION OF GIFT CARD

4.1 The Cardholder and the Applicant hereby acknowledge and agree that the Gift Card, as on the date of its issuance, shall be in a de-activated form and any value loaded on the Gift Card shall not be utilisable until the Gift Card is activated in terms hereof.

4.2 For activation of Gift Card, Cardholder has to download the Prepaid Mobile Application through application link provided by bank to cardholder’s email id provided by individual or corporate at the time of Gift Card application.

4.3 Cardholder has to set Personal Identification Number (PIN) for Gift Card assigned to Cardholder. Post setting of PIN, cardholder can utilize the card for purchases.

5. FEATURES OF GIFT CARDS

The Cardholder and the Applicant acknowledge and agree that:

a) The Cardholder can use the Gift Card to make payments at Merchant Establishments;
b) The Gift Card is valid only in India and only with respect to payments required to be made in Indian National Rupees;

c) The Gift Card is strictly not transferable and is the property of TJSB Bank;

d) The facility of balance transfers from one Card Account to another shall not be available;

e) The Cardholder shall be able to use the Gift Card only to the extent of the Card Balance available at any given point of time;

f) No reload option is available in respect of the Gift Card;

g) No cash withdrawal will be allowed on the Gift Card;

h) No interest shall be payable by TJSB Bank on the Card Balance;

6. PERSONAL IDENTIFICATION NUMBER (PIN)

6.1 To enable the cardholder to use the card, cardholder has to set a personal Identification number (PIN) through Prepaid Mobile Application using the "OTP" sent on Cardholder’s registered mobile number. The PIN should be used by the Cardholder for all his future transactions till he changes the PIN again.

6.2 The Cardholder accepts the sole responsibility for use, confidentiality, and protection of the PIN/OTP, as well as for all orders and information changes entered into the Account using such PIN/OTP.

6.3 Under any circumstances the Cardholder should not disclose his PIN to anyone including the Bank officials. The Cardholder shall not record the PIN/OTP in any form to protect the PIN/OTP from falling into the hands of a third party.

6.4 The cardholder shall be solely responsible for the consequences arising out of disclosure of his PIN including any unauthorized use of the card.

6.5 The Cardholder grants express authority to Bank for carrying out transactions and instructions authenticated by the PIN/OTP and shall not revoke the same. Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's PIN/OTP.

6.6 Any instruction given by means of the card and the PIN, whether in conjunction or independently shall be deemed to the instructions given by the Cardholder, and the Bank shall be entitled to assume that those instructions are given by the Cardholder.

6.7 Subject to the provisions stated herein and as specified by Bank from time to time, the Cardholder will not hold Bank liable in case of any improper/ fraudulent/unauthorized /duplicate/erroneous use of the Card and/or the PIN/OTP.

6.8 Bank will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN/OTP coming to the knowledge of any third party.

7. **USAGE OF GIFT CARD**

7.1 The Cardholder shall ensure the following:

a. The Gift Card is kept at a safe place;

b. The Gift Card is not allowed to be used by any other individual;

c. The reverse of the Gift Card is signed immediately upon receipt;

d. The responsibility for any misuse on the Gift Card, once the Gift Card(s) has been delivered to the Cardholder, will rest with the Cardholder and not TJSB Bank.

e. If any third parties gain access to the services, including the Account / Mobile Application, the Cardholder will be solely responsible and shall indemnify Bank against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.

7.2 The Card is acceptable at all Merchant Establishment in India which display the logos of the RuPay Card and which have a POS terminal. The Card is for electronic use only. The Cardholder must key in pin and sign a Sales Slip whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the Sales Slip as per NPCI/ RuPay CARD rules upon card holders, request within 30 days of transaction date, Any Sales Slip not personally signed by the Cardholder, but which can be proved as being authorized by the Cardholder, will be his liability.

7.3 Each time a Cardholder uses the Gift Card to affect a Transaction, the Cardholder acknowledges and agrees that the Card Balance shall stand reduced by the value of the Transaction. The Cardholder acknowledges and agrees that notwithstanding anything to the contrary contained herein, TJSB Bank may, in its absolute discretion, decline to honour any Transaction sought to be effected by utilising the Gift Card despite there being sufficient Card Balance to complete such Transaction, without having to assign any reason thereof.

7.4 The Cardholder acknowledges and agrees that the transaction specific personal identification number (“PIN”) in respect of the Gift Card is required for effecting and authenticating each Transaction on the Gift Card.

7.5 The Cardholder acknowledges and agrees that, at any point in time, TJSB Bank may require the Cardholder to follow other technologies for authenticating Transactions and the Cardholder agrees and undertakes to do all such acts, deeds and things as TJSB Bank may require in this regard.

7.6 The Cardholder is not allowed to exceed the available Card Balance, whether through an individual Transaction or a series of Transactions. The Cardholder acknowledges and agrees that if the Cardholder attempts to effect a Transaction where the amounts payable are in excess of the Card Balance, the Cardholder will not be able to do so. In any event, if, for any reason, a Transaction where the amount exceeds the Card Balance is accepted and consequently results in the creation of a negative Card Balance, the Cardholder shall remain fully liable to TJSB Bank for the amount of such negative Card Balance and shall make payment of the same to TJSB Bank forthwith together with interest at such rates as may be stipulated by TJSB Bank, from time to time, from the date of the creation of the negative Card Balance till the date of actual payment of such monies.

7.7 The Bank will not accept responsibility for any dealing the Cardholder may have with the Merchant including but not limited to the supply of goods and services. Should the Cardholder have any complaints concerning any Merchant Establishment, the matter should be resolved by the Cardholder with the Merchant Establishment and failure to do so will not relieve him from any obligations to the Bank. However, the Cardholder should notify the Bank of this complaint immediately for action by the bank as NPC| / RuPay CARD rules.

7.8 The Bank accepts no responsibility for any surcharge levied by any Merchant establishment and debited to the cardholders account with the transaction amount.

7.9 Any charge or other payment requisition received from a Merchant Establishment by the Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred of the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition except where the Card has been lost or stolen and such less was duly reported to the police and intimated to the Bank.

7.10 If any Cardholder claims that the card was used fraudulently, the burden of proof of fraud lies with the Cardholder. The Bank does not undertake any responsibility of any loss if incurred by the Cardholder on account of such fraudulent usage.

7.11 In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the earlier sales receipt must be cancelled by the Merchant, and a copy of the receipt for cancelation transaction must be retained by the Cardholder. Reversal / debits due to such Transactions will be processed manually. It is necessary for the Cardholder to produce the sales receipts for the cancellation transaction for effecting the reversals.

7.12 All refunds and adjustments due to any merchant/ device error or error in the communication link will be processed manually and the Account will be credited after due verification and in accordance with the relevant card network rules and regulations as applicable. The Cardholder agrees that any debits received during this time will be honored only based on the available balance in the Gift Card without considering this refund.

7.13 The card should not be used for any mail order/phone order except internet purchases (ecommerce transaction) and any such usage which will be considered to be unauthorized and the Cardholder will be solely responsible for all such transactions.

7.14 Information concerning the Gift Card, including the Card Balance and Gift Card history can be viewed through application after due log-in or accessed by calling/writing to the Customer Service Centre details whereof will be available at the back of the Gift Card.

7.15 TJSB Bank shall not in any manner be responsible for any disputes regarding goods and services received by the Cardholder including the quality, value warranty, delay of delivery, non-delivery, non-receipt of any goods or services. It must be clearly understood that the Gift Card is only a facility to the Cardholder to avail facilities and TJSB Bank holds out no warranty or makes no representation about quality, quantity, value, delivery or otherwise, howsoever regarding goods or services, and any such disputes should be resolved by the Cardholder with the merchant directly.

8. LOST OR STOLEN GIFT CARD

8.1 If the Gift Card is lost or stolen, the Cardholder must immediately report such loss/ theft over the telephone to the **Customer Care Support Number (1800103466 / 18002663466).**

8.2 If a Card is lost or stolen, the Cardholder must file report with the local police and send a copy of the same to the Bank. The Cardholder will be liable for all charges incurred on the Card until the Card is blocked permanently / cancelled.

8.3 The Cardholder may report a Card loss over the telephone on the above given numbers or by way of written communication by email to the Bank on response@tjsb.co.in . The Bank upon adequate verification will temporarily suspend the Card, and will subsequently block / cancel the card during working hours on a working day following the receipt of such intimation.

8.4 Once a Card is reported lost or stolen and is subsequently found, the same must be destroyed by cutting it in half diagonally.

8.5 Cardholder is responsible for the security of the Card. He shall take all steps to keep the card safely. Cardholder is wholly liable for all transactions prior to reporting of loss of the card.

8.6 Further, in the event, Bank determines that the steps taken by the cardholder for safekeeping of the card are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder.

8.7 The Bank shall not be liable for any loss by the misuse of the card for any type of transactions (Online and/or Physical) & the Cardholder is liable for all charges incurred on the Card prior to the Card being reported as lost/stolen or hot listed.

9. SURRENDER / REPLACEMENT OF THE GIFT CARD

9.1 The Cardholder acknowledges and agrees that TJSB Bank shall be entitled to demand the surrender of the Gift Card at any time, including at a time prior to the expiry of the validity period of such Gift Card. The Cardholder shall, forthwith upon such demand being made, surrender the relevant Gift Card in accordance with the instructions provided by TJSB Bank in this regard.

9.2 In the event of death of any Cardholder, TJSB Bank shall cancel/close the Gift Card upon being informed of the same.

9.3 In the event of lost / stolen / damage of Gift Card, the Replacement Card will be issued to the Cardholder subject to a request for such issue is made by the Corporate or Individual.

9.4 The Replacement card will be issued subject to the tenure of the card being still live and money being available on the card.

9.5 Card broken / damage while in use or otherwise or lost however, will be replaced at the request of the card holder, at a cost decided by the Bank from time to time.

9.6 Subject to the forgoing provisions, the Cardholder will not hold the Bank liable in case of improper / fraudulent / unauthorized / erroneous use of the Card or through a duplicate card and/or the PIN in the event of the Card falling in the hands of or through the PIN coming to the knowledge of any third party.

10. VALIDITY

10.1 The validity of the Card is printed on the Card. The Card is valid through to the last date of the month of expiry.

10.2 Subject to Paragraph 10.3 below, the Gift Cards is valid up to one year from the date of issuance of the Card or such other period as may be prescribed under the Applicable Law from time to time.

10.3 Notwithstanding anything to the contrary contained herein, TJSB Bank shall be entitled to, at any time, with or without notice to the Cardholder and/ or the Applicant, at its absolute discretion, terminate / de-activate the Gift Card.

10.4 The Cardholder agrees to surrender the Gift Card to TJSB Bank or its representative, upon being requested to do so and shall not use or attempt to use the Gift Card after termination / de-activation of such Gift Card.

10.5 The Cardholder may, at any point of time, request for deactivation of the Gift Card by contacting Customer Care, TJSB Bank on such deactivation request/ expiry provided that such transfer shall be effected in the manner and subject to Applicable Law and TJSB Bank’s internal policies and procedures.

10.6 The Cardholder agrees and confirms that any unclaimed balance amount will be transferred to the Depositor Education and Awareness Fund Scheme as per Reserve Bank of India guideline.

11. STATEMENTS AND RECORDS

11.1 All records maintained by TJSB Bank, whether in electronic or documentary form, in respect of the Gift Card / Transactions (including, without limitation, details of the payments made or received pursuant to these Terms and Conditions), shall as against the Cardholder and the Applicant, be deemed to be conclusive evidence.

11.2 TJSB Bank shall not be liable to provide copies of the Transaction slips and/ or any statements in respect of the Gift Card to any Cardholder with respect to any Transaction and the Cardholder will only receive Alerts through short message service on the mobile number provided by the corporate / individual at the time of issuance of Gift Card with TJSB Bank/ electronic mails on the e-mail address provided by the corporates / individuals with TJSB Bank.

11.3 The Cardholder hereby agrees to not receive the physical statements being sent to the Cardholder in respect of the Gift Cards and that statements in respect of the Gift Card will be provided by TJSB Bank on the e-mail address provided by the corporates / individuals with TJSB Bank. The Cardholder understands that the e-mail statements are for the Cardholder’s convenience. TJSB Bank shall not be liable or responsible for any breach of secrecy because the statements are being sent to the provided email ID. The Cardholder shall verify the authenticity of the electronic mails received.

11.4 The Cardholder and/ or the Applicant shall not hold TJSB Bank responsible for any statement received from frauds/imposters. The Cardholder and/ or the Applicant shall not hold TJSB Bank liable if any problem arises with the Cardholder’s computer network because of receiving statements from TJSB Bank. The Cardholder shall inform TJSB Bank in writing if there is any change in the information given to TJSB Bank. TJSB Bank shall not be responsible if the Cardholder does not receive statement due to incorrect email address and technical reasons.

11.5 The Cardholder should inform the Bank in writing within 7 working days from the date of transaction if any irregularities or discrepancies exist in the Transactions/particulars of the Account. If the Bank does not receive any information to the contrary within 7 working days, the Bank would assume the Account Statement and the Transactions recorded therein are correct.

12. INDEMNITY

12.1 In consideration of TJSB Bank providing the Cardholder with the Gift Card, the Cardholder and the Applicant hereby expressly and unequivocally agree to indemnify, save, defend and hold harmless, TJSB Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives indemnified from and against all actions, claims, suits, demands, proceedings, losses, damages, personal injury, costs, charges and expenses of any nature whatsoever which TJSB Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives may, at any time, incur, sustain, suffer or be put to incur, sustain or suffer, as a consequence of, or by reason of or arising out of provision of the Gift Cards including, without limitation, in the following cases:

a) the negligence, mistake or misconduct of the Cardholder and/ or the Applicant;

b) breach or non-compliance by the Cardholder and/ or the Applicant of these Terms and Conditions or any Applicable Law;

c) any claim made or proceeding commenced by any third party against TJSB Bank, in relation to or in connection with the issuance/ usage of the Gift Card and/ or any Transaction;

d) any action taken or omitted to be taken by TJSB Bank, its officers, employees or agents, on the instructions of the Cardholder and/ or the Applicant; and/ or

e) fraud or dishonesty relating to any Transaction by the Cardholder.

13. EXCLUSION FROM LIABILITY

13.1 In consideration of Bank providing the Cardholder with the facility of Card, the Cardholder and the Corporate hereby agrees to indemnify and keep TJSB Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which TJSB Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of TJSB Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or noncompliance of the rules/ Terms relating to the Card and the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents.

13.2 The Cardholder agrees to indemnify bank for any machine / mechanical error / infrastructure failure. The Cardholder shall also indemnify TJSB Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card.

13.3 Without prejudice to the foregoing, TJSB Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of:

a) Any defect in quality of goods or services supplied.

b) The refusal of any person to honor to accept a Card

c) The malfunction of any E-commerce/ POS terminal

d) Effecting Transaction instructions other than by a Cardholder

e) Handing over of the Card by the Cardholder to anybody other than the designated employees of TJSB Bank at TJSB Bank's premises

f) The exercise by TJSB Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by TJSB Bank or by any person or computer terminal

g) The exercise by TJSB Bank of its right to terminate any Card

h) Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Card

i) Any misstatement, misrepresentation, error or omission in any details disclosed by TJSB Bank except as otherwise required by law, if TJSB Bank receives any process, summons, order, injunction, execution decree, levy lien, information or notice which TJSB Bank in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, TJSB Bank may, at its option and without liability to the Cardholder or such other person, defined to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. TJSB Bank reserves the right to deduct from the Card Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action involving the Cardholder's Card.

j) 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.

14. FEES AND CHARGES

14.1 TJSB Bank reserves the right at any time to charge the Cardholder for the issue or reissue of a Card and/or any fees/charges for the transactions carried out by the Cardholder on the Card.

14.2 Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon TJSB Bank (either directly or indirectly), TJSB Bank shall debit such charges, duty or tax against the Card Account. In the situation that the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further Transactions.

14.3 The Cardholder authorizes TJSB Bank to recover all charges related to the Card as determined by TJSB Bank from time to time by debiting the Card.

14.4 Details of the applicable fees and charges as stipulated by TJSB Bank will be displayed on the website. The details of the charges are attached herewith as Annexure I.

15. DISPUTES

15.1 The bank accepts no responsibility for refusal by any Merchant Establishment to accept and/or honor the Card. In case of dispute pertaining to a transaction with a Merchant Establishment, a sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder and the Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Card holder's satisfaction.

15.2 A sales slip with/without the signature of the Cardholder together with the card number in masking, noted thereon shall be conclusive evidence as between the Bank and the Cardholder as to the extent of liability incurred by the Cardholder.

15.3 The Cardholder shall inform TJSB Bank, by contacting the Customer Care Centre, within 60 (Sixty) days of occurrence of any Transaction, if any irregularities or discrepancies exist in such Transaction or if such Cardholder has any query or complaint in relation to the Transaction. If TJSB Bank does not receive any information to the contrary within 60 (Sixty) days of occurrence of any Transaction, it shall be entitled to assume and proceed on the basis that the relevant Transaction(s) was effected without any irregularity/ discrepancy.

15.4 In respect of any complaints/ query raised by the Cardholder and/ or the Applicant in terms of these Terms and Conditions, the Cardholder and/ or the Applicant shall be required to promptly provide TJSB Bank with all such information and documents as may be required by TJSB Bank in this regard.

15.5 The Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the charge indicated in the statement. If after such effort, the Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Sales Slips or payment requisition.

15.6 Please note that TJSB Bank does not ask its customers for any confidential information, and therefore the Cardholder and/ or the Applicant must not share any information of a confidential nature including, without limitation, passwords, user-IDs, etc., to any person who asks for the same.

15.7 Bank shall reverse Unsuccessful / Failed transactions in 5 calendar days (as per current RBI regulations) in cardholder's account.

15.8 In case of Unsuccessful/Failed Transactions, Bank shall Credit Penalty of Rs.100/- **per** day to customers Account beyond TAT period i.e., T+5 days.

15.9 Reversal TAT of Disputed Transactions are as under:

Particulars	**TAT Period**
Chargeback Raised	60 Days from Settlement Date
Chargeback Acceptance	15 Days from Chargeback Raise
Chargeback Representment	15 Days from Chargeback Raise
Pre-Arbitration Raised	15 Days from Chargeback Representment
Pre-Arbitration Acceptance	10 Days from Pre-Arbitration Raise
Pre - Arbitration Representment	10 Days from Pre-Arbitration Raise

15.10 Unsuccessful/Failed/Disputed Transactions will be categorized as per NPCI Reports.

15.11 Bank customer Protection for limiting liability of customers of Co-operative banks in Unauthorized Electronic Banking Transactions is as under:

Liability Burden	**Brief Explanation**	**Case**
a) Zero liability of the customer	The customer's entitlement to zero liability shall arise where the unauthorized transaction occurs in the following events.	(i) Contributory fraud/negligence deficiency on the part of the bank (Irrespective of whether or not the transaction is reported by the customer).
		(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

Liability Burden	Brief Explanation	Case
		three working days of receiving the communication from the bank regarding the unauthorized transaction.
b) Limited Liability of the customer	The customer shall be liable for the loss occurring due to unauthorized transactions in the following cases:	(a) In cases where the loss is due to negligence by a customer, such as where he has shared the payment credentials, accepts or visits unauthenticated link forwarded by fraudulent person, the customer shall 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.
		(b) 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 within four to seven working days of receiving a communication of the transaction, the per transaction liability of the customer shall be limited to transaction value or Rs.10,000/-, whichever is lower.
c) Complete Liability of customer	The customer is fully liable for the loss occurring due to unauthorized transactions in the following cases:	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 Card PIN/ OTP or due to improper protection on customer devices like mobile / laptop/ desktop leading to malware / Trojan or Phishing / Vishing attack, or any unauthenticated link. This could be due to SIM deactivation by the fraudster. Under such situations, the customer shall bear the entered loss until the customer reports unauthorized transaction to the bank.

Liability Burden	Brief Explanation	Case
		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 seven working days, the Customer would be completely liable for all such transactions.

Customer liability in case of fraudulent transaction (as per current RBI regulations);

Time taken to report the fraudulent transaction from the date of receiving the communication	Customer's liability
Within 3 working days	Zero liability
Within 4 to 7 working days	The transaction value or Rs.10,000/- whichever is lower
Beyond 7 working days	Customer would be completely liable

16. GOVERNING LAW AND JURISDICTION

16.1 The usage of the Gift Card and the terms and conditions will be governed by the laws of India.

16.2 The Cardholder undertakes to comply with the applicable laws and procedures while availing of and utilizing the Card.

16.3 All disputes are subject to the jurisdiction of the competent courts in Thane.

17. NOTIFICATION OF CHANGES

17.1 TJSB Bank shall have the absolute discretion to, at any point of time,

(a) amend or supplement any of these Terms and Conditions; and/ or

(b) change any feature and/ or benefit offered on the Gift Card including, without limitation, changes which affect charges or rates and/ or method of calculation of charges with respect to the Gift Card.

17.2 The Cardholder and the Applicant shall be responsible for regularly reviewing the latest versions of the Terms and Conditions as may be posted on the TJSB Bank Website, from time to time, and shall be deemed to have accepted the amended

Terms and Conditions by continuing to use the Gift Card after the amended Terms and Conditions are hosted on the TJSB Bank Website.

18. **FORCE MEJEURE**

The Bank will not be responsible nor shall it be liable to indemnity the Cardholder in the event of any loss or damage suffered by the Cardholder due to any cause of reason, beyond the control of the Bank

19. **MISCELLANEOUS**

19.1 The Cardholder and the Applicant acknowledge, agree and confirm that these Terms and Conditions are solely between TJSB Bank and the Cardholder/ Applicant and no other third party has any rights or obligations hereunder.

19.2 The Cardholder shall be deemed to have unconditionally agreed to and accepted these terms and conditions by acknowledging receipt of the Card inviting, or by signing on the reverse of the Card, or by performing a transaction with the card or by requesting activation of the Card to the Bank.

19.3 These Terms and Conditions shall represent the agreement between the Cardholder and TJSB Bank with respect to the Gift Card and the subject matter of these presents.

Annexure I: Fees and Charges

1. “Card Issuance Fee”: No charges.

2. “Card Replacement Fee”: Rs.50/- + GST.

3. For Railway Booking: “Cost of railway tickets will be recovered along with charges and taxes levied if any by the acquiring bank at actual.”

4. For Fuel Surcharge: “Cost of fuel will be recovered along with charges and taxes levied if any by the acquiring bank at actual”.