



## BOBCARD Uni GoldX Credit Card General Terms and Conditions

These **BOBCARD Uni GoldX Credit Card** General Terms and Conditions (General Card Terms) apply to the Credit Cards issued by BOBCARD Limited, a Non-Banking Finance company having its registered office at BOB CARD Limited , 2nd Floor, Baroda House Behind Dewan Shopping Centre, Jogeswari, - West, Mumbai, Maharashtra, India, 400102 in partnership with its co-branding partner Uniorbit Platform Services Private Limited (Uni) having its registered office at Indiqube-Sigma, A Wing, 3rd Floor, 3/B, Koramangala Industrial Layout, Bengaluru, Karnataka 560034. The said Co-branded Credit Card shall hereinafter be referred to as “BOBCARD Uni GoldX Credit Card”. Under this arrangement, Uni is marketing and distributing the BOBCARD Uni GoldX Credit Cards issued by BOBCARD Limited.

The General Card Terms are an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable. The Terms are: (i) published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and (ii) generated by a computer system and does not require any physical, electronic, or digital signatures from Uni or BOBCARD.

These Terms are subject to changes from time to time and any changes thereof shall be intimated to You by way of e-mail to your registered e-mail Id. The most recent version will always be available on this website. It shall be your responsibility to check the General Card Terms periodically for changes. Your continued usage of the BOBCARD Uni GoldX Credit Cards shall signify your consent to such changes and agreement to be legally bound by the same.

Pursuant to the approval of an application for a BOBCARD Uni GoldX Credit Card, you (“you” or “your” or “yourself” or “customer” or “user” or “Cardholder” as the context requires) hereby agree to the following:

- a) The use of BOBCARD Uni GoldX Credit Cards shall be governed by these General Card Terms contained herein and the Most Important Terms & Conditions (“MITC”) referred to in the application form , as amended by BOBCARD from time to time.
- b) If the General Card Terms or the MITC are not acceptable to You, You will inform us in writing thereupon the Card account shall be closed, and You shall destroy the physical BOBCARD Uni GoldX Credit Card by cutting and return the same to us within 30 (thirty) days of receipt of the BOBCARD Uni GoldX Credit Cards.

### **Definitions**

“**Application/App**” means the digital and mobile application, through which you can avail services offered by Uni, including applying for a BOBCARD Uni GoldX Credit Card and control all aspects of the BOBCARD Uni GoldX Credit Card;

“**Applicant**” means person(s) who have applied for a BOBCARD Uni GoldX Credit Card;

**“ATM Withdrawal Limit”** means the limit up to which you can withdraw cash from an ATM using BOBCARD Uni GoldX Credit Card. The ATM Withdrawal Limit is a part of the overall Credit Limit assigned to you.

**“Billing Cycle”** is the period between the generation of two successive billing statements based on Your BOBCARD Uni GoldX Credit Card transactions.

**“Credit Card”**, or **“Card”** or **“BOBCARD Uni GoldX Credit Card”** shall mean a valid Credit Card issued by BOBCARD that entitles you to use the Card Account for a pre-defined Credit Limit.

**“Card Member”**, **“Primary Card Member”**, **“Cardholder”**, **“Member”**, **“Customer”**, **“him”**, **“he”**, **“his”**, or similar pronouns shall mean the individual in whose name the Card has been issued, and the Card Account is maintained.

**“Card Account”** or **“Account”** shall mean an account maintained by BOBCARD under these terms and conditions, in the name of Primary Card Member.

**“Credit Limit”** means the maximum credit that can be availed on the Card Account at any point in time. The Credit Limit shall be inclusive of the domestic limit as well as international limit. Domestic limit is the value of the maximum credit limit assigned for Domestic Transaction. International limit is the value of the maximum credit limit assigned for International Transaction.

**“Charges”** shall mean such fees and charges as mentioned anywhere in these General Card Terms. All details of fees and charges mentioned herein shall be as provided in the MITC unless specifically communicated to the Card Member, as amended from time to time.

**“Customer Care”** refers to customer service and support systems provided by Uni as authorized by BOBCARD, accessible on the App or via phone/WhatsApp at 080-6821-6821/7026022022, or through email at care@uni.club.

**“Electronic Terminal”** means ATMs, point of sale terminals or EDC(Electronic Data Capture machine) and other devices in which a Credit Card and/or PIN (personal identification number) can be used, and which is authorized by BOBCARD as described in the terms and conditions.

**“Finance Charges”** shall mean interest, and other charges as applicable if the total amount due as specified in the monthly statement is not paid on or before the Payment Due Date.

**“M-PIN”** means the Personal Identification Number created by the Card member on the Application, to protect and secure the Card, through a password.

**“Merchant Establishment”** shall mean an establishment which honours the BOBCARD Uni GoldX Credit Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers) and shall include

establishments which honour the BOBCARD Uni GoldX Credit Card for online transactions;

**“Merchant”** means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns;

**“MITC”** means the document containing the Most Important Terms and Conditions along with the schedule of charges applicable for the services offered on the BOBCARD Uni GoldX Credit Card.

**“Payment Due Date”** shall mean the date on or before which the Card member has to make the payment to BOBCARD.

**“Statement”** means the monthly statement of account sent to a Card member containing the list of Charges incurred on BOBCARD Uni GoldX Credit Card as well as the amount due and the date by which it is to be paid;

**“Total Amount Due”** or **“TAD”** means the overall outstanding amount mentioned in the Statement;

**“Valid Card”** shall mean a Credit Card which has been issued by BOBCARD and has not expired, has not been damaged or been cancelled by BOBCARD or Card member.

### **Uni Cards Mobile Application**

You can control the BOBCARD Uni GoldX Credit Card entirely from the Application, some of the actions being:

1. Setting your M-PIN;
2. Activating your BOBCARD Uni GoldX Credit Card;
3. Making Credit Card bill payments;
4. Managing your virtual Credit Card;
5. Controlling your Credit Limit and cash withdrawal limit;
6. Enabling online, Domestic Usage and International Usage;
7. Setting your BOBCARD Uni GoldX Credit Card PIN (For use at Point of Sale and ATMs);
8. Ability to lock or unlock the Credit Card;
9. Enable/disable and set transaction limits for various channels, including E-commerce (Ecom), Point of Sale (POs), Contactless and ATM, both for domestic and international use.
10. View past statements for the Card Account
11. Raising disputes or service queries on any aspect of your BOBCARD Uni GoldX Credit Card.

You hereby agree and acknowledge that you are entitled to access the Application for the aforesaid purposes subject to your explicit consent to the Application Terms and Conditions and Privacy Policy. Notwithstanding anything contained in the aforesaid Application Terms and Conditions, the Privacy Policy, or in these General Card Terms, you agree and acknowledge the following:

1. Uni merely markets and distributes the BOBCARD Uni GoldX Credit Card ;
2. All services other than marketing and distribution as listed above in connection with the BOBCARD Uni GoldX Credit Card are rendered by BOBCARD through Uni App and accordingly BOBCARD is solely responsible for such actions;

3. Uni does not have access to any of your transactional data; and
4. No activity undertaken by Uni including the provision of services in relation to the BOBCARD Uni GoldX Credit Card as provided under these General Card Terms and the MITC constitute an activity which requires a license by Uni from the Reserve Bank of India. All licenses/registrations as may be required in connection with issuing BOBCARD Uni GoldX Credit Card is obtained by BOBCARD

## **The Agreement**

As a cardholder you hereby agree to the following:

### **Terms & Conditions**

1. You agree to comply with the terms and conditions contained herein and as amended by BOBCARD under the instructions issued by Reserve Bank of India (RBI) or any statutory bodies or due to the change in BOBCARD's policy from time to time.
2. The Card will be honoured only when a Valid Card is presented to a Merchant Establishment by you.
3. The Card is a property of BOBCARD and must be produced or surrendered to the BOBCARD on demand without delay.
4. The Card is not transferable, and you should safeguard the same from misuse by retaining it under your personal control at all times.
5. You can use the Card for payments in currencies other than Indian Rupees only in compliance with the laws applicable in India including inter alia the Foreign Exchange Management Act, 1999 (FEMA). Further, the Card should not be used to conduct any transaction on the web sites that are prohibited under the laws of India that may result in your criminal liability.
6. You shall, however, not use the Card for making payments in foreign currency in Nepal or Bhutan.

### **Card Services**

1. The BOBCARD Uni GoldX Credit Card issued to you is the property of BOBCARD. BOBCARD reserves the right to
  - (i) place internal processes and obtain credit bureau reports and such other reports to ascertain the credit worthiness of the Applicant; and
  - (ii) decline the request to issue a Card to any Applicant/s at its sole discretion.
2. The Card is not transferable, and its usage is subject to the terms mentioned herein, MITC and any additional conditions stipulated by BOBCARD from time to time. The Card Member shall sign on the reverse of the Card immediately on receipt of the same. The Customer Care centre is available to all Card Members. The Cardmembers availing of any services/facilities including but not limited to, requests for enhancement of Credit Limit, enquiry on transactions, Total Amount Due, statement details, payment due date, etc. through the App and/ or Customer Care shall at all times continue to be

bound by the terms stipulated with respect to the services/ facilities and the mode of availing of such facilities/ services, as amended from time to time.

3. . As per regulatory guidelines, Card will be activated only for domestic POS and ATM transactions. At merchant locations, these transactions can be completed using a 4-digit PIN that can be generated through Uni App. To activate the Card for domestic (contactless, online) and International (POS, Contactless, Online and ATM transactions), Cardholder can log in to the Uni App and submit the request.

### **Card Validity, Expiry and Renewal**

1. Your Card is valid up to the last day of the calendar month of the year indicated on the face of the Card unless cancelled earlier by BOBCARD. If you use the Card outside the validity period, the BOBCARD shall not be liable in any manner whatsoever for any consequences that may arise.

2. Upon expiry or earlier cancellation, your Card may be renewed or reinstated at the sole discretion of the BOBCARD. On expiry, the Card must be destroyed by cutting it in half through the magnetic stripe.

3. Without prejudice to the above, unless you are in breach of the General Card Terms or otherwise hereunder, BOBCARD may with consent of Cardholder automatically renew the validity of the Card and send to you a new Card before the expiry of the Card currently being used except where:

- i. the conduct of account is found to be unsatisfactory.
- ii. credit history as per the credit bureau is found to be unsatisfactory.
- iii. the outstanding dues are high.
- iv. contact details and/or KYC details are not updated by Cardholder
- v. Card is in blocked state
- vi. No transaction is observed in the Card account in the past 1 year from the due date of renewal

4. In case of non-receipt of renewed Card, you may contact the Customer Care or write to BOBCARD at the address notified to you from time to time.

### **Charges**

Here are some of the Charges payable by you on the Payment Due Date, which will be shown in the App:

1. The amount of any purchase of goods and/or services or a cash withdrawal;
2. Any Charges as specified in the MITC.
3. Service charges on specific types of transactions as authorized by BOBCARD from time to time may be levied.
4. All statutory taxes, Goods and Services Tax (GST), and other taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the BOBCARD Uni GoldX Credit Card including without limitation, the Charges.

5. The Charges are non-refundable and subject to change at the discretion of BOBCARD. The changes shall be affected with prior intimation to you via email or SMS.

6. With respect to fuel surcharge waiver across all fuel station in India , the GST levied on Fuel Surcharge will not be reversed. Fuel transactions eligible for surcharge waiver do not earn Reward Points. Please note that the rate of fuel surcharge may vary depending on the fuel station and their acquiring bank. The surcharge is levied by the acquiring bank providing the terminal to the merchant. Please also note that the value of fuel transaction on charge slip will differ from the credit card statement since the fuel surcharge and GST on the same are levied by the acquiring bank after the transaction.

### **Credit Limit**

1. BOBCARD will, at its sole discretion, determine your Credit Limit and notify you of the same from time to time. Your Credit Limit will also be shown on your monthly statement together with the available credit amount at the statement closing date. The BOBCARD may at its sole discretion and/or on your request, revise the Credit Limit from time to time. Sanctioned credit limit and available credit limit will also be shown on the monthly bill statement. BOBCARD may at its discretion and/or on Cardholder's request, revise the credit limit from time to time. BOBCARD reserves the right to cancel, suspend or reduce the credit limit available to a Cardholder at any time without prior notice, with or without assigning any reason. Credit limit of Cardholder can be cancelled automatically in the event of deterioration in the Cardholder's creditworthiness. Available credit limit is derived by subtracting the current outstanding on the Card from credit limit sanctioned on the Card. The available credit limit at the time of the statement generation is provided as a part of the monthly Card statement.

2. Any increase in Credit Limit shall be affected only upon obtaining your consent / request , at the sole and absolute discretion of BOBCARD, subject to the terms and conditions as stipulated by BOBCARD from time to time. Your acceptance for the enhancement of Credit Limit shall be submitted via the Uni App. Your validation of the Credit Limit increase shall be treated as express consent. BOBCARD at its sole discretion may/may not increase the limit without assigning any reasons/ clarifications.

3. Use of the Card at Merchant Establishment will be limited by the Credit Limit assigned to each Card Account by BOBCARD.

4. Your Credit Limit and Card Account will be terminated if your Card is cancelled. If you fail to settle the Minimum Amount Due on or before the Payment Due Date, BOBCARD reserves the absolute right to withhold the facility on the Card till such time the Card Account is regularized.

5. In the event you make payment over and above the amount due as per the monthly statement, you shall not be entitled to interest on the said credit balance amount and the same shall be adjusted against the amount due in the subsequent monthly statement.

6. International limit assigned on your Card indicates the maximum usage limit for an overseas purchase transaction (including online) or ATM usage, within the Credit Limit.

7. Your account will be reviewed periodically, and BOBCARD reserves the right to continue/ decrease your Credit Limit/ATM Withdrawal Limit based on your transaction patterns, repayment behaviour and other internal criteria. This will be informed to You via the Uni App and/or via email and SMS to the registered email or mobile number.

### **Use of Card**

1. The Card may be used only for bona fide purchase of goods and/ or services or draw cash advances, subject to prescribed terms and conditions.

2. International Credit Cards cannot be used for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc. and/or such items/activities for which no withdrawal of foreign exchange is permitted.

3. On the use of Card at the Merchant Establishment, it is recommended that you collect a copy of the transaction/payment slip. However, a Merchant Establishment has the right, at any time, to refuse the use of the BOBCARD Uni GoldX Credit Card at that Merchant Establishment for any reason whatsoever.

4. BOBCARD reserves the right to decline the use of the BOBCARD Uni GoldX Credit Card on account of but not restricted to regulatory restrictions, technical difficulties and any unforeseen circumstances.

5. Surcharge may be levied on purchase of certain products and services as notified by the BOBCARD from time to time. Payment of surcharge is mandatory and the same may vary from time to time.

6. The monthly statement of account shall be prima-facie proof of the Charges incurred by you. In the event you disagree with a Charge indicated in the statement, the same should be communicated to the BOBCARD or Uni in writing within 30 (thirty) days of the statement date, failing which the Charge in the statement of account shall become conclusive proof of your liability to pay to BOBCARD. Disputes raised after the period as aforesaid, shall be accepted at the sole discretion of BOBCARD. In the event of billing disputes/discrepancies, BOBCARD shall investigate and confirm the liability for such transactions. For certain disputes, BOBCARD may, at its sole discretion, The necessary action which may include rectification, if any will be done on the basis of merits of individual cases and after due investigation to the full and final satisfaction of BOBCARD. Investigations conducted by BOBCARD shall be final and binding on the Cardholder. Liability to clear outstanding dues shall not be affected merely by existence of a pending claim or a dispute between the Cardholder and BOBCARD. For certain disputes, BOBCARD may, at its sole discretion, offer a temporary credit during the period of investigation, which may be reversed along with applicable charges subject to the outcome of the investigation. GST levied will not be reversed

on any dispute on fees / charges or interest. In case you need any help you may reach out to Customer Care contact notified.

7. BOBCARD will not be responsible if the Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Card member should notify BOBCARD of this complaint at the address notified by BOBCARD from time to time or at the Customer Care.

8. BOBCARD shall not be in any way responsible and/or liable for merchandise, price, rate, quality, warranty, privileges, benefits, facilities including deficiency/delay in services, delivery or non-delivery etc. purchased or availed by you from Merchant Establishment and/or third- party supplier including via mail order or telephone order or electronic commerce (e.g., internet) placed by you. Any dispute arising thereto should be settled directly by you with the Merchant Establishment/third party suppliers and failure to do so will not relieve you of any obligation to BOBCARD.

9. No claim by you against a Merchant Establishment will be a subject of set off or counterclaim against the BOBCARD.

10. The Card may be suspended/withdrawn by the BOBCARD any time after its issuance, at its sole discretion, without being liable in any manner whatsoever to you. Termination of the Card shall result automatically in the termination of the privileges, benefits and facilities attached thereto.

11. You accept full responsibility for use of the Card in contravention of laws, rules, regulations and terms and conditions of this Agreement and undertake to indemnify the BOBCARD, Uni and to make good any loss, damage, interest, conversion, any other financial charges and outgoing costs and consequences that BOBCARD may incur or suffer on your account and your acts, omission/commission and negligence.

12. You are also liable to pay any statutory dues levied on the services provided by the BOBCARD to you.

13. In case of foreign currency transactions, You agree and hereby authorize BOBCARD to convert Charges incurred by you in foreign currency to Indian Rupee equivalent at such conversion rates as BOBCARD may designate from time to time.

### **ATM Withdrawals**

1. You can use the Credit Card, for withdrawal of cash from Automated Teller Machines (ATMs) of BOBCARD, select partner Banks and from other locations/permitted establishments as may be offered by BOBCARD from time to time and also for any other cash equivalent transaction such as demand draft facility, as permitted by BOBCARD from time to time. For such cash withdrawal and cash equivalent transactions, you shall comply with the laws, rules, and regulations not limited to Foreign Exchange Law and rules thereunder as notified by RBI and other Government bodies. You shall not disclose ATM code/ PIN provided to you by BOBCARD for cash withdrawal to any person and shall take all possible care to prevent its discovery by any person.



2. You can withdraw cash up to your ATM Withdrawal Limit amount as may be defined and/or communicated by BOBCARD from time to time, subject to such terms and conditions applicable to cash withdrawal transactions.

3. The Charges for the cash withdrawal and terms and conditions thereto shall be communicated in writing to the Card Member. Such Charges are subject to change at the sole discretion of BOBCARD and shall be levied from the date of withdrawal until the date of settlement.

### **Billing & Settlement**

1. The Billing statement shall be sent monthly through email to the registered mail address of the Cardholder for each billing. The Payment Due Date of each bill will be up to a maximum period as prescribed in MITC.

2. BOBCARD will debit the Card Account for all the Charges incurred in respect of the Card and credit the Card Account for all payments made by you to BOBCARD and for any credits received from the Merchant Establishments in your favour.

3. BOBCARD shall render monthly statements based on the transactions done by the Card Member using the Card and/or the payment made and/or credits received thereof. The monthly statement for each billing period will identify, *inter alia*, the purchase of goods and/or services, cash withdrawals, GST and other fees/charges, payments and credits to the Card Account. The monthly statements will show the Total Amount Due as well as the Minimum Amount Due required to be paid by you before the Due Date. Your Card account will be credited only when BOBCARD receives the payment of cleared funds from you or your Bank. Any overdue amounts shall be payable immediately. Non-payment of the minimum amount due by the payment due date shall render Cardholder liable to risk of withdrawal or suspension (whether temporarily or permanently) of the credit facility. In case of non-payment of minimum amount due by the payment due date the Card would be blocked and may be unblocked only after receipt of required payment. BOBCARD reserves the right to withdraw the Card facility or reduce the credit limit at its sole discretion without prior notice. In case of continued non-payment of Card outstanding, BOBCARD may cancel the Card and the same may not be reinstated even after the dues are paid. Please note that making only the minimum payment every month would result in the repayment stretching over years with consequent interest payments on your outstanding balance.

4. You may exercise the option to pay the Minimum Amount Due as indicated in the monthly statement of account and carry forward the payment of the balance amount to the next Billing Cycle. Minimum Amount Due shall be determined by BOBCARD at its sole discretion.

5. Non-payment of the Minimum Amount Due on or before the Payment Due Date shall render you liable to the risk of withdrawal or suspension (whether temporary or permanent) of the facility on the Credit Card. Such non-payment will attract levy of additional fees including late fees, as well.

6. Should any payment instrument of yours be subsequently dishonoured, the Card privileges may be suspended/ terminated and a fee, as mentioned in the schedule of

charges shall be levied to the Card Account, at the sole discretion of BOBCARD. Such fee amount is subject to change at the sole discretion of BOBCARD. BOBCARD also reserves the right to initiate any appropriate legal action, as decided by BOBCARD at its sole and absolute discretion.

7. Any and all payments received towards the Card Account may be applied or appropriated by us as per BOBCARD's internal accounting standards and the credit guidelines, notwithstanding any instructions or specific appropriation by you or any other person making the payments.

8. Duplicate monthly statements of accounts will be provided to you only up to a period of twelve months preceding your request subject to payment of service charges specified in the schedule of charges, as amended from time to time at the discretion of BOBCARD. The payments made by Cardholders shall be appropriated in the order of EMI (Equated Monthly Instalments), taxes, fee and other charges, finance charges, cash withdrawal and retail usage.

#### 9. Method of Payments:

You can pay the outstanding amount from the Uni App itself, through the following modes:

- i) Debit Card
- ii) Net banking
- iii) UPI

Additionally, you can also repay using third party repayment apps.

#### Note:

(i) Most UPI handles allow an upper limit of Rs 1 lakh per day for UPI transactions. For payments beyond Rs 1 Lakh ,, the Cardholder needs to split the payment into multiple payments before payment due date.

(ii) Please exercise due caution and refrain from making payments through modes other than those authorised by us.

### **Charges for Transactions Made in Foreign Countries**

1. When using your BOBCARD Uni GoldX Credit Cards abroad, you agree to use it strictly in accordance with the FEMA and/ or other relevant exchange control regulations, issued and as amended by RBI from time to time.

2. In the event of any failure to comply with the prevailing foreign exchange control guidelines issued by RBI, the Cardmember shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the credit card facility either at BOBCARD's instance or by RBI and pursuant cancellation of the Card.

3. If a transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees and shown in your Statement. The conversion will take place on the date the transaction is settled with BOBCARD, which may not be the same date on which the transaction was done.

4. If the transaction is done in foreign currencies other than US Dollars (USD), the conversion will firstly be made through US Dollars, by converting the charged amount into US Dollars and thereafter by converting the relevant US Dollar amount into Indian Rupees (INR), at the forex rates provided by the card network on the settlement date. On this amount, a forex markup fee may be levied. A forex markup fee may also be levied in case of an Indian Rupee (INR) transaction done at a Merchant or payment gateway that is based out of India.

### **Late Payment Charges**

In the event, you fail to pay the Minimum Amount Due as shown in the monthly statement by the Payment Due Date, a late payment charge as mentioned in the schedule of charges shall be levied to the Card Account. This fee may vary at the discretion of BOBCARD and shall be intimated to you, prior to charging. All the charges applicable to the Cards, shall be displayed on the website /Application.

### **Other Fees/Charges**

You agree to pay all costs including but not limited to Charges for renewal, replacement, duplicate statement etc.), ATM withdrawal Fee, legal cost, any other fees/charges, expenses etc. incurred to BOBCARD and/or charged by BOBCARD.

### **GST**

You agree to pay GST at rates stipulated by the Government of India in respect of the prescribed Charges, Finance Charges, late payment charges, other fees/charges etc., as may be applicable from time to time.

### **Personal Identification Number**

1. We have taken suitable precautionary measures, in tune with the industry practice, to ensure that you can carry out transactions using Card only in a secure environment after you authenticate yourself with your preferred authentication mechanism (M-PIN) on the App. As a Cardmember, you should be aware of the features and impact of these transactions as you would be responsible for your actions within the App. To prevent any unauthorised access, please secure the App with M- PIN.

2. Further, to enable you to use the BOBCARD Uni GoldX Credit Card in a secure manner, a Personal Identification Number (Credit Card PIN) for the BOBCARD Uni GoldX Credit Card will be issued. The Credit Card PIN can be generated by you from the App and may subsequently be changed by you from the App at any time.

3. The M-PIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the M-PIN, as well as for all orders and information changes entered into the Card Account using such M-PIN.

4. The Card Member shall not record the M-PIN or Credit Card Pin (PIN) in any form anywhere so as to facilitate the PIN coming to the knowledge of a third party.

5. BOBCARD is authorised by the Card Member for carrying out transactions and instructions authenticated by the M-PIN and PIN and the Card Member shall not revoke the same. BOBCARD has no obligation to verify the authenticity of the

Transaction Instruction sent or purported to have been sent from/ issued by the Card Member other than by means of verification of the Card Member's PIN.

6. The Card Member shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the M-PIN and Credit Card PIN. If the Card Member fails to observe the security requirements resulting any loss to the Card Member, he/she shall not hold BOBCARD responsible for such loss and in case such failures results in any loss or liability to BOBCARD, the Card Member shall indemnify BOBCARD against any such losses/ liability.

7. In case the Credit Card Pin / M-PIN is forgotten , Card Member can reset the same through the App. BOBCARD may, in its absolute discretion, issue a new PIN on the existing Card subject to the provisions stated herein and as specified by BOBCARD from time to time.

8. The Card Member will not hold BOBCARD/Uni liable in case of any improper/ fraudulent/unauthorized/ duplicate/ erroneous use of the Card and/or the PIN/ M-PIN. BOBCARD and Uni 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 / M-PIN coming to the knowledge of any third party.

9. If any third parties gain access to the services, including the Card Account, the Card Member will be responsible and shall indemnify BOBCARD and Uni 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.

## **Alerts**

You agree that BOBCARD shall keep you informed about the status of your Card Account and provide any other information from time to time by sending you messages via SMS and/or Email or any other communication channel, as BOBCARD may decide at its sole and absolute discretion, and you would have no objection to the same.

## **Rewards Program**

By using Card, you are automatically enrolled in the Rewards Programme. Under the Rewards Programme, when you transact with your Card, certain loyalty points ('Uni Coins') are credited to your Card Account depending on the transaction value, the purchase category and the transaction being domestic or international. These Uni Coins can be accumulated and further used on the App to redeem for cash back into the Card account or pay for other purchases or for offers shown in the App from time to time.

## **Earn Uni Coins:**

1. Uni Coins will be credited to your Card account only for an eligible purchase made through your Card.

2. Uni Coins might not accrue for money transfers, rent payments, fuel transactions, cash withdrawals, digital wallet loading or top-up transactions, international transactions or for any other scenarios provided under the MITC.

3. Currently, you will get 1 Uni Coin on every purchase of ₹1.

### **Redeem Uni Coins:**

1. No fee is levied if you wish to redeem Uni Coins.

2. Uni Coins may be redeemed in the following ways, including but not limited to: -

I. Cashback: The Uni Coins can be redeemed for cash back into the Card Account;

II. Reward Store purchase For purchasing products on the Reward Store on Uni App, the Cardholder may either (i) pay the full price as listed on Store for such product; or (ii) in certain situations, avail a lower price as listed on Store, by redeeming Uni Coins.

III. Uni Coins may be redeemed for other offers/benefits as applicable from time to time.

3. Process of redemption of Uni Coins will be provided inside the App subject to change from time to time.

4. On redemption, the rewards points so redeemed will be automatically subtracted from the accumulated Uni Coins in your Card account.

### **Other Card Specific Terms and Conditions applicable to the Rewards Program:**

1. Uni Coins which have been credited or debited to or from your Card account shall be reflected on the App. You can also view the Uni Coins accumulated by you on the App.

2. BOBCARD reserves the right to wholly or partly modify the Rewards Programme. BOBCARD also reserves the right to change Uni Coin conversion rate, withdraw Uni Coins awarded or to vary any of the terms and conditions herein in its absolute discretion without prior notice to the Cardholder.

3. In case, this Rewards Programme comes in conflict with any rule, regulation or order or any statutory authority, then BOBCARD has the absolute authority and right to modify or cancel this Rewards Programme to give effect to said requirements.

4. Uni Coins do not expire and have lifetime validity, except in circumstances detailed below:

I. If the Card is not used for more than 365 days, the accrued Uni Coins will be nullified;

II. BOBCARD reserves the right to cancel or suspend the accrued Uni Coins if the Card account is in arrears, suspension or default or if the Card account is or is reasonably suspected to be operated fraudulently.

III. In case of Cardholder's death, the Uni Coins earned but not redeemed at that time will be forfeited.

IV. If a transaction is reversed by way of a refund/chargeback/reimbursement, the transaction amount shall be credited back to your Card Account. In such instances, the Uni Coins accrued on those transactions will be reduced from the overall points balance.

V. In case a Cardholder cancels vouchers that were availed of by redeeming Uni Coins, points can be reinstated at BOBCARD's discretion at the same rate at which they were redeemed.

VI. On closure/termination of Uni membership, any Uni Coins pending to be claimed in the Cardholder's account will be forfeited.

VII. On voluntary or BOBCARD initiated closures.

VIII. On Card getting classified as NPA.

IX. Cardholder fails to make payment of credit card dues which is due for a period greater than 90 days

X. Cardholder fails to make payment of outstanding dues on the card account and opts for settlement of the outstanding amount.

XI. If the card is blocked for any other reason like lost/stolen and renewal/replacement card could not be delivered due to address change and such card is not activated by the customer within 6 months.

5. Uni / BOBCARD will not be held responsible if any supplier of products / services offered to you withdraws, cancels, alters or amends those products / services.

6. BOBCARD / Uni makes no warranties for the quality of products / services provided by the Merchant Establishments participating in the Rewards Programme.

7. You may note that every purchase is assigned a different "Category" depending upon the Merchant Category Code ("MCC") defined by the relevant card network. According to this, the Merchant acquiring bank classifies the Merchant depending on the service provided by them. For example, Food & Dining, Shopping, Travel, Entertainment, Groceries, Bills & Utilities, Fuel, and so on. Uni does not have any control over this MCC classification.

8. Redemption of Uni Coins is subject to regular payment behaviour by the customer. BOBCARD/Uni holds the discretion to block or adjust your Uni Coins in case your repayment bounces and remains uncleared for more than 3 (Three) days.

9. Information relating to the Cardholder's Uni Coins shall be shared with Uni to support Reward Programme activities, including but not limited to:

I. Awarding Uni Coins to the Cardholder for eligible transactions.

II. Deducting Uni Coins when an eligible redemption is made.

III. Maintaining the Uni Coins' ledger health for the Cardholder.

IV. Managing cases of negative Uni Coins in case of refunds etc.

## **Lost or Stolen Cards**

1. In case your Card is lost, stolen, misplaced, or if the Card PIN has been compromised, report this immediately to the Customer Care from the Uni App or via phone/WhatsApp on 080-6821-6821 (24 x7) or WhatsApp on 7066022022 or email us on care@uni.club. If your Card is misplaced, you can block the Card temporarily from the App. You can also reset the Credit Card PIN from the App.

2. In case the mobile phone with the App is lost or stolen, inform us immediately by calling on 080-6821-6821. Please also report the theft of the Card or phone to the police by lodging a First Information Report (FIR) and share a copy of that with us when requested. BOBCARD may, without referring to the Cardholder, give the police or other relevant authorities any information that BOBCARD considers relevant about the loss, theft or misuse of a Card or PIN. However, release of information,

investigation, reports etc to the Cardholder shall be on sole discretion of BOBCARD as permitted under applicable laws.

3. If you change the registered mobile number or e-mail address, you can contact us by sending an email to [care@uni.club](mailto:care@uni.club) . Cardholder is advised to promptly communicate any change in billing address or contact numbers along with the documentary proof immediately to ensure receipt of bill/ communications regularly and timely. The Cardholder shall be solely liable for any /all misuse that may arise due to wrong delivery of Card, unless the new address has been communicated to BOBCARD and confirmation of the same has been received from BOBCARD.

4. If the card is blocked due to loss/theft, Card may be re-issued to the Cardholder on consent of the Cardholder.

5. The Cardholder shall not disclose the PIN to any person and shall take all possible care to avoid its discovery by any person. Cardholder shall be liable for all transactions made with the use of the PIN, whether with or without Cardholder's knowledge. BOBCARD reserves the right to refuse any transactions if it believes that the PIN is being misused or being used without appropriate authorization.

6. Cardholder will be liable for all losses owing to any misuse that happened with Cardholder's consent or knowledge or prior to informing us about loss of card/phone or inadvertent sharing of information enabling such a transaction. Liability of Cardholder will be in line with the RBI circular 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.

5. Even if the Card is not signed by You, you shall be liable for all Charges incurred on it as well as all the transactions conducted using the Card.

6. You are responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof and BOBCARD shall not in any manner be liable for any misuse of the Card. In the event BOBCARD determines that the steps taken by You are not adequate/questionable, financial liability on the lost or stolen Card would rest with you and could even result in the cancellation of the Card Account.

7. You will fully cooperate with BOBCARD, the representative of BOBCARD, and/or legal authorities in the event of an investigation into any disputed transaction.

8. In the event you subsequently recover the lost/ stolen Card, the recovered Card must not be used and must be cut into half through the magnetic stripe and returned immediately to BOBCARD.

9. In case of lost/stolen Card, BOBCARD may at its sole and absolute discretion, issue Duplicate Card, if the Card account is decided to be continued.

## **Collections**

In the event of a default, you will be sent reminders from time to time by post, telephone, email, SMS for settlement of any outstanding dues. If no response is received from you via regular channels, third parties may be engaged, at your expenses, to remind, follow up and collect the dues. A message may be left with your

spouse / parent / other direct adult family member / secretary / accountant or other colleague, as available, at your residence / office / phone. Any such third party appointed shall adhere fully to the code of conduct on debt collection.

### **Quality of Goods and Services**

BOBCARD shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Member from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Member. It must be distinctly understood that the Credit Card is purely a facility to the Card Member to purchase goods and/or avail of services. BOBCARD holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Member with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Card Member of his obligation to pay all the Charges to BOBCARD and the Card Member agrees to pay such Charges promptly

### **Appointment of Third Party/Service Provider**

1. BOBCARD, at its sole discretion, may appoint third parties/service providers for providing service over the phone or through any other means. BOBCARD may also appoint third party/service providers for conducting certain activities such as but not limited to reference checking, verification through credit bureau, credit verification, recovery of any outstanding on the Card or initiate any action allowed by law for recovery of all dues owed to BOBCARD. All payments made to such third parties/service provider for collection will be at your cost and risk in addition to all costs, charges and expenses incurred by BOBCARD to recover the outstanding dues/amounts.
2. You shall be liable for all costs associated with the collection of dues and legal expenses with interest, should it become necessary to refer the matter to any agent or where legal resource for enforcement of payment has been taken.
3. You hereby expressly agree/ consent for the sharing of Your data / documents provided to BOBCARD, with such Third Party / Service Providers.

### **Credit Card Reissue and Replacement**

If your Card becomes defective/gets damaged, mutilated, lost or stolen, you may ask for a replacement Card at any of BOBCARD's card division centres or designated Customer Care. In order to get a replacement card, the Cardholder can also send an email request to [care@uni.club](mailto:care@uni.club). All such replacement Cards shall be issued at the discretion of BOBCARD upon payment of such charges prevailing at the time of replacement. The damaged Card must not be used and should be cut in half through the magnetic stripe and returned immediately to BOBCARD.

### **Change of Address and Telephone Number**



You shall promptly notify BOBCARD at the address notified by BOBCARD from time to time or designated Customer Care, in writing or telephonically, of any change in your address (both permanent and communication address) and/or telephone number.

### **Surrender and Termination/Revocation**

Procedure for surrender of Card by Cardholder - due notice:

1. You can close your Card account any time by calling the Customer Care team (080-6821-6821) or by emailing them (care@uni.club). The entire card outstanding dues (which includes the principal monies, interests, fee/ additional fee/ charges) linked to your Card (if applicable and/or availed of) will immediately become due upon closure.
2. Any refund/reversal that is received after the Card closure will be intimated to you and refunded electronically to the account number shared with Customer Care after verifying the ownership.
3. Upon termination/revocation of Card membership for any reason whatsoever, whether at the instance of the Cardholder or BOBCARD, the Cardholder shall remain liable for all Charges incurred by the use of the Card.
4. You specifically acknowledge that once your Card Account is closed, the privileges (including but not limited to all benefits and services accrued, Uni Coins not redeemed, etc.) of the Card stand nullified. Reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Uni.
5. For avoiding misuse, it is advised to destroy the Card ensuring that the hologram, magnetic strip and chip are destroyed permanently.
6. Your Card Account will be closed only once BOBCARD receives the payment of all amounts due and outstanding in respect of the said Card Account.

### **Procedure for revocation/termination of Card membership:**

Your access to your Card may be cancelled, revoked or terminated at any time without prior notice, if we consider it necessary for business or security reasons, which may include but is not limited to:

1. Delayed or dishonoured payments or improper use of the Credit Card (in violation of RBI and Foreign Exchange rules)
2. Misleading or incorrect information / documents given along with Card application.
3. Failure to furnish information or documents as required under the Know Your Customer (KYC)/ Anti Money Laundering (AML)/ Combating the Financing of Terrorism (CFT) guidelines.
4. Involvement in any civil litigation or criminal offence / proceedings by any authority, court of law or professional body or association.
5. Changes in credit policy due to prevailing conditions / unforeseen circumstances.

6. You may continue to get your billing statements with actual outstanding, even after closure of the Card Account.

7. In case your Card has not been used for more than one year then we will notify you of the dormancy within 30 (Thirty) days.

8. If the Card is still not used or no reply is received for the letter issued by BOBCARD on continuation of Card, the Card will be closed and reported to the bureau, subject to payment of all dues payable by the Cardholder.

9. BOBCARD have the right to approve or decline any credit card transactions/ payments or transactions originating from certain/any MCCs, with or without notice and without assigning any reasons. In case BOBCARD notices any unusual and abnormal transaction patterns in Card usage, BOBCARD will try to establish contact with the Cardholder on the registered phone number of the Cardholder available in its records to verify the bonafide purpose of the Card transaction. In case attempts to establish contact with the Cardholder fail, BOBCARD may restrict/terminate the use of Card/s (primary/add-on/additional) without any further notice, if BOBCARD reasonably believes it necessary in the interest of the Cardholder and for security reasons. With a view to ensure that the Card is being used as per the regulatory guidelines, Terms and Conditions and applicable policies of BOBCARD, BOBCARD shall have the right to run periodic checks on the Card usage to identify whether there is excessive utilization of credit limit beyond the sanctioned limit in one statement cycle, unusual or excessive utilization at few select merchants, possible collusion with merchant and/or usage towards non-personal/business related requirements, over-use/ misuse of features/ offers/ programs towards accumulation of undue reward points/ cash back / other benefits amongst others. Based on the usage patterns, if any of these is suspected by BOBCARD, BOBCARD may take restrictive action on the Card. Such action can be with immediate effect and may include but not be limited to withdrawal of features/ benefits as well as complete termination of the Card (primary/add-on/ additional or all the relationships). If any such action is taken by BOBCARD - the onus will be on the Cardholder to provide satisfactory proof of bona fide usage to reinstate the Card and attached features/ benefits as may be deemed fit by BOBCARD. BOBCARD decision in this regard shall be final and binding on the Cardholder. Considering the above, Card account/s may be cancelled as per the sole discretion of BOBCARD, in case of no response / unsatisfactory response from the Cardholder. After termination/cancellation of the Card account, Cardholder will be liable to repay the total outstanding including transactions which are yet to be billed. Additionally, all benefits (reward points, cash back etc.) will be forfeited immediately.

10. You may continue to get your billing statements with actual outstanding, even after closure of the Card account.

11. The privileges of the Card may be suspended and the Card cancelled by BOBCARD, either temporarily or permanently, at any time in its absolute discretion and without giving prior notice thereof to the Cardholder or assigning any reason, therefore.

12. BOBCARD reserves right to withhold the No Objection Certificate (NOC), even after closure/termination/Cancellation of Card, if it has been found that Cardholder is in default with any of the Bank of Baroda Group Companies.

13. The privileges of the Card may be suspended and the Card cancelled by BOBCARD, either temporarily or permanently if Cardholder or his Family member use their own or family member's BOBCARD issued credit card at own establishment.

### **Exclusion of Liability**

Without prejudice to the foregoing, BOBCARD and Uni shall be under no liability whatsoever to you in respect of any loss or damage arising directly or indirectly out of:

1. Any defect in any goods or services supplied.
2. The refusal of any person to honour or accept the Card.
3. The malfunction of any Electronic Terminal.
4. The giving of transaction instruction other than by you.
5. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction.
6. Handing over of the Card by you to anybody other than designated employees of BOBCARD at BOBCARD's premises.
7. The exercise by BOBCARD of its right to demand and procure the surrender of the Card, prior to the Card expiry date, whether such demand and surrender made and/or procured by BOBCARD or by any person or computer terminal.
8. The exercise by BOBCARD of its right to terminate any Card or the Card Account;  
or
9. Any injury to your credit, character and reputation alleged to have been caused by the repossession of the Card and/or any request for its return or the refusal of any service establishment/mail order establishment to honour or accept the Card.
10. Any misstatement, misrepresentation, error or omission in any details disclosed by You to BOBCARD. In the event a demand or a claim for settlement of outstanding dues from You, is made either by BOBCARD or any person acting on behalf of the BOBCARD, you agree and acknowledge that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon your character, in any manner.

### **Default**

1. You accept that upon any default in discharging the obligations under this Agreement, the BOBCARD and Uni shall have the right to exercise any or all rights under the said Agreement.
2. You acknowledge the right of BOBCARD to terminate the Card facility in the event of default in respect of any other credit facility extended to you by BOBCARD and vice versa.

3. You accept that BOBCARD shall have the right to block the transactions upon the non-payment of bills minimum amount due by the payment due date.

4. The classification into substandard/ doubtful/loss NPA will be handled based on the ageing rules of the overdue period as specified by BOBCARD from time to time in tune with RBI Guidelines on Prudential Norms on IRAC.

5. Any Dues remaining unpaid for a period beyond 90 (ninety) days shall be classified as Non-Performing Asset (NPA) as per the RBI Master Circular on Prudential norms on Income Recognition, Asset Classification and Provisioning pertaining to Advances.

### **Breach**

In the event of breach of any of these General Card Terms by any Card Member: (i) the Card Member will remain liable for any loss directly or indirectly impacting BOBCARD or Uni resulting from such a breach; and (ii) the Card Member will be liable to pay BOBCARD, upon demand, all amounts outstanding from the Card Member to BOBCARD, whether due and payable to BOBCARD at the date of such demand or not.

### **Notices**

All notices or other communications under or in connection with these General Card Terms including all amounts due from the Card Member shall be given in writing to BOBCARD Limited (formerly known as BOB Financial Solutions Limited), 15th Floor, 1502/1503/1504, DLH Park, S.V. Road, Goregaon West, Mumbai – 400104 and, unless otherwise stated may be made by letter. Any such notice or other communication will be deemed to be effective: (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to BOBCARD shall be effective unless actually received and acknowledged by BOBCARD.

### **Services Provided by Card Network (Mastercard Worldwide/ Visa International /Rupay)**

1. There are certain emergency services provided to you by VISA International/ MasterCard Worldwide/Rupay, depending upon the network to which Card is associated with. Such services are provided by VISA/MasterCard/Rupay through third party agents. You are responsible for the cost incurred in availing such emergency services provided by/through VISA International/MasterCard Worldwide/Rupay.

2. Assistance is provided on a best effort basis by / through VISA International / MasterCard Worldwide/Rupay.

3. BOBCARD in India or anywhere in the world does not accept the responsibility for the arrangement or use of services provided by / through VISA International / MasterCard Worldwide/Rupay.

### **Disclosure**

1. BOBCARD may tie up with credit bureaus authorized by RBI and will share credit information including but not limited to your current balance, payment history, demographic details, etc, such information is being provided in terms of the Credit Information Companies (Regulation) Act, 2005. BOBCARD will report customer information to credit bureaus on a monthly basis or such other time period as may be agreed between BOBCARD and the credit bureaus. The Credit Information Companies[“CIC”] only provide factual credit information and do not provide any opinion, indication or comment pertaining to whether credit should or should not be granted. For any queries related to updated information please write to care@uni.club. Notwithstanding anything contained hereinabove, BOBCARD will not be held responsible for credit rating/report issued by the independent CIC to Cardholder at any point of time. In case of any billing dispute notified to BOBCARD will suspend reporting to credit bureaus till the dispute is resolved. BOBCARD reserves its right to report a delinquent Cardholder to the CICs even in an instance of Cardholder raising a billing dispute which BOBCARD had clarified as an invalid dispute earlier or the dispute being raised by Cardholder after the cut-off date, as defined by BOBCARD, and/or the dispute is in relation to secured transactions where a PIN or 3D secure password was used.

2. It is in the best interest of Cardholder to maintain a good credit history by paying the necessary dues in a timely manner. Details of default would also be available with the CICs, which in turn could impact the credit worthiness of Cardholder.

3. The Card Member acknowledges that BOBCARD is authorized to share information relating to Card Member, including information relating to any default committed by the Cardholder in discharge of his/her obligation, as BOBCARD may deem appropriate and necessary, with any existing or further credit bureaus as determined by BOBCARD from time to time. Accordingly, the Cardholder gives consent to disclose information to such credit bureaus. Such entities may further make available processed information or data or products thereof of BOBCARD's/financial institutions and other credit grantors. Credit Bureaus includes Credit Bureaus, Credit Reference Agencies, Credit Information Companies or any other entity formed and authorized by RBI for the purpose of collecting, collating and disseminating credit information pertaining to borrowers.

4. You further authorize BOBCARD to disclose such information to the Reserve Bank of India (RBI), Income Tax Authorities, Credit Rating Agencies or any other Government or regulatory authorities/bodies/departments as and when so demanded. You further authorize BOBCARD to verify, share and/or disclose your name to the aforesaid authorities including banks, financial institutions, credit bureau/agencies, data banks, third parties like collections agencies in the event you default in payment or compliance of the terms and conditions of this agreement.

5. Foreign exchange trading through Internet trading portals is not permitted. In the event of any violations or failure to comply, you may be liable for penal action under prevailing laws and/or closure of the Card.

6. Usage of the Card for transacting outside India must be made in accordance with this MITC and all applicable laws, including the Foreign Exchange Management Act, 1999, and in the event of any failure to do so, you may be liable for penal action. The

Card cannot be used for the purchase of items prohibited by law such as but not limited to cryptocurrency

7.The Card cannot be used for any purpose prohibited by regulations or applicable law.

8.The Card is to be used only for personal use and not for any business or funding of commercial activity.

9.BOBCARD will provide the particulars of the card account to the statutory authorities, as may be required.

10.Transaction alerts received may not be assumed as a confirmation of transaction completion.

11.If the Cardholder does not wish to receive any direct marketing or tele-calling / SMS from BOBCARD for other products, the Cardholder may email BOBCARD at [care@uni.club](mailto:care@uni.club). The Cardholder will continue to receive communication pertaining to the core features of the credit card. A soft copy of the MITC document, Card Member Terms and Conditions, relevant credit card guidelines and local regulations are available on the official website Bobcard at [www.bobcard.co.in](http://www.bobcard.co.in)

### **Miscellaneous**

1.Your liabilities under this Agreement shall not be discharged till outstanding on the Card Account is cleared in full.

2. The Total Amount Due on the Card Account together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to the BOBCARD on bankruptcy, insolvency, dissolution or winding up of a corporate body of a Card member or death of the Primary Card member.

3. The Card Account would also be liable to be suspended on instructions from any Government/Regulatory body. All amount outstanding on the Card shall be deemed to have immediately become due on instructions from Government/Regulatory bodies as the case may be, and BOBCARD shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to your obligation to forthwith pay all outstanding amounts.

4. BOBCARD shall, from time to time, be entitled to add to and/or amend all or any of these terms and conditions, which shall be communicated in writing to you via SMS or email. You will be bound by such amendments unless all the outstanding amount in the Card Account is paid and the Card is returned to BOBCARD for cancellation or cut into half before the date upon which any amendment is to have effect.

5.BOBCARD shall of its sole discretion add any new or withdraw any existing facility or features available to you under these terms and conditions.

### **Right to set off/Banker's lien**

In the event of your delaying or being unable to settle your Credit Card outstanding/ dues as provided in the MITC/ Agreement for any reason whatsoever, BOBCARD may exercise its right of General Lien and/or set off and adjust any such outstanding amount against a property or assets (both moveable and immoveable in possession of BOBCARD from time to time.

### **Waiver/Acquiescence**

No delay in exercising, or omission to exercise any right, power or remedy accruing to the BOBCARD upon any default under this agreement, or any other agreement or document shall impair any such right, privilege, power or remedy nor shall it be construed to be a waiver/forbearance thereof or any acquiescence in such default; nor shall, the action or inaction of BOBCARD in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of BOBCARD in respect of any subsequent or similar default.

### **Arbitration Clause**

1. All disputes, differences and/or claim or questions arising out of these presents or in any way touching or concerning the some or as to constructions, meaning or effect thereof or as to the right, obligations and liabilities of the parties hereunder shall be referred to and settled by arbitration, to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof, of Sole Arbitrator or to an arbitral institution or to an institution/platform providing online dispute resolution ('ODR') facility. The award given by the Sole Arbitrator/Arbitral Tribunal shall be final and binding on the Cardholder/s
2. Upon occurrence of a dispute, the BOBCARD shall issue a notice to the other party invoking the arbitration clause and providing the name and details of the person proposed by it to act as the Arbitrator or suggest to refer the dispute to be administered by an arbitral institution or an institution/platform providing ODR facility, named in the notice. In the event the other party is not agreeable to the proposal of the aggrieved party the other party shall convey the same in writing to the aggrieved party within 30 days of receipt of notice of invocation, failing which it shall be deemed that other party has agreed to the proposal of the Bobcard and the person proposed by the BOBCARD shall be appointed as the Arbitrator or the dispute shall be referred to arbitration to be administered by an arbitral institution or an institution/platform providing ODR facility, named in the notice.
3. The term "dispute" for the purpose of Arbitration includes default committed by the Borrower(s) in due repayment of the loan/credit facility as well as any breach of any of the terms of this agreement or the sanction letter and in such an event BOBCARD shall be the aggrieved party.
4. In the event of the Arbitrator appointed by the parties as above expires or is otherwise unable to act for any reason whatsoever, the Parties shall appoint another person as the Arbitrator in the same manner as specified in this Clause.

The Arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

5. The venue of arbitration proceedings shall be at the respective places provided in the clause below. The arbitration proceedings shall be carried out in English language. Any proceedings to be initiated in any court of law in pursuance of this arbitration shall be instituted and held in the courts of competent jurisdiction situated at the place specified in the clause only.
6. In case of default in payment of the Card outstanding, BOBCARD, not limited to though, does reserve the right to take legal recourse for collection of outstanding dues on the card account(s) apart from pursuing all other remedies available to it within the framework of the law of the land.
7. Notwithstanding anything contained hereinabove, nothing contained in this arbitration clause shall apply: (a) to disputes or claims falling within the pecuniary jurisdiction of Debts Recovery Tribunal established under Recovery of Debts and Bankruptcy Act, 1993; or (b) if the facility extended under this agreement is secured by mortgage of immovable property, either at the time of availing of the facility or any time thereafter. Provided however that, on account of a future change in law, (a) or (b) above are held to be arbitrable, then the provisions of this arbitration clause shall apply to them.
8. The Venue of arbitration shall be Mumbai, India.

### **Jurisdiction and Governing Law**

It is agreed by and between the parties that the Courts in Mumbai will have the exclusive jurisdiction to try cases between the parties, after exhausting the Arbitration clause. However, prior to opting for arbitration, the parties herein are not precluded from exercising any other remedies available to them under Law.

This Agreement shall be governed by the laws of India.

### **References**

Reference to any gender shall include all genders and reference to single number shall include reference to plural number and vice versa in context thereto.

### **Acceptance**

1. You accept these General Card Terms and agree to be bound by all the conditions stated herein, as well as other documents relating to the Credit Cards.
2. Usage of Card indicates acceptance of General Card Terms, MITC and other documents relating to the Credit Cards.
3. You shall be responsible for regularly reviewing General Card Terms, MITC and other documents relating to the Credit Cards including amendments thereto as may



be posted on the website/Application and shall be deemed to have accepted the amended terms by continuing to use the BOBCARD Uni GoldX Credit Cards.

## Grievance Redressal

All grievances under this General terms and condition, MITC or such other document in relation to the Card must be raised via Cardholder's registered contact number and/or Email ID of the Cardholder.

Grievance redressal, escalation process and timeline for redressal of grievance:

i) Method and Timeline for redressal of grievance:

First level touch point:

You may reach out 24x7 via

Phone on 080-6821-6821, WhatsApp on 7026022022 for any grievances under this MITC document.

TAT: Within 24 hours

Second level touch point:

Email ID: care@uni.club

TAT: 7 days

If your grievance is not satisfactorily resolved after reaching out to the above channels you may reach out to BOBCARD as follows:

Designation: Grievance Redressal officer

Email id: escalations@bobcard.co.in

BOBCARD Address: BOBCARD Limited (formerly known as BOB Financial Solutions Limited), 15th Floor, 1502/1503/1504, DLH Park, S.V. Road, Goregaon West, Mumbai – 400104