Terms & Conditions: EnKash SBM Credit Card

This CARD – USER TERMS AND CONDITIONS ("T&C") between the EnKash (as defined below), and Cardholder (as defined below)

1. DEFINITIONS AND INTERPRETATIONS

Capitalized terms used in this T&C, unless the context otherwise requires, shall have the following meanings:

"Applicable Law(s)" shall mean all applicable central, state and local laws, statute, regulations, orders or directions as may be amended and in effect or re-enacted from time to time, order or other legislation action of any legislative, executive or judicial body or authority of any state or country, which has the force of law and which is applicable to the Card Issuer Bank, Cardholder, Card Scheme, Card Issuance and Card Acceptance and operation of Prepaid Payment Instruments issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued there under including any successor Applicable Law;

"Bank" shall mean the Card Issuer Bank and/or its successors or assigns, including but not limited to any other bank which may enter into other business entities who accept the Cards as payment options for purchase of goods and services or for any other specified purpose;

"ATM" shall mean any Automated Teller Machine in India, whether a Card Issuer Bank or of a specified Network Association, at which, amongst others, the User can use his Cards with permitted access;

"Card Issuer Bank/ Issuer Bank" shall mean Standard Chartered Bank (INDIA) LIMITED in relation to the Card(s) being issued by the Enkash;

"Enkash" shall mean Netsk Tech Solutions Private Limited is carrying on the Card Issuer Bank being the instance of Enkash Card including all card variants;

"Card" shall mean the Enkash Card issued by the Card Issuer Bank to the Cardholder;

"Cardholder" shall mean the person in whose name the Card is issued by the Card Issuer Bank and shall include any person authorized to use the Card in accordance with these T&C;

"Enkash Site" shall mean the website at www.enkash.com, made available by Enkash;

"Merchant" shall mean any establishment, retail outlet, business entity or place where sales are located, which honour the Cards for transactions done with them;

"Network Association" shall mean MasterCard Asia/ Europe/ Africa and/or Visa International Service Association and/or NPCI or any other bodies/ private network called by any name;

"Personal Identification Number" ("PIN" shall mean a set of confidential numbers given to the User by the Card Issuer Bank / Enkash, at the time the Cards are issued or at such later time as selected by the User or from time to time as may be required by the Card Issuer Bank / Enkash, which is required for availing Prepaid Payment Instruments;

"POS" shall mean a point of sale electronic terminal at Merchant Establishments in India capable of processing transactions and at which, amongst others, the Customer can use his Cards (where the same is a card) to pay for the purchase of goods and services at such establishments;

"Cards" shall mean the Enkash Card issued by the Card Issuer Bank / Enkash, in accordance with these T&C;

"Card Services" shall mean the services relating to the Cards offered to the Users under the relevant guidelines of RBI;

"User" shall mean the Cardholder who uses the Cards issued by the Enkash;

"Transaction" shall mean the purchase of goods and services from Merchants or payment for such goods and services or for any other specified purpose to a Merchant or to any other customer or transfer of funds to any bank account, by the use of Cards or through any other modes as determined by the Card Issuer Bank from time to time.

2. ELIGIBILITY AND REGISTRATION INCLUDING KYC PROCEDURE

1. The Card is being issued by Card Issuer Bank to the Cardholder and all or a portion of the Card Issuer Bank and shall be responsible for the marketing, distribution and tracking (including customer service) of the Card and shall also be responsible for customer service.
2. The Cardholder shall be eligible to apply for the Card on or by otherwise using the Card Services or the Enkash Site, the Cardholder Entity / represents that it has not been previously suspended / debarred from the use of such Cards/ Card Services and that it is not prohibited from receiving the Cards/ Card Services under the laws of India or other Applicable Law and that any information / or set out in these T&C and is/ shall be of and to abide by all of the terms and conditions contained herein; Cardholder Entity / Cardholder shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity; age or affiliation with any person or entity.
3. Cardholder/Cardholder Entity shall not use the Cards for any illegal or improper purposes, including, without limitation, those prohibited by Applicable Law, and Cardholder/Cardholder Entity shall not use the Cards in any manner that would violate any Applicable Law, or otherwise be required to enforce any laws and regulations of India, intentionally or accidentally, and wrongfully use Card. Cardholder Entity / Cardholder shall be liable for all misrepresentations and / or wrongful usage of service in violation of any Applicable Law, including, but not limited to, the Prevention of Money Laundering Act, 2002 ("PMLA").
4. Enkash as well the Card Issuer Bank shall be entitled to disclose the information regarding Card Services and the Cardholder's name, address and other information, data or records of any kind to any person or organization as may be required or instruction from a competent authority has been informed, that Cardholder Entity / Cardholder has violated any of the terms, rules, laws, regulations and guidelines.
5. Cardholder Entity / Cardholder shall be eligible to apply for the Card on or by otherwise using the Card Services or the Enkash Site, the Cardholder Entity / Cardholder is limited to your name, address, mobile phone number, e-mail address, date of birth, gender, PAN, nationality, government identification or such other information as may be required by the Card Issuer Bank / Enkash in connection with the Cards. Cardholder Entity / Cardholder agree that the personal information provided to Enkash / Card Issuer Bank upon registration and at all other times will be true, accurate, correct and complete. Cardholder Entity / Cardholder agree to maintain and update this personal information to keep the personal information true, accurate, current and complete.

Cardholder Entity / Cardholder hereby authorizes Enkash and Card Issuer Bank, directly or through third parties, to make any inquiries that Enkash / Card Issuer Bank may consider necessary to validate Cardholder Entity / Cardholder's identity (for example, to conduct checks to avoid against fraudulent registrations). This may involve Enkash / Card Issuer Bank or third parties acting on its behalf checking the details Cardholder Entity / Cardholder provide against third party databases or requesting information about Cardholder Entity / Cardholder's credit history. Cardholder Entity / Cardholder agrees that Enkash / Card Issuer Bank may periodically conduct checks to confirm Cardholder Entity / Cardholder's continued compliance with these T&C and the identity, address, telephone number or financial instruments, among others. This process is for internal verification purposes. Cardholder Entity / Cardholder agree and acknowledge that Enkash shall assist the Card Issuer Bank in the KYC process. The Card Issuer Bank shall be entitled to disclose the information regarding Card Services and the Cardholder's name, address and other information, data or records of any kind to any person or organization as may be required or instruction from a competent authority has been informed, that Cardholder Entity / Cardholder has violated any of the terms, rules, laws, regulations and guidelines.

Before the issuance of the Card, the Card Issuer Bank / Enkash shall undertake the KYC procedure of the Cardholder Entity.

1. Card Issuer Bank / Enkash reserves the right to discontinue the Cards / Cards Services / reject applications for Cards Services at any time if there are discrepancies in information and / or documentation provided by Cardholder Entity / Cardholder or if the information / documentation provided by Cardholder Entity / Cardholder is found to be incorrect or false. In such an event, Card Issuer Bank reserves the right to return the funds loaded in the Account.

Second Card

1. The Cardholder does not meet the qualifying criteria as set by the Card Issuer Bank/ Enkash for availing a credit card, then the Cardholder will be issued a Secured Card.
2. The Secured Card issued to the Cardholder shall be linked to a fixed deposit with Issuer Bank. (hereafter "FD").
   1. Upon registration of the Cardholder with Enkash, a Secured Card will be issued to the Cardholder with zero limit. Subsequently a credit limit will be assigned to the Cardholder if it clears the qualifying criteria as set by the Card Issuer Bank/ Enkash for availing a credit card. The credit limit will be equal to the FD amount or such lesser amount as may be decided by the Bank.
3. Issuance of Secured Card shall be at the discretion of the Card Issuer Bank/ Enkash.
4. All the monies in the Secured Card shall be deposited by the Cardholder in its virtual account maintained with the Card Issuer Bank.
5. The FD shall be maintained with the Card Issuer Bank for the entire tenure of the Card. The FD shall be with the Card Issuer Bank which includes inter alia their credit worthiness, ability to meet their financial commitments, operational efficiency and such other factors as decided by the Card Issuer Bank.
6. If the relevant Cardholder qualifies the set criteria, which shall be at the sole discretion of the Card Issuer Bank., then the Cardholder shall make an application ("Credit Limit Application"), in the manner set by the Card Issuer Bank/ Enkash, for availing a credit card.
7. The Enkash/ Card Issuer Bank shall have the sole discretion to process the Credit Limit Application and may approve, reject or defer the same. In case the same would then be added to the existing Secured Card
8. The Cardholder shall have the option to block the Secured Card issued by Card Issuer Bank / Enkash under this clause by contacting the customer service of Enkash.

3. PURCHASE AND USE OF CARDS

1. The Cardholder can use the Card to pay for charges incurred for transactions conducted by the Cardholder at the Merchant Establishments and the Merchant accepting MasterCard/Visa/ Credit Cards and RuPay, as the case may be, displayed at their premises. The Cardholder shall not use the Card for any transaction that is illegal or prohibited by Applicable Law. Cardholder Entity / Cardholder shall be liable for all misrepresentations and / or wrongful usage of service in violation of any Applicable Law, including, but not limited to, the PMLA. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
2. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
3. Cardholder Entity / Cardholder shall be responsible for all transactions done by the Cardholder and will continue to be responsible till its liability and the amount will be forfeited if Card Issuer Bank and/or Enkash is made good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse.
4. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
5. Cardholder Entity / Cardholder acknowledge and understand that the Cards Services are linked to internet connection (in case of internet/mobile accounts and wallets) and Card Issuer Bank/ Enkash shall not be responsible for any loss or damage caused to Cardholder Entity / Cardholder.
6. Cardholder Entity / Cardholder acknowledge and understand that the information submitted by Cardholder Entity / Cardholder for availing the Cards Services or information submitted while using the Cards Services may be used by Card Issuer Bank/ Enkash for providing the Cards Services.
7. Cardholder Entity / Cardholder shall be liable for all charges incurred on the Cards and the Cards are non-transferable.
8. Card Issuer Bank and Enkash may at their sole discretion, utilize the services of external service providers or agents and on such terms as required or necessary, in relation to its products/services.
9. Card Issuer Bank and Enkash may at their sole discretion, offer Cards Services to Cardholder Entity / Cardholder.
10. To protect you and your account, Card Issuer Bank/ Enkash may suspend your use of the Card which is in contravention of this T&C, Cardholder Entity / Cardholder shall indemnify Card Issuer Bank and/or Enkash to make good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse.
11. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
12. Cardholder Entity / Cardholder acknowledge and understand that the Card will continue to be suspended till its liability and the amount will be forfeited if Card Issuer Bank and/or Enkash is made good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse.
13. Card Issuer Bank may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, Card Issuer Bank/ Enkash cannot guarantee any time taken to credit the destination bank account and in no event shall the Card Issuer Bank/ Enkash be liable for any delay in crediting the destination bank account. Cardholder Entity / Cardholder agrees that any delay in such credit does not constitute a breach of these T&C.
14. Card Issuer Bank/ Enkash reserves the right to delay withdrawals while screening for risk, or request Cardholder Entity / Cardholder to provide additional information to verify Cardholder Entity / Cardholder identity and to meet the minimum Cardholder Entity / Cardholder can withdraw with the information is verified.

5. BILLING

1. All Cardholders will be billed twice a month ("Billing Cycle") for all charges incurred by the use of Card. Card Issuer Bank / Enkash shall endeavour that no delay is caused in dispatching the Statement to the Cardholder. However, Card Issuer Bank / Enkash shall not be responsible for any delay in receipt of the Statement by the Cardholder. The Cardholder shall be responsible to keep the ATM/ other disclosures of the same informed to Card Issuer Bank / Enkash in case of non-receipt of the Statement before the Billing Cycle.
2. Card Issuer Bank / Enkash shall endeavour to provide Statement online with suitable security to ensure that the Statement can be accessed only by the Cardholder. In the event of non-receipt of the Statement, for any reason whatsoever, the Cardholder shall be responsible to obtain a copy of the Statement from the ATM/ other disclosures of the same informed to Card Issuer Bank / Enkash and shall ensure that he/she is aware of the charges slips for any charges in the Billing Cycle shall be at the discretion of the Card Issuer Bank/ Enkash and the charge shall be intimated to the Cardholder 30 (thirty) days prior to change in the Billing Cycle.

6. USAGE GUIDELINES

1. The use and validity of the Cards shall be subject to the rules and regulations issued by Card Issuer Bank/ Enkash from time to time, as set out on the Enkash and Card Issuer Bank website.
2. Card Issuer Bank / Enkash has the absolute discretion to withdraw the Cards and/or the Cards Services thereby provided or amend or supplement any of the above Terms and Conditions at any time without prior notice to Cardholder Entity / Cardholder.
3. The Cards may be used through the third party Merchant partners authorized by Enkash and Card Issuer Bank.
4. Cardholder Entity / Cardholder shall not use the Cards Services for any illegal purpose or in violation of any Applicable Law under no circumstances whatsoever allow the Cards to be used by any other individual or entity. Cardholder Entity / Cardholder shall be responsible for all actions geared by Card Issuer Bank/ Enkash and the Cards and shall take all steps towards ensuring the safekeeping thereof. Cardholder Entity / Cardholder shall not disclose Cardholder Entity / Cardholder password to any person or entity and shall not write down the same.
5. Cardholder Entity / Cardholder will be liable for all charges incurred on the Cards and the Cards are non-transferable.
6. In case of any dispute relating to the time of reporting and/ or transaction/s made on the Cards or any other matter in relation to the said Cards, Card Issuer Bank/ Enkash shall reserve the right to accentuate the time and/ or transaction/s made on the Cards.
7. Cardholder Entity / Cardholder shall be responsible to comply with the terms and conditions and the policies prescribed from time to time by Card Issuer Bank, Enkash, RBI and any other regulatory body.
8. Cardholder Entity / Cardholder shall be bound to comply with the terms and conditions and all the policies and procedures of Cardholder Entity / Cardholder as the subject of an investigation. If Cardholder Entity / Cardholder are able to provide sufficient proof to the satisfaction of Card Issuer Bank/ Enkash, as the case may be, Cardholder Entity / Cardholder Cards will be removed from suspension and Cardholder Entity / Cardholder would be free to transact using Cardholder Entity / Cardholder Cards.
9. In case we information is received by Cardholder Entity / Cardholder that the Cards are lost or stolen, Cardholder Entity / Cardholder shall immediately inform Card Issuer Bank/ Enkash and Enkash.
10. No cash withdrawal is permitted on Cards purchased without providing full KYC information to the satisfaction of the Card Issuer Bank/ Enkash. Where permitted, Card Issuer Bank/ Enkash reserves the right to enable or disable cash withdrawal facility on the Cards at POS or ATMs on a Pan India basis at its sole discretion. Card Issuer Bank/ Enkash reserves the right to vary the limits for cash withdrawal, including daily, weekly and monthly transaction value, without prior notice.
11. Card Issuer Bank/ Enkash, at its discretion, may offer card to card, wallet to wallet, person to person, person to merchant, person to bank transfers and any other transfers as are permitted by RBI/ any other regulatory authority from time to time. Card Issuer Bank/ Enkash reserves the right to enable or disable such facility on the Cards at POS or ATMs on a Pan India basis at its sole discretion. Card Issuer Bank/ Enkash reserves the right to vary the limits for such transfers, including daily, weekly and monthly transaction value, without prior notice.
12. Card Issuer Bank/ Enkash reserves the right to delay withdrawals while screening for risk, or request Cardholder Entity / Cardholder to provide additional information to verify Cardholder Entity / Cardholder identity and to meet the minimum Cardholder Entity / Cardholder can withdraw with the information is verified.

7. LOADING OF CARDS

1. All Cards/Accounts will be linked to a mobile number and/or email ID provided by the Cardholder Entity / Cardholder. Any transaction carried out through the mobile number and/or email ID provided by the Cardholder Entity / Cardholder shall be deemed to have been carried out by the Cardholder Entity / Cardholder.
2. Cardholder Entity / Cardholder shall be responsible for the security of the Cards and shall take all steps towards ensuring the safekeeping thereof. Cardholder Entity / Cardholder shall not disclose Cardholder Entity / Cardholder password to any person or entity and shall not write down the same.
3. Cardholder Entity / Cardholder will be liable for all charges incurred on the Cards and the Cards are non-transferable.
4. In case of any dispute relating to the time of reporting and/ or transaction/s made on the Cards or any other matter in relation to the said Cards, Card Issuer Bank/ Enkash shall reserve the right to accentuate the time and/ or transaction/s made on the Cards.
5. Cardholder Entity / Cardholder shall be responsible to comply with the terms and conditions and the policies prescribed from time to time by Card Issuer Bank, Enkash, RBI and any other regulatory body.
6. Cardholder Entity / Cardholder shall be bound to comply with the terms and conditions and all the policies and procedures of Cardholder Entity / Cardholder as the subject of an investigation.
7. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
8. Cardholder Entity / Cardholder acknowledge and understand that the Cards Services are linked to internet connection (in case of internet/mobile accounts and wallets) and Card Issuer Bank/ Enkash shall not be responsible for any loss or damage caused to Cardholder Entity / Cardholder.
9. Cardholder Entity / Cardholder acknowledge and understand that the information submitted by Cardholder Entity / Cardholder for availing the Cards Services or information submitted while using the Cards Services may be used by Card Issuer Bank/ Enkash for providing the Cards Services.
10. Cardholder Entity / Cardholder shall be liable for all charges incurred on the Cards and the Cards are non-transferable.
11. Card Issuer Bank and Enkash may at their sole discretion, utilize the services of external service providers or agents and on such terms as required or necessary, in relation to its products/services.
12. Card Issuer Bank and Enkash may at their sole discretion, offer Cards Services to Cardholder Entity / Cardholder.
13. To protect you and your account, Card Issuer Bank/ Enkash may suspend your use of the Card which is in contravention of this T&C, Cardholder Entity / Cardholder shall indemnify Card Issuer Bank and/or Enkash to make good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse.
14. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
15. Cardholder Entity / Cardholder acknowledge and understand that the Card will continue to be suspended till its liability and the amount will be forfeited if Card Issuer Bank and/or Enkash is made good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse.
16. Card Issuer Bank may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, Card Issuer Bank/ Enkash cannot guarantee any time taken to credit the destination bank account and in no event shall the Card Issuer Bank/ Enkash be liable for any delay in crediting the destination bank account. Cardholder Entity / Cardholder agrees that any delay in such credit does not constitute a breach of these T&C.
17. Card Issuer Bank/ Enkash reserves the right to delay withdrawals while screening for risk, or request Cardholder Entity / Cardholder to provide additional information to verify Cardholder Entity / Cardholder identity and to meet the minimum Cardholder Entity / Cardholder can withdraw with the information is verified.

8. UNAUTHORISED OR ILLEGAL USE AND RELATED AUTHORIZATIONS

1. Cardholder Entity / Cardholder declare that Cardholder Entity / Cardholder shall use the Cards/ Cards Services only for lawful purposes in a lawful manner as may be permitted by Card Issuer Bank and Enkash and for no other purpose whatsoever. Cardholder Entity / Cardholder shall not use the Cards/ Cards Services in any manner that is illegal or violates any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
2. Cardholder Entity / Cardholder shall be responsible for using the Cards Services, in compliance with Applicable Law including without limitation all rules, financial service requirements issued by the RBI, the issuing bank and the Network Association.
3. Cardholder Entity / Cardholder shall be liable for all misrepresentations and / or wrongful usage of service in violation of any Applicable Law, including, but not limited to, the PMLA. Cardholder Entity / Cardholder shall indemnify Card Issuer Bank and/or Enkash to make good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse or violation of Applicable Law in which may expose Cardholder Entity / Cardholder, Card Issuer Bank/ Enkash, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of reputation and goodwill.
4. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
5. Cardholder Entity / Cardholder acknowledge and understand that the Cards Services are linked to internet connection (in case of internet/mobile accounts and wallets) and Card Issuer Bank/ Enkash shall not be responsible for any loss or damage caused to Cardholder Entity / Cardholder.
6. Cardholder Entity / Cardholder acknowledge and understand that the information submitted by Cardholder Entity / Cardholder for availing the Cards Services or information submitted while using the Cards Services may be used by Card Issuer Bank/ Enkash for providing the Cards Services.
7. Cardholder Entity / Cardholder shall be liable for all charges incurred on the Cards and the Cards are non-transferable.
8. Card Issuer Bank and Enkash may at their sole discretion, utilize the services of external service providers or agents and on such terms as required or necessary, in relation to its products/services.
9. Card Issuer Bank and Enkash may at their sole discretion, offer Cards Services to Cardholder Entity / Cardholder.
10. To protect you and your account, Card Issuer Bank/ Enkash may suspend your use of the Card which is in contravention of this T&C, Cardholder Entity / Cardholder shall indemnify Card Issuer Bank and/or Enkash to make good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse or violation of Applicable Law in which may expose Cardholder Entity / Cardholder, Card Issuer Bank/ Enkash, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of reputation and goodwill.
11. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
12. Cardholder Entity / Cardholder acknowledge and understand that the Card will continue to be suspended till its liability and the amount will be forfeited if Card Issuer Bank and/or Enkash is made good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse or violation of Applicable Law in which may expose Cardholder Entity / Cardholder, Card Issuer Bank/ Enkash, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of reputation and goodwill.
13. Card Issuer Bank may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, Card Issuer Bank/ Enkash cannot guarantee any time taken to credit the destination bank account and in no event shall the Card Issuer Bank/ Enkash be liable for any delay in crediting the destination bank account. Cardholder Entity / Cardholder agrees that any delay in such credit does not constitute a breach of these T&C.
14. Card Issuer Bank/ Enkash reserves the right to delay withdrawals while screening for risk, or request Cardholder Entity / Cardholder to provide additional information to verify Cardholder Entity / Cardholder identity and to meet the minimum Cardholder Entity / Cardholder can withdraw with the information is verified.

9. TERMINATION AND VALIDITY OF CARD

1. Cards will expire on the last day of the month and the year indicated on the Cards or as intimated to Cardholder Entity / Cardholder by Card Issuer Bank. The User shall be intimated 30 days prior to the expiry date to utilize the balance amount in the Cards by an SMS and/ or E-mail. The balance amount in the Cards after the expiration date shall be forfeited by Card Issuer Bank/ Enkash and the User cannot claim any refund in respect thereof. The User shall not be entitled to any interest on the balance amount in the Cards. Cardholder Entity / Cardholder shall be responsible for using the Cards before the expiry date and Card Issuer Bank/ Enkash shall not be responsible for extending the validity of the Cards. Cardholder Entity / Cardholder shall be responsible for using the Cards in a timely manner. Cardholder Entity / Cardholder shall be liable for all charges incurred on the Cards and the balance amount available in the Secured Card is any other pre-disposed account of the Cardholder.
2. Card Issuer Bank / Enkash shall be entitled to cancel the Cards with immediate effect even prior to its expiry by office of time, upon the occurrence of any of the following events: (i) the User intimating the loss of the Cards; (ii) any breach of this T&C; (iii) upon a specific request from the User to cancel or suspend the Cards; (iv) Card Issuer Bank/ Enkash is unable or otherwise prevented from processing payments to the Merchants for the Transactions for any reason whatsoever; (v) the User is declared insolvent or bankrupt; (vi) the User is involved in any suit or other proceedings which in the opinion of Card Issuer Bank/ Enkash may affect the User's ability to honour his/her payment obligations; (vii) the User is involved in any criminal proceedings; (viii) the User is found to be misusing the Cards; (ix) the User is found to be involved in any regulatory or monitoring authority.
3. Card Issuer Bank / Enkash shall be entitled to, at any time, with or without notice, at its absolute discretion, terminate the Cards Services. Card Issuer Bank or Enkash may also restrict or suspend the use of Cards Services at any time without assigning any reason whatsoever or without any liability to the Cardholder Entity / Cardholder.
4. The privileges of the Card may be withdrawn and the Card cancelled by Card Issuer Bank/ Enkash, including on the occurrence of an Event of Default (in its absolute discretion and without giving notice thereof to the Cardholder or any other person) including the following events:
5. In case of its activity / transaction on the Card has remained inoperational for the past 12 Months or any such period as deemed by the Card Issuer Bank/ Enkash credit committee, may exercise its right to close the Card account of the Cardholder.
6. Any withdrawal including cash withdrawal transaction carried out by the Cardholder at ATM and fund/spending charges at the Merchant Establishments by the User is solely responsible for protecting account information and the Card Issuer Bank/ Enkash is providing authentication, authorization and access control services for the User's information on a best effort basis and that the User cannot hold Card Issuer Bank/ Enkash responsible for any unauthorized access to the User's information by any person or entity using computer equipment or software to circumvent the security features of the Card Issuer Bank/ Enkash.
7. Subject to rescinding, all the Cardholder can terminate the Terms and Conditions at any time by writing to Card Issuer Bank/ Enkash or intimating the request for closure to Card Issuer Bank/ Enkash. Upon termination for any reason whatsoever, whether at the instance of the Cardholder or Card Issuer Bank/ Enkash, the Cardholder shall remain liable for all charges incurred by the use of the Card. The Card member acknowledges and agrees that upon the death of the Card member, the Card Issuer Bank/ Enkash shall be entitled to block the Card and the Card Issuer Bank/ Enkash shall be entitled to settle the claims only with the estate of the Card member. The Card Issuer Bank/ Enkash shall be entitled to block the Card upon receiving intimation of the death of the Card member and other amounts as specifically authorized by the Card member. The Card Issuer Bank/ Enkash shall be entitled to settle the claims only with the estate of the Card member. The Card member specifically acknowledges that once his Account is closed, the privileges of the Card would withdrawn, reinstatement of the Card would be at the sole discretion of the Card Issuer Bank/ Enkash. The Card member also acknowledges that the aforementioned taken procedure over any.

10. FEES AND CHARGES

1. All fees and charges related to Cards including all fees and charges due to Card Issuer Bank/ Enkash (including applicable charges set out in the fee table provided in clause 9.2 by Enkash to the User, or due to third parties).
2. The Card Issuer Bank / Enkash shall levy the following charges wherever applicable:
   1. The credit provider shall levy below charges for Credit Card product:

No	Particulars	Charges	GST
1	Annual fees	Upto 3% of sanctioned limit	18%
2	Interest on Carry forward balance	Interest at the rate of 2% per month will be charged for the entire billing cycle on the balance outstanding amount carried forward for the date	18%
3	Fuel/SBM Transaction charges	As applicable by the Merchant/Acquirer	18%
4	*Some merchants levy extra charges to cardholders, this will be billed to you as per applicable by merchant	Upto 2% per month on amount withdrawn (from the date of transaction is payment due date)	18%
5	ATM withdrawal charges (Charged by the ATM owning bank)	Upto INR 20 per transaction	18%
6	Vendor/GST/Utility payments made on EnKash platform	Payment gateway charges of 1.5% on the transaction amount	18%
7	*Actual charges will be levied as per the time of usage		

   2. The credit provider shall levy below charges for Debit product

No	Particulars	Charges	GST
1	Annual fees	Upto 3% of sanctioned limit	18%
2	Interest on daily outstanding balance	Interest at the rate of 2% per month will be charged on the daily outstanding balance	18%
3	Late fees on minimum amount	Additional interest rate of 2% per month will be charged on the amount unpaid as on the due date of the statement	18%
4	*Some merchants levy extra charges to cardholders	Upto 2% per transaction/ acquirer	18%
5	ATM withdrawal charges (Charged by the ATM owning bank)	Upto INR 20 per transaction	18%
6	Vendor/GST/Utility payments made on EnKash platform		NIL
7	*Actual charges will be levied as per the time of usage		

   3. The fees and charges shall be updated and intimated to the customer from time to time

10. LOST, STOLEN OR MISUSED CARDS

1. If a Card is lost or misused or the required immediately to the customer service of Enkash. However, in case of loss of Card due to theft, the Cardholder must file a report with the local police station and should be able to produce a copy of the same upon request by Card Issuer Bank/ Enkash. Card Issuer Bank/ Enkash will, upon adequate verification, suspend the Card Account and terminate all facilities in relation thereto and will not be liable for any loss that occurs after the Card has been reported lost or stolen. The Cardholder shall be liable for all transactions made using the Card prior to the Card Issuer Bank/ Enkash receiving notification. The Cardholder shall be responsible for all charges incurred on the Card and the balance amount available in the Secured Card is any other pre-disposed account of the Cardholder.
2. The privileges of the Card may be withdrawn and the Card cancelled by Card Issuer Bank/ Enkash, including on the occurrence of an Event of Default (in its absolute discretion and without giving notice thereof to the Cardholder or any other person) including the following events:
3. In case of its activity / transaction on the Card has remained inoperational for the past 12 Months or any such period as deemed by the Card Issuer Bank/ Enkash credit committee, may exercise its right to close the Card account of the Cardholder.
4. Any withdrawal including cash withdrawal transaction carried out by the Cardholder at ATM and fund/spending charges at the Merchant Establishments by the User is solely responsible for protecting account information and the Card Issuer Bank/ Enkash is providing authentication, authorization and access control services for the User's information on a best effort basis and that the User cannot hold Card Issuer Bank/ Enkash responsible for any unauthorized access to the User's information by any person or entity using computer equipment or software to circumvent the security features of the Card Issuer Bank/ Enkash.
5. If it suspects that the Card may be misused to rely upon any third party systems, tools or mechanisms to safeguard its own systems against any fraud. Such third party systems may only upon the User 's data and
6. The User acknowledges that the Card Issuer Bank/ Enkash may transmit his/her name/Cardholder's information to certain third parties in connection with the Cards, and the User hereby, at its option and without liability to Cardholder Entity / Cardholder or such other person, declare and reputation of Cardholder Entity / Cardholder alleged to have been caused by the repossession of the Cards and or, any request for its return or the refusal of any Merchant to honour the Cards.
7. any non-statement, misrepresentation, error or omission in any details disclosed by Card Issuer Bank or Enkash as otherwise required by law.

11. LIABILITY OF THE CARD ISSUER BANK/ ENKASH AND CARDHOLDER ENTITY / CARDHOLDER

1. The Cards Services are provided on an "as is" and "as available" basis. Use of the Cards Services is at Cardholder Entity / Cardholder own risk. To the maximum extent permitted by Applicable Law, the Cards Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You decide whether or not, to use Cards Services. Cardholder Entity / Cardholder Cards Services are linked to internet connection (in case of internet/mobile accounts and wallets) and Card Issuer Bank/ Enkash shall not be responsible for any loss or damage caused to Cardholder Entity / Cardholder. Cardholder Entity / Cardholder shall be responsible for using the Cards Services, in compliance with Applicable Law including without limitation all rules, financial service requirements issued by the RBI, the issuing bank and the Network Association.
2. Cardholder Entity / Cardholder shall be liable for all misrepresentations and / or wrongful usage of service in violation of any Applicable Law, including, but not limited to, the PMLA. Cardholder Entity / Cardholder shall indemnify Card Issuer Bank and/or Enkash to make good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse or violation of Applicable Law in which may expose Cardholder Entity / Cardholder, Card Issuer Bank/ Enkash, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of reputation and goodwill.
3. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial decrees, Enkash policies, Card Issuer Bank policies, Network Association rules and regulations, as may be applicable from time to time in India or in any other jurisdiction.
4. Cardholder Entity / Cardholder acknowledge and understand that the Card will continue to be suspended till its liability and the amount will be forfeited if Card Issuer Bank and/or Enkash is made good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Enkash may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder Cards Services misuse or violation of Applicable Law in which may expose Cardholder Entity / Cardholder, Card Issuer Bank/ Enkash, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of reputation and goodwill.
5. Card Issuer Bank may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, Card Issuer Bank/ Enkash cannot guarantee any time taken to credit the destination bank account and in no event shall the Card Issuer Bank/ Enkash be liable for any delay in crediting the destination bank account. Cardholder Entity / Cardholder agrees that any delay in such credit does not constitute a breach of these T&C.
6. Card Issuer Bank/ Enkash reserves the right to delay withdrawals while screening for risk, or request Cardholder Entity / Cardholder to provide additional information to verify Cardholder Entity / Cardholder identity and to meet the minimum Cardholder Entity / Cardholder can withdraw with the information is verified.

12. DISCLOSURE OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

1. Except for information that Cardholder Entity / Cardholder submits, all the information available on or through the Cards/ Cards Services and/or Card Issuer Bank's website, including without limitation, text, photographs, graphics and video and audio content, is owned by Enkash and its licensors and is protected by copyright, trademark, patent and trade secret laws, other proprietary rights and international treaties.

13. GENERAL PROVISIONS

1. The User cannot assign or otherwise transfer any rights, liabilities and/or obligations hereunder, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. Card Issuer Bank / Enkash's rights and/or obligations hereunder are freely assignable or otherwise transferable by it to any third parties without the requirement of seeking the User 's prior consent. Card Issuer Bank/ Enkash may disclose any information about the User