Terms and Conditions governing Operations of RuPay Debit cum ATM Card

- 1. The Mangalore Co-operative Town Bank Ltd-RuPay Debit cum ATM Card (hereinafter referred to as "The Mangalore Co-operative Town Bank Ltd-RuPay Debit Card") shall mean the card issued by The Mangalore Cooperative Town Bank Ltd (hereinafter referred to as "the Bank" and means and includes its successors and assigns), to the applicant account holder (hereinafter called "the Cardholder" and means and includes His/ Her legal representatives / heirs, administrators and executors) whose application is accepted by the Bank, for effecting certain banking transactions by electronic means through Automated Teller Machines (ATMs) installed at any of the Bank's branches or at specified locations as well as ATMs of other banks displaying RuPay Logo. Transaction also include cash withdrawals, payments for purchases made / services availed at Merchant Establishments and availing other services by utilizing the Cards at ATMs, MEs, POS terminals.
- 2. The Mangalore Co Operative Town Bank Rupay Debit Card shall be issued by the Bank solely at its discretions to SB/CA accounts holders (hereinafter referred to as "Cardholders") provided He /She Satisfies the applicable eligibility norms and or maintains prescribed minimum balance in his/ her account.
- 3. The Mangalore Co Operative Town Bank Rupay Debit Card is and shall remain in the property of the Bank at all times and will be returned by the Cardholder unconditionally and immediately upon Bank's Request. The Bank Reserves the right to withdraw / Cancel The Mangalore Co Operative Town Bank Rupay Debit Card or any of the services offered therewith at any time without prior notice.
- 4. a) The Mangalore Co Operative Town Bank Rupay Debit Card shall be use by the Cardholder only and is not transferable.
 - b) The Card holder shall take all necessary precautions tenure the safety of the card.
 - c) The Cardholder shall not inform / disclose to any person the Personal identification Number ("PIN") given by the Bank for access to ATM and the PIN used by him / her for transacting through ATM at any time and under any circumstances voluntarily or otherwise.
 - d) PIN is for the personal use, strictly confidential and not transferable. The cardholder shall not keep a written record of his /her PIN in any place or manner, which may enable a third party to use The Mangalore Co Operative Town Bank Rupay Debit Card. There is a provision to change the PIN in the ATM and Cardholder must change the default PIN provided by the Bank Immediately on receipt of The Mangalore Co Operative Town Bank Rupay Debit Card. PIN shall not be used for any purpose other than for transactions designated by the Bank for use through ATMs. The Mangalore Co Operative Town Bank-Rupay Debit Card shall be collected through the branch where the Cardholder maintains his / her account.
 - e) The Bank Shall not be liable whatsoever for any loss / damage arising out of issue of The Mangalore Co Operative Town Bank –Rupay Debit Card and related PIN to the cardholder.
 - f) The Cardholder is solely responsible for all the transactions effected by the use of The Mangalore Cooperative Town
 Bank- Rupay Debit Card whether authorized by the Cardholder or not and shall indemnify the Bank for all loss or damage
 caused by any unauthorized use of The Mangalore Co Operative Town Bank Rupay Debit or related PIN of the Cardholder.
 g) All the transaction arising from the use of The Mangalore Co Operative Town Bank Rupay Debit Card to operate a designated
 joint account shall be binding on all account holders jointly and severally.
- 5. The Bank shall debit the Cardholder's Account with the amount of any withdrawal, transfer, and / or other transaction effected by the use of The Mangalore Co-Operative Town Bank Rupay Debit -Card through The Mangalore Co Operative Town Bank-ATMs installed at any of its branches or at specific locations as well as other bank ATMs and POS terminals in accordance with the Bank's record of transactions. The Cardholder shall maintain sufficient funds in his / her account to meet any such truncations. At no time shall the Cardholder use or attempt to use the card for withdrawal or transfer without having sufficient fund in his / her account. When an account is overdrawn by the cardholder, interest shall be charged on such overdrafts as prescribed by the Bank.
- 6. The records of the Bank in computers of The Mangalore Co Operative Town Bank Rupay Debit transactions at any of the Bank's ATM's/POS terminals shall be conclusive and binding on all concerned for all purposes.
- 7. All fees related to The Mangalore Co Operative Town Bank Rupay Debit are determined by the Bank from time to time and will be recovered to the debit of the Cardholder's account and the Cardholder hereby unconditionally agrees to pay /provide funds for such levy.
- 8. If The Mangalore Co Operative Town Bank Ltd-Rupay Debit Card is lost or stolen, the cardholder shall immediately report the Bank by the quickest mode of communication and confirm the same in writing as soon as possible. Similarly any instruction to stop operation of Mangalore Co Operative Town Bank Rupay Debit Card facility shall be writing. Till such notification is received and acted upon by the Bank, the cardholder will be responsible for all transactions effected by the use of the Mangalore Co Operative Town Bank-Rupay Debit Card. Any replacement of The Mangalore Co Operative Town Bank Rupay Debit card shall be subject to the terms and conditions, which are in force at the time of issuing the replacement card.

- 9. The Bank will not be liable for any failure loss provide any service or to perform any obligation hereunder where of such failure is attributable (directly or indirectly) to any malfunction of the Machine or the card, failure of communication lines or any other circumstances beyond the control of the Bank. The Bank will not be liable for any dispute, consequential or indirect loss or damage, arising from or related to the use of The Mangalore Co Operative Town Bank Rupay Debit Card. Any statement issued by the machine at the time of withdrawal shall be conclusive unless verified and found otherwise by the bank. Any such verification shall likewise be final and conclusive and the cardholder shall not have objection thereto.
- 10. In case cardholder decides to terminate the use of the The Mangalore Co Operative Town Bank Rupay Debit Card, the cardholder shall give the Bank not less than 7 days prior notice in writing and forthwith surrender the The Mangalore Co Operative Town Bank Rupay Debit Card to the branch of the Bank from where he/she obtained the ATM card and obtain a valid receipt thereof. Such termination shall also be deemed as termination of the The Mangalore Co Operative Town Bank Rupay Debit facility accorded by the Bank to the Cardholder. However the Cardholder shall be liable to the Bank for all the transactions put through the The Mangalore Operative Town Bank Rupay Debit Card.
- 11. In case the Bank decides to 'hot list' The Mangalore Co Operative Town Bank Rupay Debit Card or cancel the ATM facility for any reason
 - whats oever, The Mangalore Co Operative Town Bank Rupay Debit Card facility shall stand automatically cancelled/withdrawn. The Bank will not be in the position to intimate the Cardholder personally before 'hot listing' such ATM card. Appropriate service charges shall also be levied to the Cardholder's A/c and the Cardholder shall be liable for the same.
- 12. The Bank reserves the right to disclose in strict confidence to other institute, such information concerning the Cardholders account as may be necessary or appropriate in connection with the card transactions or its participation in any electronics fund transfer network.
- 13. Any notice hereunder sent by post will be deemed to have been received by the Cardholder within 7 days of posting to the address notified in writing to the bank by the Cardholder. Notifications of changes by such means as the bank may consider, appropriate will constitute effective notice to the Cardholder thereof.
- 14. The Bank shall be entitled to terminate the The Mangalore Co Operative Town Bank Rupay Debit Card facility with immediate effect and recall / return of The Mangalore Co Operative Town Bank Rupay Debit Card upon the occurrence of any of the following events:
 - a) Failure to adhere or comply with this terms and conditions or as may be stipulated from time to time.
 - b) Upon hot listing the The Mangalore Co Operative Town Bank Rupay Debit Card or in the event of the default under any agreement or commitment (Contingent or otherwise) entered into with the Bank.
 - c) Upon the bankruptcy or any insolvency / other proceedings or similar nature imposed on the Cardholder.
 - d) Death of the Cardholder.
 - e) Any other event by which the Bank concludes that allowing possession of the Cardholder is detrimental to the image or interest of the Bank.
- 15. The Cardholder(s) has/have read, understood and agreed to be bound by the terms and conditions herein mentioned. The Bank may in it's absolute discretion withdraw the card, the service thereby provided or to add / modify / delete any of the terms and conditions at any time without prior notice to the Cardholder and the same shall be binding on the Cardholder. Use of The Mangalore Co Operative Town Bank Rupay Debit Card after the date specifying such modifications/changes will constitute acceptance of such change.
- 16. The powers and authorization conferred on the Bank are irrevocable.
- 17. Any claim or dispute under The Mangalore Co Operative Town Bank Rupay Debit Card system shall be subjected to Mangalore Jurisdiction only.

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