

## Most Important Terms & Conditions (MITC)

These Most Important Terms and Conditions apply to Uni Credit Card(s) (“Card(s)”) issued by SBM Bank (India) Limited (“Bank”) in partnership with its co-branding partner Uniorbit Platform Services Private Limited (“USPSL”). Your Card is managed by Uniorbit Technologies Private Limited (“Uni”) which is the outsourced service provider of the Bank.

Uni's and USPSL's actions are in concurrence with the instructions provided by the Bank. This MITC is subject to change at the discretion of the Bank and in accordance with laws as applicable from time to time.

Activating your Card from the Uni mobile application (“Uni App”) or clicking on ‘Submit’ or ‘I Agree’ or any similar tab/icon would mean acceptance of the below terms and conditions by the cardholder/cardmember/user (“Cardholder”/ “You”).

The MITCs are subject to changes from time to time. The most recent version will always be available on the website.

### 1. Fees and Charges -

#### a) Schedule of Charges -

Sr No.	Fee & Charges	Description
1	Joining Fee for Primary Cardholder	Nil
2	Annual Membership fee for Primary Cardholder	Nil
3	Card Cancellation Fee	Nil
4	Card Replacement Fee	Upto ₹249
5	Card Renewal Fee	Nil
6	ATM Withdrawal Fee	2.5% (Min Fee of ₹300)

7	Overlimit Fee	2.5% of Overlimit amount (Min ₹500)																								
8	Service Charges for Transactions																									
	a) Rewards Redemption Fee b) Forex Markup Fee	a) Nil b) Nil																								
9	Interest-free Period*	Upto 47 days																								
10	Interest Rate post Interest Free Period	Upto 4.2% per month or Upto 50.4% per annum																								
11	Interest on ATM Withdrawals	Upto 4.2% per month or Upto 50.4% per annum																								
12	Late Fee	<table border="1"> <thead> <tr> <th>Total Amount Due (Rs.)</th> <th>Late Fee (Rs.)</th> </tr> </thead> <tbody> <tr> <td>1- 200</td> <td>30</td> </tr> <tr> <td>201 - 400</td> <td>50</td> </tr> <tr> <td>401 - 1000</td> <td>100</td> </tr> <tr> <td>1001 - 2000</td> <td>250</td> </tr> <tr> <td>2001 - 3500</td> <td>500</td> </tr> <tr> <td>3501 - 5000</td> <td>750</td> </tr> <tr> <td>5001 - 7500</td> <td>1,000</td> </tr> <tr> <td>7501 - 10000</td> <td>1,250</td> </tr> <tr> <td>10001 - 15000</td> <td>1,500</td> </tr> <tr> <td>15001 - 20000</td> <td>2,000</td> </tr> <tr> <td>&gt;20000</td> <td>2,400</td> </tr> </tbody> </table>	Total Amount Due (Rs.)	Late Fee (Rs.)	1- 200	30	201 - 400	50	401 - 1000	100	1001 - 2000	250	2001 - 3500	500	3501 - 5000	750	5001 - 7500	1,000	7501 - 10000	1,250	10001 - 15000	1,500	15001 - 20000	2,000	>20000	2,400
Total Amount Due (Rs.)	Late Fee (Rs.)																									
1- 200	30																									
201 - 400	50																									
401 - 1000	100																									
1001 - 2000	250																									
2001 - 3500	500																									
3501 - 5000	750																									
5001 - 7500	1,000																									
7501 - 10000	1,250																									
10001 - 15000	1,500																									
15001 - 20000	2,000																									
>20000	2,400																									
13	Repayment Charges	Nil																								
14	Minimum Amount Due	- 5% of (All Spends PLUS Interest, if any) PLUS - Applicable Fees and Charges PLUS - Previous unpaid Minimum Amount Dues, if any																								
15	Surcharge	- Surcharge shall be levied on certain transactions,																								

		<p>if applied by the merchant.</p> <p>- Fuel Transaction Surcharge: Surcharge waived off up to ₹500 per Statement Cycle. Waived off for fuel transactions upto ₹8,000.</p>
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*All fees, interest and charges shall be exclusive of applicable taxes including GST ("Goods and Service Tax")*

*TDS may be charged on cash withdrawal as per applicable law.*

**ATM Withdrawal:**

You can use the Card to withdraw cash from ATMs in India and/or overseas (except foreign currency transactions in Nepal and Bhutan) in accordance with the compatibility of the Card at the said ATM(s).

**\*Interest-free Period:**

Please remember that this facility of an interest free period will be available to you only if you have paid the previous month's outstanding amount in full.

**b) Minimum Amount Due**

When you get your statement, you can choose to pay the Total Amount Due ("Billed Amount" / "TAD") or the Minimum Amount Due ("Minimum Due" / "MAD") or any amount between Minimum Amount Due ("Minimum Due" / "MAD") and Total Amount Due ("Billed Amount" / "TAD") as per your statement. The remaining balance can be carried forward to subsequent months. MAD (Min ₹100) will be calculated as follows –

- i) 5% of (All Spends and Interest, if any) PLUS
- ii) Applicable Fees and Charges PLUS
- iii) Previous unpaid Minimum Amount Dues, if any

You can also pay the Total Amount Due or an amount between the Minimum Amount Due and Total Amount Due. Payment should be made before payment due date to avoid Late Fee.

If Total Amount Due is less than Rs.100, Minimum Amount Due would be equal to the Total Amount Due.

**c) Financial Charges -**

- i) Interest will be charged if the total amount due as specified in the monthly statement ("Total Amount Due") is not paid by the payment due date.
- ii) At the end of each day, all the unpaid transactions will be multiplied by the daily rate to arrive at the daily interest charges, which then cumulatively get billed to you in the next/forthcoming billing statement. For each unpaid transaction, a daily interest is applicable from the date of the transaction until

it is cleared. Currently, the interest rate on unpaid dues is upto 4.2% per month excluding GST.

- iii) Interest on ATM Withdrawal as mentioned above shall be levied on all such withdrawals from the date of withdrawal until the date of full repayment, unlike Retail purchases, where interest is levied depending on the payment of 100% Billed Amount, by the Payment Due Date. It would be billed to you in the next/forthcoming billing statement.
- iv) The rate of interest may be changed at the sole discretion of the Bank.
- v) **Below is the indicative illustration for calculating interest:** In the table given below, it has been assumed that Statement Date is on the 10th of every month and Payment Due Date is on the 27th of every month. Further, the customer makes a transaction of ₹10,000 and decides to pay only a part (₹1,000) of the Total Amount Due. For the purposes of this illustration, the interest rate applicable to the customer is 3.5% per month (42% per annum).

10th Aug Statement should have the following entries -

Transaction Description	Date	Amount
Purchase 1	1st Aug	Transaction Amount = ₹10,000
Statement Date	10th Aug	Billed Amount = ₹10,000
Statement Date	10th Aug	Minimum Amount Due = ₹500

10th Sep Statement should have the following entries (assuming no new transactions are done in this cycle) -

Transaction Description	Date	Amount
Payment Made	15th Aug	Payment Amount = ₹1,000
Payment Due Date	27th Aug	-
Interest	10th Sep	₹431.51
Statement Date	10th Sep	Billed Amount = ₹9431.51 (9,000 + 431.51)

Interest Calculations -

Interest Calculations @42% per annum	Date	Amount
1. Interest on 10,000 = 10000 (Amount) * 15 (Number of days) * (0.48/365) (Daily Interest Rate)	1st Aug - 15th Aug	172.60
2. Interest on 9,000 = 9000 (Amount) * 25 (Number of days) * (0.48/365) (Daily Interest Rate)	16th Aug - 9th Sep	258.90

Total Interest Charged		431.51
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*Note:*

- 1. GST will be applicable on Interest charges and Late Fee.*
- 2. These illustrations are meant to be indicative and to show how interest is calculated and charged. Actual amounts can vary depending on specific cases.*

#### **d) Late Fee:**

Late Fee will be applicable if the Minimum Amount Due is not paid by the payment due date.

#### **Example:**

Consider the Total Amount Due is ₹10,000 and payment due date is 27<sup>th</sup> Aug. In case the customer doesn't pay at least the Minimum Amount Due i.e., ₹500, by the payment due date, then a Late Fee of ₹1,250 will be applied to the Cardholder on 28<sup>th</sup> Aug. Late Fee is applied as per the slabs defined above. This charge will also be applicable if you make a payment of less than the minimum amount due by the payment due date.

## **2. Limits**

**Credit Limit:** The limit up to which you can make purchases.

**ATM Withdrawal Limit:** The limit up to which you can withdraw cash from an ATM. The ATM Withdrawal Limit is a part of the overall Credit Limit assigned to you. It can be upto 10% of your Credit Limit.

Your account will be reviewed periodically and the bank reserves the right to increase (with appropriate customer consent) or 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.

## **3. Billing**

### **a) Billing statements (periodicity and mode of sending):**

Your billing statement will be generated every month (either on 4<sup>th</sup> or on 20<sup>th</sup>) and can be modified once to the alternative option (i.e., if it is 4<sup>th</sup> then you can change it to 20<sup>th</sup> and vice-versa) as per your convenience. You can view the statement in the Uni App. It will contain a break-up of all purchases, repayments, fees, interest charges, refunds and taxes. In case the Card was not used in a month, the statement will mention there were no spends in that month. The Uni App also has an option to view the statement in PDF format, which can then be downloaded from the mobile phone.

### **b) Refunds/Failed/Chargebacks/Reimbursements:**

You must pay for the transactions billed in the billing statement to avoid any additional charges being levied. Any refunds, chargebacks or reimbursements which are not shown in the billing statement, should not be adjusted or reduced by you from the Total Amount Due on your own when making the payment. Refunds/chargebacks/reimbursements if any, will be reflected in your Card Account, as and when such refunds/failed/chargeback/reimbursement are received, and these will be adjusted immediately against your dues in your billing statement, as applicable.

**c) Method of payment:**

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

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

*Note: 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.*

**d) Billing disputes resolution:**

All the contents of the statement will be deemed to be correct and accepted if you do not inform us of any discrepancies within 30 days of the statement date. In the event of billing disputes/discrepancies, Uni shall investigate and confirm the liability for such transactions. For certain disputes, Uni may 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 and charges or interest.

**e) Contact particulars of card issuer:**

In case you need any help, you can reach out at the following:

Email: [care@uni.club](mailto:care@uni.club)

Customer Service Number: 080 6821 6821

**f) Refund of credit balance/excess amount:**

In case there is a credit balance/excess amount lying in your Card account due to additional repayment or a refund, this amount can be adjusted against future pending dues, or it can be refunded to you as per your request.

- i) if this credit balance/excess amount is to be adjusted against future pending dues, no action is required by you.
- ii) if this credit balance/excess amount is to be refunded, the following procedure must be followed by you:
  - (1) request a refund of this credit balance/excess amount in writing by either by sending an email to [care@uni.club](mailto:care@uni.club) from your registered

email id or reaching out to care on Whatsapp or call on 080-6821-6821, along with the reason for making a repayment in excess of the current dues.

- (2) submit the bank statement of the account from where the last two repayments towards your Card have been made
  - (3) submit a copy of your PAN card, if the credit balance/excess amount is more than ₹49,000 (if required)
  - (4) if your Card account has been closed, provide details of the savings bank account to which the credit balance/excess amount can be refunded
- iii) Requests for refund of credit balance/excess amount less than ₹1,000 will not be processed
  - iv) If the Card account stands cancelled, the credit balance/excess amount will be refunded to the Cardholder's savings bank account as per the procedure outlined in clause ii) above. Bank account details must be provided in the email.
  - v) No interest will be payable on any credit balance/excess amount lying in the Cardholder's Card account.
  - vi) Cardholders are not permitted to make excess payment into their Card account to artificially enhance their sanctioned credit limit for honouring high value transactions.

#### **4. DEFAULT AND CIRCUMSTANCES –**

- a) Procedure including notice period for reporting a Cardholder as defaulter:

If you do not pay at least the Minimum Amount Due even 3 days after the payment due date, the Card will be reported as delinquent by the Bank to the Credit Information Companies ("CICs"), authorised by the RBI. Non-payment of Minimum Amount Due may also lead to discontinuation of the credit card services.

- b) Procedure for withdrawal of default report and the period within which the default report would be withdrawn after settlement of dues:

Once reported to the CICs there is no withdrawal of the report. However, if dues are settled by you, this information will be provided to the Bank for sharing with CICs in the subsequent month.

- c) Recovery procedure in case of default:

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 to remind, follow up and collect 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.

- d) Recovery of dues in case of death/permanent incapacitation/insolvency/bankruptcy of Cardholder:

The death or in capacitance, insolvency or bankruptcy of a Cardholder shall automatically cancel the Card issued to the Cardholder. The Card account would also be liable to be suspended on instructions from any government regulatory body. All amounts outstanding on the Card account shall be deemed to have immediately become due on death or incapacitation, insolvency, bankruptcy or instruction from government/regulatory bodies, as the case may be, and Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to the obligation of the Cardholder to forth with pay all outstanding amounts.

## **5. RIGHT OF LIEN/SET-OFF**

The Bank, at any time and without notice, will have lien and right to set-off on all monies belonging to the Cardholder and/or add on Cardholder standing to their credit in any account/custody of the Bank, if upon demand by the Bank, the balance amount on the Card account is not repaid within the prescribed time.

## **6. TERMINATION/REVOCAION OF CARD MEMBERSHIP**

### **a) Procedure for surrender of Card by Cardholder - due notice:**

- i) 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 linked to your Card (if applicable and/or availed of) will immediately become due.
- ii) 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.
- iii) Upon termination/revocation of Card membership for any reason whatsoever, whether at the instance of the Cardholder or the Bank or Uni, the Cardholder shall remain liable for all charges incurred by the use of the Card.
- iv) 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.
- v) For avoiding misuse, it is advised to destroy the Card ensuring that the hologram, magnetic strip and chip are destroyed permanently.
- vi) Your Card account will be closed only once the Bank receives the payment of all amounts due and outstanding in respect of the said Card account.

### **b) Procedure for revocation of Card membership:**



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

- i) Delayed or dishonoured payments, improper use of credit card (in violation of RBI and Foreign Exchange rules)
- ii) Misleading or incorrect information / documents given along with card application.
- iii) 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.
- iv) Involvement in any civil litigation or criminal offence / proceedings by any authority, court of law or professional body or association.
- v) Changes in credit policy due to prevailing conditions / unforeseen circumstances.
- vi) You may continue to get your billing statements with actual outstanding, even after closure of the Card account.
- vii) In case your Card has not been used for more than one year then we will notify you of the dormancy within 30 days. If the Card is still not used or no reply is received for the continuation of Card, the Card will be closed and reported to the bureau, subject to payment of all dues by the Cardholder.

## **7. LOSS/THEFT/MISUSE OF CARD**

Procedure to be followed in case of loss/theft/misuse of Card -

- i) In case your Card is lost, stolen, misplaced, or if the Card PIN has been compromised, report this immediately from the Uni App or via phone/whatsapp on 080-6821-6821 or email us on [care@uni.club](mailto:care@uni.club). If your Card is misplaced, you can lock the Card temporarily from the Uni App. You can also reset the Card PIN from the Uni App.

In case the mobile phone with the Uni 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.

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)

- ii) Liability of Cardholder in case of (i) above

You will be liable for all losses owing to any misuse that happened with your consent or knowledge or prior to informing us about loss of card/phone or inadvertent sharing of information enabling such a transaction.

NEVER share your Uni App PIN and Card PIN with anyone!

## **8. DISCLOSURES**

- a) Bank will share credit information including but not limited to the current balance linked to the Card (if applicable and/or availed of), balance outstanding on the Card, payment history etc. with CICs authorised by RBI, as per the Credit Information Companies (Regulation) Act, 2005.
- b) Banks have all responsibility for adherence to all regulatory rules, directions, and guidelines including guidelines on outsourcing of financial services by banks or NBFCs issued by the RBI. Uni does not provide any services in contravention of the guideline on outsourcing of financial services by banks or NBFCs issued by the RBI.
- c) Uni will provide particulars of the Card account to the statutory authorities and the Bank, as needed.
- d) Transaction alerts received may not be assumed as a confirmation of transaction completion.
- e) If you do not wish to receive any marketing calls/emails from Uni for other products, you can register for the Do Not Disturb service and also unsubscribe from promotional emails by clicking on the link which will be provided in such emails.
- f) You will continue to receive communications about transactions and core features of the Card. An updated copy of this MITC document will always be available on <https://www.uni.cards>

**9. Grievance Redressal and Compensation Framework**

- a) Grievance redressal and escalation process and Timeline for redressal of grievance:
  - i) Timeline for redressal of grievance  
 If your grievance is not satisfactorily resolved after reaching out to [grievance@uni.club](mailto:grievance@uni.club), you can reach out to the bank on SBM Bank helpline - 1800 1033 817 or email on [customercare@smbank.co.in](mailto:customercare@smbank.co.in)  
  
 If the issue remains unresolved beyond 30 days even after reaching out to the above channels, or if the response is unsatisfactory, you may write to the Banking Ombudsman for an independent review. Details of the Banking Ombudsman Scheme are available on the RBI website at <https://www.rbi.org.in/>
- b) Below compensation framework will be followed in case of delay in resolving any issue related to unsuccessful/failed transactions, delay in redressal of grievance, delay in closing of account/blocking of lost or stolen cards:

Sr. A	Description of Incident	Compensation Payable
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01	Card closure request subject no pending dues to be cleared	₹500 + GST per day of delay beyond T+7 days
02	Point of Sale/CNP Transaction debited from account but not settled by merchant	₹100 + G.S.T per day of delay beyond T+5 days for domestic and T+15 days for international

## 10. UNI REWARDS PROGRAMME

a) By using your Card, you are automatically enrolled in the Uni Rewards Programme. Under the Rewards Programme, when you transact with your Card, 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 Uni App to redeem for cashback into the Card account or pay for other purchases or for exciting offers shown in the Uni App from time to time.

b) Earn Uni Coins:

- i) Uni Coins will be credited to your Card account only for an eligible purchase made through your Card.
- ii) Uni Coins might not accrue for money transfers, rent payments, fuel transactions, cash withdrawals, digital wallet loading or top-up transactions and international transactions. Sometimes, when you purchase a service/product on a digital wallet app which also offers in-app purchases, you may not get Uni Coins, as it involves actual wallet load, which is then used to make payment to the merchant.
- iii) Currently, you will get 1 Uni Coin on every purchase of ₹1.

c) Redeem Uni Coins:

- i) No fee is levied if you wish to redeem Uni Coins.
- ii) Uni Coins may be redeemed in the following ways, including but not limited to: -
  - (1) Cashback: The Uni Coins can be redeemed for cashback into the Card account
  - (2) Uni Reward Store purchase ("Uni Store"): For purchasing products on the Uni Store, the Cardholder may either (i) pay the full price as listed on Uni Store for such product; or (ii) in certain situations, avail a lower price as listed on Uni Store, by redeeming Uni Coins.

- (3) Uni Coins may be redeemed for other offers/benefits as applicable from time to time.
- (4) Process of redemption of Uni Coins will be provided inside the Uni App subject to change from time to time.
- (5) On redemption, the rewards points so redeemed will be automatically subtracted from the accumulated Uni Coins in your Card account.

**11. Other Card Specific Terms and Conditions applicable to the above programme:**

- a) Uni Coins which have been credited or debited to or from your Card account shall be reflected on the Uni App. You can also view the Uni Coins accumulated by you on the Uni App.
- b) Uni reserves the right to wholly or partly modify the Uni Rewards Programme. Uni also reserves the right to change the 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.
- c) In case, this Uni Rewards Programme comes in conflict with any rule, regulation or order or any statutory authority, then Uni has the absolute authority and right to modify or cancel this Uni Rewards Programme to give effect to said requirements.
- d) 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) Uni 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 Uni'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.
- e) Uni will not be held responsible if any supplier of products / services offered to you withdraws, cancels, alters or amends those products / services.
- f) Uni makes no warranties for the quality of products / services provided by the merchant establishments participating in the Uni Rewards Programme.
- g) You may note that every purchase is assigned a different "Category" depending upon the Merchant Category Code ("MCC") defined by VISA. 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.
- h) Redemption of Uni Coins is subject to regular payment behaviour by the customer. Bank/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.
- i) 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

## **2. IMPORTANT REGULATORY INFORMATION**

- a) Your Card is valid for use both in India as well as abroad. It is, however, not valid for making foreign currency transactions in Nepal and Bhutan.
- b) 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 and/or closure of the Card.
- c) Usage of the Card for transacting outside India must be made in accordance with this MITC and all applicable laws, including the Exchange Control Regulations of the RBI and the Foreign Exchange Management Act, 1999, and in the event of any failure to do so, you may be liable for penal action.
- d) Arbitration Clause -

All disputes, differences and / or claims or questions arising out of these presents, or in any way touching or concerning the same 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. The Arbitration proceedings shall be held in Bangalore.

# Terms & Conditions

This document is an electronic record in accordance with the Information Technology Act, 2000 and rules, as amended from time to time.

These Terms and Conditions (“Terms”) apply to the credit card issued by the Card Issuer in partnership with Uniorbit Platform Services Private Limited (“UPSPL”). By activating your Card through the Portal and clicking on ‘Submit’ or ‘I Agree’ or any similar tab/icon would mean acceptance of the below mentioned Terms by You.

If You do not agree with any of these Terms, including any future modifications to these Terms, You must immediately cease accessing and/or using the Portal and Card Services. Uni shall have the right to modify these Terms at any time and publish the same on the Portal. You must keep yourself up to date and read these Terms at close intervals.

Your acceptance of these Terms will operate as a binding agreement between You and Uni, in respect of Your use of Card Services and the Portal.

## 1. Definitions

All of the defined and capitalized terms in these Terms will have the meaning assigned to them here below:

- (i) **“Account”** shall mean and refer to the account created by the User on the Portal, for availing Card Services.
- (ii) **“Applicable Laws”** shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court and applicable international treaties and regulations, in force at the relevant time in India.
- (iii) **“Card”** shall mean a credit card issued by the Card Issuer, in partnership with UPSPL under a co-branding arrangement.
- (iv) **“Card Issuers”** Banks which issue credit cards and NBFCs which have been permitted by Reserve Bank of India “RBI” to issue credit cards in India
- (v) **“Card Services”** shall mean the Card related and other associated services offered by Uni in partnership with the Card Issuer. The Card Issuer/Uni reserves the right to add, remove or modify any features in the Card Services as and when it deems fit. The detailed terms of the same are specified under the MITC issued by the Card Issuer.
- (vi) **“Merchant”** shall mean any merchant/seller on which the User is transacting using Card/Card Services.

- (vii) **“Merchant Platform”** shall mean the mobile or other application, web-application, weblink or any other platform owned and/or operated by the Merchant for sale of its products/services.
- (viii) **“MITC”** means the detailed document containing the Most Important Terms and Conditions along with the schedule of charges applicable on the Card and Card Services. These charges are subject to changes at the sole discretion of the Card Issuer.
- (ix) **“Portal”** refers to the website, at the URL <https://www.uni.cards/> or Uni mobile application.
- (x) **“Privacy Policy”** shall mean the privacy policy of Uni applicable to You.
- (xi) **“Uni”** shall mean Uniorbit Technologies Private Limited, responsible for managing the Portal.
- (xii) **“User”** shall mean and refer to any individual or legal entity who registers with Uni to receive the Card Services.
- (xiii) **“We”** or **“we”** or **“us”** means Uni.
- (xiv) **“You”** or **“you”** or **“your”** means a User.

## 2. Eligibility

In order to use the Portal and Card Services, you are required to be (i) at least 18 years of age; (ii) legally competent to contract under the Indian Contract Act 1872 satisfy the below criteria; (iii) citizen of India; (iv) tax resident of India and (v) represent that you have read and understood these Terms and are not legally or otherwise barred from using the Portal or Card Services.

## 3. Uni Account

- (i) You can register as a User by providing necessary information that we may deem fit and may require from time to time. This will be communicated to you on the Portal. You understand and agree that you are responsible for the accuracy of the information you provide for account creation. We shall bear no liability for false, inaccurate or incomplete information provided by you.
- (ii) Please note that we reserve the right to terminate or suspend your Account at any time, if any information provided by you is false, inaccurate or incomplete or if we discover that you are not eligible to use Card Services or for any other reason that we deem fit and we are not obliged to provide you the reasons for such termination or suspension. Note that in case of any change or modification in the information provided by you, please inform us immediately.
- (iii) You agree that the information provided by you will be used to determine your eligibility to use the Card Services. Further, the information shared by you may also be shared with third parties for determining your eligibility to use third party services, as and when required.
- (iv) You will receive identification and password for your Account. Please keep your Account details confidential. We shall not be liable for any loss that you may incur as a result of someone else using your password or Account or



accessing your device, either with or without your knowledge. You will be responsible for all the activity on your Account. Your Account is non-transferable and is not capable of being transferred to anyone else. We shall not be liable for any claims, damages, liabilities etc. that may be suffered by you or any third party as a consequence of any unauthorized use of your Account, and you shall be solely liable for the same.

- (v) You hereby expressly consent to receive communications from us or from any person authorized by us, on your registered phone number (via phone calls/SMS) and/or e-mail id. You agree that any communication so received by you will not amount to spam, unsolicited communication or a violation of your registration on the national do not call registry.
- (vi) You hereby agree and consent to using the Account, Portal and Card Services in accordance with Applicable Laws and only for its intended purpose.
- (vii) You understand that we have the right at all times to disclose your information as necessary to comply with Applicable Laws, or any valid government/other authority's request.
- (viii) We may establish general practices and limits concerning the use of Card Services. We reserve the right to change, suspend or discontinue any aspect of Portal or Card Services at any time, without notice and without liability, including reserving the right to impose limits, decline processing of any transaction.
- (ix) We do not warrant that the functions contained in the Portal will be uninterrupted or error free, and we shall not be responsible for any interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of transactions).
- (x) Card Issuer may, directly or through service providers, monitor your transactions for high-risk practices or for fraudulent transactions. Uni/Card Issuer retains the right to suspend your Account, if Uni/ Card Issuer believes that there is suspicious or unusual activity on your Account.
- (xi) Note that we retain the right to reject a transaction and/or settlement of payments at our sole discretion without assigning any reason, including but not limited to reasons of risk management, suspicion of fraudulent, illegal or doubtful transactions, selling of prohibited items etc.
- (xii) Uni may be required to undertake action on the Account as per directions from a statutory or governmental authority or as may be mandated by the Merchant/ Card Issuer or others (as applicable).

#### **4. Closing Account**

You shall continue to be registered with Uni unless you request closure or deletion or deactivation of your Account. However, it is clarified that Uni can suspend/ terminate your Account at the request of the Card Issuer (where applicable) or at its sole discretion for any reason whatsoever.

## **5. Card**

- (i) You understand that Uni may facilitate the issuance of the Card to you from Card Issuers through its technology platform i.e. the Portal through which such Card and Card Services can be conveniently accessed to enable you to use the Card for purchase and other permitted activities as per Applicable Law.
- (ii) To avail the Card, the Card Issuers may seek your KYC. Uni may collect such KYC information on behalf of Card Issuers. You are responsible to ensure that your KYC details with the Card Issuers are current and accurate.
- (iii) You agree that you shall fully read and understand the Terms of use of the Card or such other documentation including MITC entered into between you and the Card Issuer. A soft copy of these Terms and other related documents are available for reference on the Portal as well.
- (iv) It is to be noted that the Card Issuer shall have the discretion to determine your eligibility to avail the Card. There shall be no recourse to Uni for such decisions made by the Card Issuer. For this purpose, you authorise Uni to share your information with the Card Issuer.
- (v) We shall maintain necessary records in respect of the Card availed by You and such other information permissible under Applicable Laws.
- (vi) Uni shall send communications regarding the Card to you from time to time, on the Portal or otherwise.
- (vii) You shall use the Card only for purposes permitted by the Card Issuer and in accordance with Applicable Laws.
- (viii) For any repayment towards the Card or other applicable charges, you have authorised the Card Issuer, Uni and any of their service providers to collect such amounts from you from time to time and take all steps necessary to collect such payments.

## **6. Charges**

You agree and acknowledge that charges may be applied on you by Card Issuer/Uni or third parties for using their services. The same will be explicitly communicated to you on the Portal from time to time. Any charges applied to you by the Card Issuer/Uni shall be subject to applicable taxes.

Please note that some merchants like fuel stations or government agencies may levy a surcharge or such other charges on your transaction, which will be charged to your Card.

## **7. Privacy and Communications**

You agree and specifically consent that we may collect, store, share and use your personal data and any communications made through the Portal, in accordance with Applicable Laws and our Privacy Policy. The Privacy Policy explains how we treat your data and protect your privacy.

You agree to receive communications from Uni via SMS, email for transactions, alerts, reminders, marketing, advertising, complaints, service related, feedback etc.

## **8. Intellectual Property**

We do not grant you any rights to the intellectual property rights in the Portal or Card Services. Nothing contained herein shall authorize you to use, apply, invade or in any manner exploit or infringe the intellectual property rights of Uni without prior written consent.

## **9. Third Party Services and Liability**

In order to provide the Card Services, Uni may partner with third party entities at its sole discretion. The access to Card Services to You, may also be conditional upon satisfying requirements of any such third parties. Further, You may be required to accept additional terms and conditions and meet additional requirements for using such third-party services. We do not take responsibility or liability for the actions, products, content and services on the Portal, which are linked to Merchants/ Card Issuer and/or third party web applications, platforms etc. using Our APIs or otherwise. In addition, We may provide links to the third party web-applications, platforms etc. and certain other businesses on the Portal. We assume no responsibility for examining or evaluating the products and services offered by such third parties.

Note that Uni bears no responsibility for any sale of any products/ services by Merchant or others and these terms & conditions are independent of any other terms which You sign up for including Merchants and other third parties.

## **10. Disputes and Grievances**

We are not obligated to mediate disputes between You and Merchant/ Card Issuer. We can assist in enabling communications regarding a dispute. In case of any complaint regarding Card Services, please send an email to [care@uni.club](mailto:care@uni.club) or call our customer Service Number: 080 6821 6821.

If your grievance is not satisfactorily resolved after reaching out to [grievance@uni.club](mailto:grievance@uni.club), you can reach out to the bank on - SBM Bank helpline - 1800 1033 817 or email on [customercare@smbmbank.co.in](mailto:customercare@smbmbank.co.in)

## **11. Disclaimer**

Except for our role as provided under these Terms, We are not involved in any underlying transaction between You, any other User, Merchant, Card Issuer or other third party.

Card Services and the Portal are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express or implied, including without limitation, any representation or warranty for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement or completeness.

## **12. Indemnity and Liability**

You agree to indemnify, defend and hold harmless Uni and its and their directors, officers, employees, and other applicable third parties (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorney fees, arising out of, relating to, or which may arise from:

- (a) your use of Card Services;
- (b) any breach by you of these Terms or Applicable Laws.

Uni, its directors, officers, employees will not be responsible or liable to you or any third party for any indirect, consequential, special, punitive or exemplary damages or losses which may be incurred in connection with the Portal and Card Services. It is also clarified that Uni shall not be responsible for any failure, delay etc cause due to a force majeure event.

## **13. Governing Law and Jurisdiction**

These Terms shall be governed under the laws of India with the courts at Bangalore, Karnataka having exclusive jurisdiction.

## **14. Amendment**

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of these Terms at any time.

## **15. Entire Agreement**

These Terms, together with the Uni's Privacy Policy (as provided on the Portal), constitutes the entire agreement between the User and Uni with respect to the Card Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Uni with respect to Card Services.