



# TERMS & CONDITIONS

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Flipkart SBI Credit Card



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# GET FAMILIAR WITH YOUR CARD

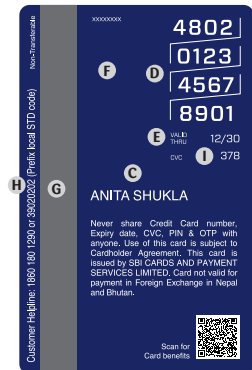
## ON THE FACE OF YOUR CARD, YOU WILL FIND

- A. The Network logo: The hologram and the logo ensure that all establishments throughout the world displaying the Network logo will accept your card.
- B. EMV Chip: Flipkart SBI Credit Card offers you additional security through the EMV chip enabled cards.



## ON THE REVERSE OF YOUR CARD, YOU WILL FIND

- C. Your Name: Please check that your name appears correctly. In case it does not, please call the SBI Card Helpline to make the necessary corrections.
- D. Your individual 16 digit card number.
- E. Valid Thru: This is the date after which your card needs to be renewed. Your card is valid from the day you receive it up to and including the last day of the month indicated on your card.
- F. The Network hologram.
- G. Magnetic Strip: contains encoded information.
- H. SBI Card Helpline.
- I. Three digit CVV/CVC Number.



# EXCLUSIVE FEATURES

## CONTACTLESS TECHNOLOGY

- Simply tap the Flipkart SBI Credit Card at a secure reader for the transaction. It is fast, easy and incredibly convenient.
- Ideal for everyday purchase.
- The card never leaves your hands during the transaction, significantly reducing the risk of card loss and fraud due to counterfeit (skimming).



## WORLDWIDE ACCEPTANCE

Your Flipkart SBI Credit Card can be used in over 29 million outlets across the globe, including 3,25,000 outlets in India. Just look for the VISA / Mastercard sign of acceptance and present your card for payment.



## GUARANTEED PEACE OF MIND

Flipkart SBI Credit Card automatically gives you complete peace of mind with our SBI Card Helpline and 24-hour VISA / Mastercard Global Customer Assistance Services available across the world in case of any emergency.

If your card is lost or stolen during travel outside India, VISA / Mastercard Global Customer Assistance Services provide you with emergency assistance.



## CREDIT FACILITY

Your Flipkart SBI Credit Card offers great flexibility of payment. With the extended credit option, you can plan your payments against your outstanding. You can pay any amount from the Minimum Amount Due to the Total Amount Due outstanding as shown in your Monthly Statement. You can then carry forward the unpaid balance at one of the lowest finance charges available.



## ENHANCED POWER TO YOUR FAMILY

You can share the power of your Flipkart SBI Credit Card with your family, by applying for an Add-on Card(s) for your spouse, parents, siblings and children over 18 years of age.



## **CASH ON THE GO**

As an Flipkart SBI Credit Cardholder, you can withdraw cash from over 1 million VISA / Mastercard ATMs across the globe, including 18,000 ATMs in India. In addition to this, you get access to over 10,000 ATMs across 100 plus cities in India.

## **HOW TO GET CASH FROM AN ATM**

Now you don't need to enter a bank anymore. The power to access cash at the press of a key is in your hands 24 hours a day. To access cash from any VISA / Mastercard ATMs, all you have to do is:

- Insert your card into the machine as directed and wait till the machine prompts you to key in your Personal Identification Number (PIN).
- Wait for a few seconds till the machine processes this PIN. It will then ask you to key in the amount of cash you need.
- Wait for a few seconds till your card comes out, count your cash before you leave.

## **SAFETY TIPS FOR ATM USAGE**

- As soon as you get your PIN, memorise it and destroy the PIN mailer. Do not write the PIN on your card and never share it with anyone, not even with SBI Card representatives. Only you must know your PIN.
- Do not let anybody use your card to access the ATM facility on your behalf.
- Your PIN cannot be changed. In case you forget it, please call SBI Card Helpline and ask for it to be re-issued to you.

## **PLEASE NOTE:**

- Your PIN along with your card is the only requirement for using this facility. Anyone in possession of both can use it to withdraw cash from the ATM.
- Please follow the instructions on the ATM carefully.
- It is important that you respond to the instructions on the ATM in reasonable time.
- In case you do not act after keying in the PIN, your card will either be retained by the machine or else will be ejected.
- Your card, if retained by the machine, will have to be re-issued and this is subject to a card replacement fee at the prevailing rates.
- The ATM may disburse currency notes of a particular denomination only.



## EASY BILL PAYMENT FACILITY

With the Easy Bill Pay facility from Flipkart SBI Credit Card, you can be rest assured you will never ever forget to pay your utility bills on time. All your utility bills like electricity, insurance, telephone will get paid before the due date with this facility from Flipkart SBI Credit Card.

- Standing Instructions - Register yourself for Standing Instructions where every time the bill is due, automatic payment is made to the biller by SBI Card on your behalf.
- Online Payment Through Website - You can make online payments on the SBI Card Website.



## BALANCE TRANSFER

You can now save big with our low interest rate options on Balance Transfer facility. Just transfer the balances from any of your other bank credit cards to your Flipkart SBI Credit Card and enjoy Balance Transfer plans suited to your financial needs.

Get a Balance Transfer in just 3 days for all other VISA / Mastercard cards and 5-7 working days for non-VISA cards.

To avail this facility, the amount transferred should be a minimum of Rs. 5,000 and maximum of up to 75% of the available Credit Limit on your Flipkart SBI Credit Card.

Processing Fee would be charged as applicable.



## FLEXIPAY

This is an easy installment plan from Flipkart SBI Credit Card that lets you buy just about anything and repay in easy monthly installments.

Choose the plan best suited to your financial needs and avail Flexipay at low rate of interest. To avail this facility, just call SBI Card Helpline or book online on <https://sbicard.com> within 30 days of your purchase.



## **MERCHANT EMI OR EMI AT POINT OF SALE**

Merchant EMI is a facility on Flipkart SBI Credit Card for customers just like you, to make your credit card usage a little more convenient and hassle-free. The facility is brought to you in partnership with participating Merchants thereby enabling you to buy products or services at easy and convenient installment plans.

### **How does it work?**

- Visit an outlet or website and select the products.
- Check with the cashier or the payment page for the EMI options on your Flipkart SBI Credit Card.

### **How do I benefit?**

- No documentation.
- Convenience of payment in instalments.
- On-the-spot approvals.

### **What are the charges?**

- You may be charged a one-time processing fee along with the first EMI
- Interest charges as per the plan selected

Please visit <https://sbicard.com> for more details



## **SBI CARD ALERTS**

SBI Card Alerts enables you to receive information regarding your credit card status as an SMS on your mobile phone. These include mini statement alerts, cheque alerts, credit & cash limit alerts and payment assistance alerts.

So no matter where you are, we will keep you informed!



## INSURANCE

With your Flipkart SBI Credit Card, you can buy Health Insurance, Personal Accident Insurance, Motor Insurance, Additional health covers, Travel & Home insurance, Life Insurance and other assistance products, at very affordable rates.

Disclaimer: SBICPSL, SBI Cards and Payment Services Limited is a corporate agent of Royal Sundaram General Insurance Co. Limited, SBI General Insurance Company Limited & SBI Life Insurance Company Limited Vide IRDAI registration code – CA0075

Insurance is the subject matter of Solicitation. Royal Sundaram IRDAI Registration Number -102, SBI Life IRDAI Registration Number – 111, SBI General IRDAI Registration Number – 144.

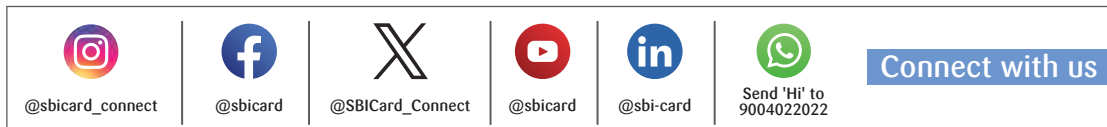




# CONVENIENCE OF TECHNOLOGY

## CONNECT WITH US

SBI Card is available on social media channels to connect with you and make your life simple. Stay connected with us to know about your Flipkart SBI Credit Card better - our features & offerings, hot deals & services for you, card security, card eligibility, common card terms & more.



## WEBSITE

Discover the power of convenience with SBI Card Mobile App or Website and manage your Flipkart SBI Credit Card anytime, anywhere. Access your account information, raise a service request or book a cross-sell product with a single click.

Do More, View More and Mange More online.

Register on digital platforms in 4 simple steps:

1. Go to <https://sbicard.com/register> or select “Register now” on <https://sbicard.com>
2. Enter your Card Number, CVV & Date of Birth and click on ‘Generate OTP/Proceed’
3. Enter the OTP sent on your Registered Mobile Number / E-mail ID and click on ‘Proceed’
4. Set your Preferred User ID, Password and click on ‘Confirm’

DO MORE	VIEW MORE	MANAGE MORE
<ul style="list-style-type: none"> <li>• Apply online for Flipkart SBI Credit Card</li> <li>• Avail Flexipay, Balance Transfer</li> <li>• Pay your bills online</li> <li>• Request for an Add-on Card or ATM PIN</li> </ul>	<ul style="list-style-type: none"> <li>• Account Summary</li> <li>• Unbilled Transactions</li> <li>• Spends Analyzer</li> <li>• Card Statement &amp; Payment History for last 12 months</li> </ul>	<ul style="list-style-type: none"> <li>• Single Window View</li> <li>• Track Booked Offers</li> <li>• Instant Contact Updation</li> <li>• Subscribe to e-Statement or Request for Duplicate Statement</li> </ul>



MOBILE APP

### MOBILE APP

Experience the convenience on SBI Card Mobile App. Login using your Username and Password or set your M-PIN / Touch ID / Face ID to enjoy many benefits of your card.



E-STATEMENT

### E-STATEMENT

No postal delays. No lost statements. No late payments. Just the convenience of getting your monthly statement delivered directly to your inbox. To subscribe, Simply SMS ESR <your email id> to 56767 from your Registered Mobile Number.

To get started, login to <https://sbicard.com> and take advantage of these benefits.



Scan this QR code to download the App now!



Scan this QR code to register

## HOW TO USE YOUR FLIPKART SBI CREDIT CARD?

Using your Flipkart SBI Credit Card is very simple. Once you have made a purchase at any of the merchant establishments that display VISA / Mastercard sign, please present your card for payment.

The establishment will prepare a charge slip (specimen shown on the right-hand side), very much like a normal bill, which contains the details of the transaction.

- Please verify the amount **A** and ensure that other particulars on your charge slip are correct.
- Kindly add the amount paid as tips and miscellaneous expenses and ensure that the total amount is filled. Check the amount in words (never leave the total blank).
- Please sign on the charge slip at the place indicated **B** in the same way as you have signed on the reverse of your card. You will be returned a copy of the charge-slip, the actual bill and your card.
- Before you leave, please ensure that you have received your card.
- The amount you spend on your card will appear in your monthly statement. You can make your Flipkart SBI Credit Card payment using any of the 10 payment options available. Normal use of card does not attract any transaction fee or interest charge except in case of late payment / no payment.

**AnyBank**

XYZ Store  
UILE PARLE WEST  
XXXXXI XXX

DATE: 03/01/06 TIME: 20:35:35  
MID: 201 26076 TID: 01036720  
BATCH: 000592 INU#: 007992

**Sale**  
XXXX XXXX XXXX 8793 swipe

CARD TYPE: MASTER/VISA CARD EXP DATE: XX/XX  
APPR CODE: 960983 RREF: 008322

**RS 4000.45**

**AnyBank**

AMT: SANJAY PAL  
I AGREE TO PAY TOTAL AMOUNT AS ABOVE  
ACCORDING TO CARD ISSUER AGREEMENT

SIGN: **CUSTOMER COPY**

A07/2005

A

B

# FLIPKART SBI CREDIT CARD FAQ's

## FLIPKART SBI CREDIT CARD FAQ's

### Q1. What is Flipkart SBI Credit Card?

Ans: Flipkart SBI Credit Card powered by VISA / Mastercard contactless technology is a fast and convenient way to pay for everyday purchases. It is a secure, contactless chip technology designed to help you spend less time at the cash register and give you the freedom to do the things that matter most to you.

### Q2. How does the Flipkart SBI Credit Card work?

Ans: Step 1: Look for the VISA / Mastercard contactless technology mark and contactless logo at the point of sale.

Step 2: The cashier enters your purchase amount into the terminal. This amount will be displayed on the contactless reader.

Step 3: Hold your card over the reader at close range (less than 4 cm from where the contactless logo appears).

Step 4: - Four green indicator lights or a beep sound will indicate when the transaction is complete. A message will also be displayed on the screen indicating the transaction is complete. No PIN is required.



*Please note that payment through contactless mode is allowed for a maximum of Rs. 5000 for a single transaction.*

### Q3. What are the benefits?

Ans: A3: Contactless payment functionality powered by VISA / Mastercard is specially designed for you for speed, convenience and security. During a contactless transaction, the card never leaves your hand. This greatly reduces the risk of card loss and fraud through counterfeit / skimming. A VISA / Mastercard contactless card has its own, unique, built-in, secret key, which is used to generate a unique code for every VISA / Mastercard contactless transaction, thus making it more secure.

There's no dipping, swiping or fumbling for cash. You're ready to go in just a few seconds.

Ideal for places like fast-food joints, petrol stations, movie theatre etc. You don't need to look for cash/coins for small ticket everyday purchases. It is also easier to keep track of these expenses.

**Q4. Is there a limit for contactless transactions? Can I set my own limit?**

Ans: Payment through the contactless mode is allowed for a maximum of Rs. 5000 for a single transaction. For a contactless transaction PIN is not required.

This limit is common for all customers and setting up of individual limit is not possible. Any transaction amount more than Rs. 5,000 has to be carried out through a contact transaction (dip or swipe) and by entering the PIN. You can also choose to do a contact transaction (dip or swipe) with PIN for transactions amount below Rs. 5000.

**Q5. Where can I use my Flipkart SBI Credit Card?**

Ans: Retail & Lifestyle:

At all VISA / Mastercard-enabled online and offline merchants for shopping, dining, travel, and utility payments.

Contactless Payments:

Look for the Universal Contactless symbol at Point-of-Sale (POS) terminals to tap and pay.

For more details, visit [www.sbicard.com](http://www.sbicard.com) to view a list of contactless-enabled merchants.

**Q6. Can I use my Flipkart SBI Credit Card at other merchants (not enabled or contactless payment acceptance) as well?**

Ans: Yes, for the merchants not enabled for contactless payment, you can use this card for a normal dip or swipe transaction.

**Q7. Could I be debited twice if I have more than one contactless card?**

Ans: No, as contactless readers will only communicate with one card at a time. If the shop's reader finds more than one contactless card in your wallet or purse, you will be asked to select one card to pay.

**Q8. Could I unknowingly have made a purchase if I walk past the reader?**

Ans: No. Your card has to be waved within 4 cm of the card reader for more than half a second and the retailer must have first entered the amount for you to approve. Terminals can only process one payment transaction at a time, therefore reducing transaction errors.

**Q9. Is there any difference in the process for ATM and internet transactions for Flipkart SBI Credit Card?**

Ans: There is no difference in transaction process for ATM And internet transactions. For ATM transactions, you need to enter PIN and for internet transactions, you need to enter your 3D secure PIN or OTP.

**Q10. What happens if my contactless card is stolen – can it be misused?**

Ans: Immediately report the loss of your credit card to SBI Card to prevent any misuse. Please call our Helpline or visit SBI Card App / Website to block your credit card.

Safeguards are in place to mitigate misuse of a lost or stolen card by fraudsters. The limit for contactless card transaction without entering the PIN is Rs. 5,000, above which the transaction needs PIN for authorization. Please note that your maximum liability on any given date will be limited to available credit limit on your card.

## WAYS TO MAKE PAYMENT FOR YOUR FLIPKART SBI CREDIT CARD



### **Pay via Standing Instruction (e-NACH)**

Enroll for e-NACH for automated and hassle-free bill payments, every month. Your card dues will be deducted directly from your bank account on the Payment Due Date. For more details, visit <https://sbicard.com>



### **UPI payment option (Pay via UPI)**

You can pay your bill faster via UPI payment mode on SBI Card App or on Website using QR code.



### **NEFT (National Electronic Funds Transfer)**

Pay your SBI Credit Card outstanding using NEFT and get instant credit to your card account, 24X7. Use your 15/16-digit credit card number as Beneficiary A/c & IFSC Code SBIN00CARDS to register.



### **Yono Payment option**

Pay through YONO App by SBI and enjoy instant credit to your card account. You can download the app from Google Play Store or App Store.



### **Bharat Bill Payment System**

Visit the SBI Unipay Website to pay your credit card bill conveniently and securely through Bharat Bill Payment System.



### **PayNet**

Click on PayNet at <https://sbicard.com> to make your payments online through net-banking. Payment will reflect instantly in your SBI Credit Card account.



### **Debit Card Payment**

Pay online using selected banks' debit card. Payment will reflect instantly on your SBI Credit Card account. For more details, visit <https://sbicard.com>





### **VISA Credit Card Pay**

Use VISA Credit Card Pay to pay your SBI Credit Card bill. Your payment will be credited instantly.



### **Auto Debit**

Authorize SBI Card to debit your bank account (savings / current) by filling Auto Debit mandate available at selected banks. For more details, visit <https://sbicard.com>



### **Mastercard MoneySend**

Download any authorized third-party payment app / use a platform that supports the Mastercard MoneySend payment mode. Your payment will be credited instantly to your credit card account.

#### **NOTE:**

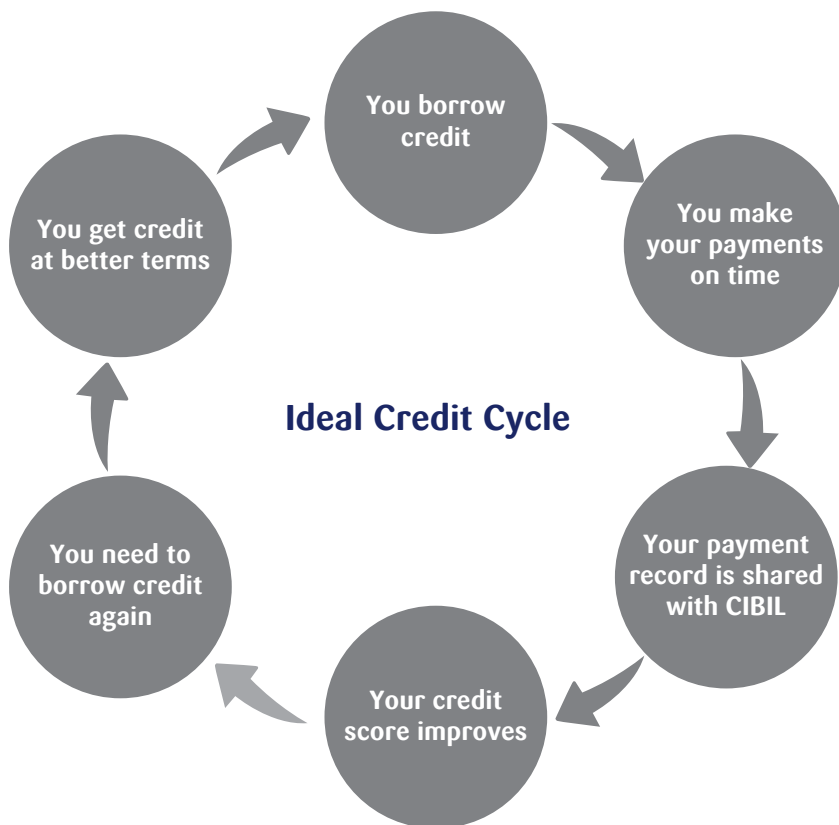
- a. Please drop your cheque / demand draft well in advance to avoid any late payment & interest charges. Post receiving the cheque / demand draft, it will take 4 working days for the payment to be credited to your card account. Credit is subject to realization.
- b. In case of digital payments, delay in bank settlement or network failure may lead to payment being credited to your card account in 24-48 hours.
- c. VISA Credit Card Pay and Mastercard MoneySend payment options are available only to VISA and Mastercard Cardholders, respectively.

## USE CREDIT RESPONSIBLY

While you are empowered to use your credit card the way you wish to, it is best to use it responsibly.

### WHAT IS CREDIT INFORMATION BUREAU INDIA LIMITED (CIBIL)?

While you are empowered to use your credit card the way you wish to, it is best to use it responsibly. As credit card mismanagement is on the rise, various financial institutions in the country have set up CIBIL, a body to monitor credit usage and safeguard the interests of member banks and financial institutions. Here is how an ideal credit cycle works:



## **WHAT IS A CREDIT INFORMATION REPORT?**

A Credit Information Report (CIR) is a factual record of a borrower's credit payment history compiled from information received from different credit grantors. Its purpose is to help Banks and Financial Institutions make informed lending decisions - quickly and objectively.

## **HOW DOES THE CREDIT INFORMATION REPORT IMPACT ME?**

When you approach Banks and Financial Institutions for credit, your application will be evaluated on the basis of your past payment history, existing credit lines and other factors such as income and security. A good past payment history may lead to credit being granted faster and on better terms.

On the other hand, a poor past payment record indicates past delinquency and can lead to denial of credit or extremely expensive credit.

Therefore, prudent credit management and financial discipline is a must to ensure a good credit history for enabling you for smooth and faster access to affordable credit in the future.

## **HOW DO I IMPROVE MY CREDIT RECORD?**

- Pay at least the minimum amount due on time each month. On time payments will have the most positive significant impact on your credit record.
- Maintain affordable & reasonable levels of credit.
- Limit the number of credit cards that you hold. Maintaining a large number of cards can hurt your credit history.
- Do not use your credit card such that your outstanding is very close to your credit limit as this can adversely affect your credit rating.

## HOW CAN YOU MAINTAIN GOOD CREDIT HISTORY?

There are a number of things you can do to build and maintain a good credit history. Here are some important do's and don'ts:

### DO'S

- Make your credit card payments on time.
- Pay off your 'Minimum Amount Due' on your card every month.
- Contact your creditors if you are having trouble making payments.
- Make sure that your monthly account statement is correct.
- Read the statements and other material you receive from your credit card company carefully.
- Deal with companies you know and trust.
- Pay attention to late payments, calls or letters from credit agencies, and denied or revoked credit.

These are all signs that your credit history may be in jeopardy!

### DON'TS

- Do not pay late.
- Do not sign a credit contract until you read and understand it.
- Do not spend over and above the credit limit on your credit card.
- Do not wait to report any unauthorized transactions on your account.
- Do not open new credit accounts for the purpose of debt consolidation without closing existing accounts.
- Do not miss reviewing your monthly statements.
- Do not close credit cards in an improper manner, it can hurt your credit score.

# SECURE YOUR CARD

## TAKING CARE OF YOUR CARD

- The black magnetic strip contains important information about your card and needs special handling. Do not keep your card in an area where there is a continuous magnetic field. Do not leave it on top of your television set or near any electronic appliance.
- Avoid scratching the magnetic strip.
- Do not place two cards with the magnetic strips together.
- Do not bend the card
- Keep your card away from heat and direct sunlight, e.g. do not leave it in a car parked in sun

These simple precautions will help protect the important information stored on the magnetic strip and ensure that you do not face any problems while using your card.

DO'S	DON'TS
<ul style="list-style-type: none"><li>• Accept the welcome kit if it's properly sealed. Destroy the PIN mailer after memorizing it</li><li>• Ensure that your mobile number is updated and registered for instant transaction alerts.</li><li>• Check transaction SMS alerts regularly and report disputed transactions to the call center immediately.</li><li>• Report lost or stolen card immediately. You can block your card on IVR also.</li><li>• Keep your credit card issuer company informed about any change of address in advance.</li><li>• Destroy your existing credit card by cutting it diagonally into pieces at the time of renewal, upgradation or cancellation.</li><li>• Make online transactions only on secured websites with 'https' that have a padlock symbol rather than 'http' in the address bar.</li></ul>	<ul style="list-style-type: none"><li>• Do not disclose your CVV, PIN, One-Time Password (OTP), Online Account Access ID &amp; Password or any other sensitive information to anyone.</li><li>• Do not respond to phishing E-mails or SMS attacks asking for your Flipkart SBI Credit Card details.</li><li>• Do not access your online account on unsecure public computers like cyber cafes.</li><li>• Do not hand over your Flipkart SBI Credit Card to anyone, including company representatives.</li></ul>

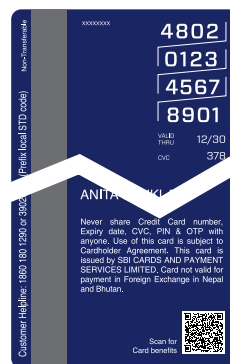
## SIMPLE STEPS TO PROTECT YOUR CARD AGAINST FRAUD

### LOST OR STOLEN

- Please call SBI Card Helpline and report the loss / theft. If you are travelling abroad, call VISA / Mastercard Helpline to report the loss so that we can block your account immediately.
- Report the loss to the police and collect a copy of the complaint / FIR immediately.
- Confirm the loss to us in writing along with a copy of police complaint / FIR.

### CARD RENEWAL

- A new Flipkart SBI Credit Card card will be sent to you unless declined when the card you currently hold expires, provided your account is in good standing.
- Your new Flipkart SBI Credit Card becomes valid after your present card expires.
- On expiry, the card must be destroyed by cutting it into multiple pieces across the black magnetic strip.



### CPP

- SBI Card introduces CPP (Card Protection Plan), India's first comprehensive card protection service for use in the event of card loss, theft and related fraud. This product is designed to help you safeguard all your cards with CPP.

No matter where you are, make One Free Call to CPP's 24-Hour Helpline to report loss of cards or fraud. CPP will notify all your issuers and you will not need to call them individually. It will also additionally ensure that you would not be stranded anywhere away from home as a result, by helping pay your hotel bills, travel tickets and providing you some emergency cash and helping restore your confidence and freedom!

Call SBI Card Helpline at 0124-39010303 or SMS SBICPP to 56767 to buy Card Protection Plan.

# TERMS & CONDITIONS

# CARDHOLDER AGREEMENT

Before you sign or use the enclosed Flipkart SBI Credit Card, please read this Agreement, as your use of the Card will be governed by the terms and conditions below:

## 1. DEFINITIONS

‘You’ and ‘Your’ shall mean the applicant whose name appears on the Flipkart SBI Credit Card application form and includes his/her heirs and assignees. ‘Additional Cardholder’ shall mean an individual issued a Card as per your instruction in line with clause 2.6 of this Agreement.

‘Card’ or ‘Credit Card’ or ‘Flipkart SBI Credit Card’ shall mean a credit card issued by SBICPSL on a Card Account and which entitles a Cardholder to use the Card Account.

‘Cardholder’ is an individual who holds a Card under this Agreement and shall mean a Primary Cardholder and, where appropriate the Additional Cardholder.

‘Card Account’ shall mean an account opened and maintained by SBICPSL for the purpose of usage of the Card, under this Agreement.

‘Cash Advance’ shall mean any transaction whereby cash or cash equivalent is obtained by the Cardholder by use of the Card / Card number.

‘Charges’ shall mean all amounts charged to the Card Account under this Agreement, including but not limited to purchase of goods, services or cash advances by use of the Card or a Card Number, balance transfers, joining fee, annual fees, interest charges, finance charges, overlimit charges, late payment charges, collection charges, maintenance charges, transaction charges and service charges.

‘International Transactions’ mean the transactions entered into by the Cardholder on his / her Card outside of India, Nepal and Bhutan.

‘Merchant Establishment’ shall mean any company, establishment, firm or person, wherever located and in whatever form (including Internet), which is designated as a VISA / Mastercard merchant and / or with whom there is an arrangement for a Cardholder to obtain goods, services or cash advances by use of the Card or Card Number and includes any establishment displaying the VISA / Mastercard symbol which appears on the face of the Card.

‘Primary Cardholder’ means a Cardholder in whose name the Card Account is maintained.

‘Purchase Balance’ shall mean any and all amounts relating to non-cash transactions owing to SBICPSL.

Total Outstanding’, ‘Outstanding’ or ‘Outstanding Balance’ (capitalised or not, in singular or plural) shall mean any and all amounts owing to SBICPSL on the Card Account.

‘SBICPSL’ shall mean SBI Cards and Payment Services Limited having its registered office at Unit 401 & 402, 4th Floor, Aggarwal Millennium Tower, E 1, 2, 3, Netaji Subhash Place, Wazirpur, New Delhi – 110034, and shall include its successors and assignees.

“Flipkart SBI Credit Card” means a Cobrand Credit Card issued by SBICPSL pursuant to this Agreement, which is customized and carries the name and / or logo of Cobrand Partner and logo of SBI Card on the front face of credit card.

## 2. THE CARD

2.1 You shall be deemed to have unconditionally agreed to be bound by this Cardholder Agreement by acknowledging receipt of the Card in writing or by signing on the reverse of the Card or by



incurring a Charge on the Card. If you do not wish to be bound by this Agreement, you must cut the Card in half and return it to SBICPSL promptly.

- 2.2 The Card is the property of SBICPSL and must be surrendered to SBICPSL on request. The Cardholder must not permit any other person to use the Card and should safeguard it from misuse by retaining it under his / her personal control at all times.
- 2.3 Each Cardholder may be issued a personal identification number or a password (PIN) to enable use of the Card for accessing his / her Card Account on the ATM and Internet and also for availing any privilege, benefit or service that may be offered by SBICPSL on the Card. The PIN will be communicated to the Cardholder entirely at his / her risk, who shall not disclose the PIN to any person and shall take all possible care to avoid its discovery by any person. The Cardholder shall be liable for all transactions made with the use of the PIN, whether with or without the knowledge of the Cardholder.  
SBICPSL reserves the right to refuse any transactions if it believes that the PIN is being misused or being used without appropriate authorisation.
- 2.4 The Card is valid up to the last day of the month of the year indicated on the face of the Card unless cancelled earlier. Upon expiry or earlier cancellation, the Card may be renewed or reinstated at the sole discretion of SBICPSL. On expiry, the Card must be destroyed by cutting it in half diagonally.
- 2.5 A Joining fee at the prevailing rate will be levied on opening of the Card Account. An Annual fee at the prevailing rate will be levied upon opening of the Card Account and then annually during the month in which the Card Account was originally opened. An Annual Additional Card Fee will also be levied for each Additional Card on the Card Account at the prevailing rate. The Joining and Annual Fee(s) are subject to change at the discretion of SBICPSL and are not refundable.
- 2.6 SBICPSL may, based on the Primary Cardholder's written request, issue Additional Cards to individuals nominated by the Primary Cardholder who shall be unconditionally bound by this Agreement.
- 2.7 The Primary Cardholder shall be fully liable to SBICPSL for all the Charges on his / her Card and also for those incurred by Additional Cardholders. The Additional Cardholders shall be jointly and severally liable to SBICPSL for all the Charges even though the monthly statement of account may be sent only to the Primary Cardholder. The Primary Cardholder may at any time request cancellation of any Additional Card(s) but will continue to remain liable for any Charges on such Additional Card(s).

### **3. USE OF THE CARD**

- 3.1 The Card is valid for use in India and internationally as per usage restrictions, entitlements and other conditions stipulated by Reserve Bank of India ("RBI") or any other Government Authority from time to time.
- 3.2 The Card is not valid for payment in foreign exchange in Nepal and Bhutan. The currency of transaction on the Card in Nepal and Bhutan shall be the local currency or Indian Rupee.
- 3.3 The Cardholder (including the Additional Cardholder) shall strictly comply with all requirements of the foreign exchange control / management regulations issued by RBI from time to time and in the event of non-compliance, the Cardholder will be liable for action under the applicable exchange control / management regulations. Moreover, the Cardholder may be debarred from holding the Card at the instance of RBI or SBICPSL.

- 3.4 Use of the Card at Merchant Establishments will be limited by the Credit Limit assigned to each Card Account by SBICPSL from time to time. In case of Additional Cards issued by SBICPSL, the extent of use of all Cards so issued will be limited by the Card Account's Credit Limit. The Outstanding on the Card Account must not exceed the Credit Limit at any time. In the event of breach of this provision, the Cardholder will be charged an overlimit fee at the prevailing rate. The Cardholder must repay the excess immediately. The overlimit fee is subject to change at the discretion of SBICPSL. The Credit Limit may be revised from time to time at the discretion of SBICPSL.
- 3.5 SBICPSL may, at any time without prior notice, refuse authorization for a Charge incurred at a Merchant Establishment, and / or restrict or defer the Cardholder's ability to use the Card and / or suspend or cancel the Card and /or repossess (directly or through a Merchant Establishment or any other third party) the Card if it reasonably believes that it is necessary to do so for proper management of credit or business risk or if the Card or the Card Account is being or likely to be misused or if the Cardholder is in violation of the exchange control / management regulations or any other applicable law or regulation.
- 3.6 The Card may be used for personal purposes and for bona fide business expenses.
- 3.7 The Cardholder shall ensure that he / she maintains a detailed record of his / her transactions on the Internet. SBICPSL is not obliged to make any independent verification about order details provided by the Cardholder and shall be entitled to rely on the details submitted by the Cardholder on the Internet.
- 3.8 Some transactions may attract a service charge, in addition to the amount of the Charge, at certain Merchant Establishments. SBICPSL may also levy charges for collection of cheques, maintenance of the Card Accounts, and for other services that may be rendered to the Cardholder from time to time.
- 3.9 The Cardholder must sign and collect the Charge Slip, Cash Advance Slip or Mail Order Coupon at the time of incurring the Charge. Failure to sign a Charge Slip will not avoid liability for the Charges. The Cardholder must retain his /her own copy of the charge slips. Copies of charge slips will not normally be provided by SBICPSL. However, at its discretion, and upon customer request, SBICPSL may provide copies thereof subject to an additional charge.
- 3.10 In relation to Charges on account of mail order or telephone or electronic commerce (e.g. on the Internet) where a charge slip or voucher may not be available for signature, the Cardholder accepts that in the event of any dispute regarding the authenticity or validity of such a Charge, the Cardholder will first clear his / her Outstanding on the Card and then endeavour to resolve the dispute directly with the concerned Merchant Establishment.
- 3.11 Any Charge Slip or other payment requisition (electronic or otherwise) received from a Merchant Establishment or any intermediary by SBICPSL for payment shall be conclusive proof that the amount recorded on such Charge Slip or other requisition was properly incurred by the use of the Card by the Cardholder. Should the Cardholder choose to disagree with a Charge indicated in the monthly statement of account, the same should be communicated to SBICPSL within 10 (ten) days of the statement date, failing which it would be construed that all Charges and the monthly statement of account are entirely in order.
- 3.12 You agree that an electronic record or printout of an electronic record or a copy produced from a microfilm or a scanned /digital image of any document or Charge relating to your Card / Card Account with SBICPSL or produced from data received by SBICPSL electronically from the

Merchant Establishment or from you or any intermediary, shall be conclusive evidence of that document or Charge for any purpose.

- 3.13 SBICPSL will not be responsible if any Merchant Establishment refuses to accept the Card or is unable to transact on the Card or levies a surcharge on the Card. However, the Cardholder should notify SBICPSL of this complaint. SBICPSL is not responsible or liable for any defect or deficiency in respect of goods and services charged to the Card. Any dispute should be settled directly by the Cardholder with the Merchant Establishment and failure to do so will not relieve the Cardholder of any obligations to SBICPSL. The existence of a claim or dispute shall not relieve the Cardholder of his / her obligation to pay all Charges and the Cardholder agrees to pay promptly such Charges, notwithstanding any dispute or claim whatsoever. No claim by the Cardholder against a Merchant Establishment will be the subject of a set-off or counterclaim against SBICPSL.
- 3.14 SBICPSL may, at its sole discretion, permit from time to time, its Cardholder to transfer his / her Outstanding Balances ("Balance Transfer/s") on other credit cards and credit facilities availed by him / her from other companies and financial institutions. Balance Transfers will not be accepted from overdue status accounts or where the Credit Limit has been exceeded or which are greater than the Outstanding Balances on such other credit cards and will be limited to such percentage of the available credit limit on the Card as may be determined by SBICPSL. Balance Transfer requests will also not be accepted from other Flipkart SBI Credit Card accounts. By choosing to avail of the Balance Transfer facility, the Cardholder authorizes SBICPSL to make payments to companies / financial institutions so designated. SBICPSL, however, reserves its absolute right to refuse any Balance Transfer request. The Cardholder must continue to meet his / her obligations in respect of his / her existing credit facilities, balances of which are the subject of Transfer hereunder, until he / she has received a written intimation from SBICPSL that the Balance Transfer request has been accepted and payments have been made to the companies / financial institutions so designated.
- SBICPSL will not be liable for any new charges, overdue payments or interests incurred on other credit Cards / facilities. SBICPSL may, in its discretion, stipulate additional terms and conditions from time to time.
- 3.15 The Cardholder acknowledges that the privileges, benefits and facilities attached to the Card may be suspended / withdrawn by SBICPSL at its discretion at any time without liability to the Cardholder. Termination of this Cardholder Agreement shall result automatically in the termination of such privileges, benefits and facilities. SBICPSL shall not be liable in any way to the Cardholder for any defect or deficiency in any privileges, benefits or facilities provided by third party suppliers or Merchant Establishments.
- 3.16 A purchase and a cancellation of goods / services, e.g. air / rail tickets, are two separate transactions. The Cardholder must pay for the purchase transaction as it appears on the statement to avoid incurring finance charges or fees. Credit of refund on account of cancellation will be made to the Card Account (less cancellation charges) only when received from the Merchant Establishment. No cash refund will be given to the Cardholder. If a credit is not posted to the Card Account within a reasonable time, the Cardholder must notify SBICPSL within 30 (thirty) days of cancellation.
- 3.17 The onus of complying with the foreign exchange control / management regulations, baggage rules, EXIM Policy and other applicable laws, as amended from time to time, is solely of the Cardholder and the Cardholder shall indemnify and hold harmless SBICPSL from any

consequence, loss, damage, expense or any other financial charge that SBICPSL may incur and / or suffer on account of the Cardholder's contravention of any applicable law and regulation. Non-compliance with the regulations shall not be a ground for the Cardholder to delay or refuse the amounts payable to SBICPSL. In case the Card is suspended / cancelled, whether on account of non-compliance with exchange control / management regulations or otherwise, SBICPSL will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned Merchant Establishment would be entitled to pick up the Card on presentation.

#### **4. CASH ADVANCES**

The Cardholder may be permitted to obtain a Cash Advance from designated branches of State Bank of India, Automated Teller Machines (ATMs) and / or other permitted establishments subject to applicable terms and requirements imposed by SBICPSL from time to time. A minimum and / or maximum amount of Cash Advance that can be accessed on the Card in a single charge or in a single business day may be specified by SBICPSL periodically. The total amount that will be available for cash withdrawal at any point in time will be governed by cash limits set up periodically which will be disclosed to the Cardholder in the monthly statement of account. A cash advance fee will be levied on each such Charge and will be billed to the Cardholder.

#### **5. INSURANCE BENEFITS**

- 5.1 Insurance is optional and a subject matter of solicitation. In the event any insurance cover or benefit of any insurance cover is made available to the Cardholder by an insurance company at the request of SBICPSL, the Cardholder specifically acknowledges that SBICPSL will not be liable in any manner whatsoever and that the insurance company will be solely liable for all claims thereunder. The Cardholder shall not hold SBICPSL responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover. Recovery or payment of compensation, processing or settlement of claims or any other matter in relation to the insurance cover shall be addressed to and resolved directly by the Cardholder with the insurance company.
- 5.2 The Cardholder further acknowledges that the insurance cover so provided will be available to the Cardholder only as per the terms of the relevant insurance policy in force and only so long as the Card Account is maintained in good standing. On the Card being suspended or cancelled for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from the date of suspension / cancellation of the Card Account.
- 5.3 The Cardholder hereby authorizes SBICPSL to require the insurance company to settle any Outstanding on his / her Card Account before payment of any compensation or claim to his / her heirs, nominees, beneficiaries, etc., under the insurance policy

#### **6. BILLING & SETTLEMENT**

- 6.1 The monthly statements of account shall be sent to the Cardholder by mail unless the Cardholder specifically opts for such statements to be sent by E-mail, in which case they shall be sent to the E-mail ID specified by him / her in the application or by a separate intimation. Additionally, the Cardholder may also access his / her Card Account on the Internet, as and when so enabled by SBICPSL, on its website by using his / her PIN to check his / her statement

of account. If the Cardholder experiences any difficulty in accessing the electronically delivered statement of account, he / she shall promptly inform SBICPSL. The Cardholder agrees to access his / her aforesaid E-mail account at regular intervals of time.

The Cardholder will not hold SBICPSL responsible for his / her not having access, for any reason whatsoever, to the information and statements of account sent to him / her via E-mail. Failure on the part of the Cardholder to receive the statement of account electronically (by E-mail or through access to the Card Account on the Internet) will not avoid his / her liability for the Charges incurred on the Card and the Cardholder shall be liable to make payment for the Charges within 30 days of incurring the Charge on the basis of his / her own record of the transaction or earlier if requested by SBICPSL.

- 6.2 SBICPSL will debit the Card Account for all the Charges incurred by use of the Card and provided for in the Agreement. Charges in respect of International Transactions incurred in foreign currency will be segregated from the Indian Rupee transactions in the statement of account. All Charges (including those in respect of International Transactions) shall be billed in Indian Rupees. The Cardholder agrees and hereby authorises SBICPSL to convert Charges in respect of International Transactions incurred in foreign currency to Indian Rupees at the applicable foreign exchange rates plus any service charges. SBICPSL will credit the Card Account for all payments made by the Cardholder to SBICPSL and also for any credit received from the Merchant Establishments in favour of the Cardholder. When the Card Account has a debit(s) or a credit(s) to be applied over a statement period as determined by SBICPSL from time to time, SBICPSL will send a monthly statement of account to the Cardholder reflecting such debit(s)/credit(s). The Cardholder's obligations and liabilities under this Agreement will not be affected in any way by non-receipt of the monthly statement of account and the Cardholder shall be liable to settle the Outstanding balance on the Card in due time on the basis of his / her chargeslip, noting, record or any other evidence (electronic or otherwise) of the Charge.
- 6.3 The monthly statement of account will set out, inter alia, the outstanding balance on the Card Account, minimum payment required to be made and the due date for payment. For calculation of Minimum Amount Due (MAD) and order of payment settlement, please refer to the Most Important Terms and Conditions (MITC) provided on SBI Card's Website: SBI Card Website > Home > Most Important Terms & Conditions.
- 6.4 (a) Unless the interest-free period applies as set out below, SBICPSL will levy a finance charge on any new purchase (and any related debited charge) from the day on which it is debited to the Card Account. The interest-free period for a purchase (and any related debited charge) in any statement period will apply if the Outstanding balance on the Card Account for the previous statement period (if any) is paid in full by its due date. If the Outstanding Balance on the Card Account is not paid in full by its due date, a finance charge will be levied on any new purchase (and any related debited charge) from the day on which the purchase (and any related debited charge) is debited to the Card Account and on the Outstanding account balance on the Card Account from the first day of the last statement period. SBICPSL will charge interest on a Cash Advance from the day on which the Cash Advance is debited to the Card Account.
- (b) SBICPSL will ordinarily levy a finance charge on the Purchase Balance Outstanding on the Card Account on a daily basis by applying its current daily percentage rate to the amount of the Purchase Balance Outstanding at the end of each day. SBICPSL will levy a finance charge on Cash Advance balances on a daily basis by applying its current daily percentage rate to the amount of the Cash Advance balance at the end of each day.

(c) The finance charge as above, will continue to be payable after termination of this Agreement or closure of the Card Account till Outstanding on the Card Account is cleared in full.

(d) SBICPSL may at any time, under intimation to the Cardholder, vary the finance charge to take into account prevailing interest rates, market forces and credit and business risks.

(e) No interest will be paid on any credit balances in the Card Account.

6.5 (a) The Cardholder must make payment to SBICPSL each month of at least the minimum amount due as described in clause 6.3 hereinbefore.

(b) Punctual payment is essential and it is a condition of this Agreement that all payments must reach SBICPSL on or before the payment due date indicated in the monthly statement of account but not later than 30 days from the date of incurring the Charge in any case.

(c) If the minimum amount due is not paid by the payment due date, a late payment fee will be debited to the Card Account.

(d) All payments made by cheque / draft are subject to realisation. Outstation cheques / drafts are subject to a collection charge at the prevailing rate, which is subject to change at the discretion of SBICPSL.

(e) Should any payment instrument be subsequently dishonoured, a fee will be charged respect of a dishonoured instrument. SBICPSL also reserves the right to initiate all appropriate legal action(s). Please refer to MITC for the exact fees for cheque dishonour fee and other related charges.

6.6 Duplicate monthly statements of account will be provided by SBICPSL to the Cardholder only for a period of six months preceding the Cardholder's request and would be subject to a service charge.

6.7 The Cardholder will be liable for all Charges incurred and all other obligations under the terms and conditions of this Cardholder Agreement until the Card Account is repaid in full.

6.8 "SBI Card may, at its sole discretion and in accordance to its internal policy and procedures or on request from the Cardholder may waive / reverse interest, fees or other charges which had been charged or levied by it to the Card Holder"

6.9 SMA & NPA

• **Special Mention Accounts ('SMA'):**

In furtherance to Regulatory requirements, SBI Card is required to identify incipient stress in the account by creating a sub-asset category viz. 'Special Mention Accounts ('SMA')' with the three sub-categories as given in the table below.

SMA Sub-categories	Basis for classification [Principal or interest payment or any other amount wholly or partly overdue]
SMA – 0	Upto 30 days from Payment Due Date ('PDD')
SMA – 1	More than 30 days & up to 60 days from PDD
SMA – 2	More than 60 days & up to 90 days from PDD

Example regarding classification of SMA:

If Payment Due Date ('PDD') of a Credit Card account is 31 March 2021, and 'Minimum Amount Due' ('MAD') is not received before this date then after the due date, the account will be mentioned as SMA – 0.

If the account continues to remain overdue beyond 30 days from PDD, i.e., beyond 30 April 2021 then this account shall get tagged as SMA-1.

Similarly, if the account continues to remain overdue, beyond 60 days from PDD, i.e., beyond 30 May 2021 then this account shall get tagged as SMA – 2.

- **Non-Performing Asset ('NPA'):**

A credit card account will be treated as non-performing asset ('NPA') if the Minimum Amount Due, as mentioned in the statement, is not paid fully within ninety (90) days from the PDD mentioned in the statement. Further, any account where a settlement or restructuring arrangement has been availed will be classified as NPA. An account continues to be classified as NPA till the entire arrears of interest and principal are paid. Settlement and restructured accounts do not qualify for an upgrade. Finally, if any customer has even one credit card with SBI Card tagged as NPA, all cards of the customer will be classified as NPA.

Example regarding classification of an account as NPA:

If Payment Due Date ('PDD') of a Credit Card account is 31 March 2021, and Minimum Amount Due as mentioned in the statement has not been fully paid by the customer within a period of 90 days from the PDD, i.e., till 29 June 2021, the lender shall consider the credit card account as NPA.

- 6.10 "Notwithstanding anything inconsistent contained in any other clause of the Cardholder Agreement/ Most Important Terms & Conditions ("MITC"), it is further stipulated that if the cardholder does not pay the minimum amount due for a period of 180 days, then the credit card services being provided by SBI Card under this Agreement shall stand terminated, however the Cardholder shall continue to be liable for any unpaid sum as on the 180th day plus any finance charges / delayed payment interest that SBI Card may, at its sole discretion and option and in accordance to its various internal policies and procedures, levy for the period post 180 days after the payment due date."

## **7. LOST OR STOLEN CARDS**

- 7.1 In the event the Card, Card Number or the PIN is lost, stolen or misused by another person, the Cardholder must report the occurrence to SBICPSL. Although loss, theft or misuse may be reported by any means, the Cardholder must confirm to SBICPSL in writing immediately after reporting the loss/theft / misuse to the police. A copy of the police complaint /First Information Report (FIR) must accompany the written confirmation.
- 7.2 If the Cardholder loses his / her Card overseas, he / she may either report the occurrence to SBICPSL or report the loss through VISA / Mastercard Global Emergency Assistance Services. In case the Cardholder uses the VISA / Mastercard Global Emergency Assistance Services, the charges would be applicable as provided in the cardholder guide.
- 7.3 SBICPSL is neither liable nor responsible for any transactions incurred on the card account prior to the time of reporting of the loss of the card, and the card member will be wholly responsible and liable for the same. However, it is stipulated that after receipt of proper notification of the loss by SBICPSL by any means preferably on call or in writing, the card member shall have no



financial liability. Furthermore, in addition to notifying SBICPSL about the loss or theft of the card, the card member must report any thefts of cards to police and other investigating authorities and lodge a First Information Report (“FIR”).

- 7.4 The Cardholder will not be liable for transactions made on the Card after receipt by SBICPSL of the written notice of the loss / theft / misuse.
- 7.5 On the loss of the Card, SBICPSL may at its sole discretion issue a replacement Card at a fee. In the event the Cardholders subsequently recovers the Card, the recovered Card must not be used and must be cut in half diagonally and returned immediately to SBICPSL and adequate care taken to prevent its misuse.
- 7.6 The Cardholder is responsible for the security of the Card, Card Number and PIN and shall take all steps towards ensuring the safekeeping thereof. In the event SBICPSL determines that the aforementioned steps are questionable (on account of the Cardholder’s negligence, malafides, etc.), financial liability on account of the lost, stolen or misused Card / Card Number / PIN shall be borne by the Cardholder and could result in cancellation of the Card Account.

## **8. TERMINATION**

- 8.1 The privileges of the Card may be suspended and the Card cancelled by SBICPSL, either temporarily or permanently, at any time as provided in clause 3 hereinbefore in its absolute discretion and without giving notice thereof to the Cardholder or assigning any reason therefore. SBICPSL may list the cancelled Cards in a Cancellation Bulletin / Alert / Hot List, etc. that the Card(s) issued on the Card Account have been cancelled.  
The Cardholder shall agree to surrender the Card to SBICPSL or its representative, upon being requested to do so either by SBICPSL or its representative. The Cardholder must not use the Card after it has expired or has been suspended or cancelled and shall continue to be fully liable for the Charges incurred after its expiry / suspension / cancellation.
- 8.2 The Cardholder can close his / her Card Account at any time by terminating this Agreement by a written notice to SBICPSL accompanied by the return of the Card cut in half diagonally and with full settlement of all Outstanding on the Card Account.
- 8.3 Upon termination of this Cardholder Agreement for any reason whatsoever, whether at the instance of the Cardholder or SBICPSL, the Cardholder shall remain liable for all Charges incurred by the use of the Card and all amounts / Outstanding shall be due and immediately payable.
- 8.4 The Cardholder specifically acknowledges that once the Card Account is closed and privileges (including any benefits and services) of the Card stand withdrawn, reinstatement of the same is neither automatic, nor attendant and will take place solely at the discretion of SBICPSL. The Cardholder also acknowledges that the aforementioned takes precedence over any communication in this context that the Cardholder might receive during the normal course.
- 8.5 The Card Account is liable to be suspended / cancelled on instruction from any government / regulatory body. All amounts Outstanding on the Card Account shall be deemed to have immediately become due on such instructions from government / regulatory bodies as the case may be and SBICPSL shall be entitled to recover the same in accordance with the relevant laws in force.



## 9. MISCELLANEOUS

- 9.1 SBICPSL, at its sole discretion, can appoint agents for recovery of any Outstanding on the Card or initiate any other action allowed by law for recovery of all monies owing to SBICPSL.
- 9.2 The Cardholder shall be liable for all costs associated with the collection of dues, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent or where legal recourse for enforcement of payment has been taken.
- 9.3 The Cardholder expressly recognizes and accepts that SBICPSL shall be absolutely entitled to sell, assign or transfer in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as SBICPSL may decide (including reserving a right to SBICPSL to proceed against the Cardholder on behalf of any purchaser, assignee or transferee) the Outstanding and dues of a Cardholder to any third party of SBICPSL's choice without reference to or without written intimation by SBICPSL to the Cardholder and any such sale, assignment or transfer shall bind the Cardholder to accept such third party as a creditor exclusively or as a joint creditor with SBICPSL, but with the right to SBICPSL to continue to exercise all powers hereunder on behalf of such third party and to pay over such Outstanding and dues to such third party or to appropriate the same, as SBICPSL may decide. Any costs incurred by SBICPSL towards enforcement of its rights and recovery of Outstanding and dues shall be debited to the account of the Cardholder.
- 9.4 Where SBICPSL acts on good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to the Card, the Cardholder will not be entitled to claim or allege any loss, damage, liability, expense etc., attributable, directly or indirectly, to any such good faith action of SBICPSL and the Cardholder agrees to hold SBICPSL harmless in respect thereof.
- 9.5 The Total Outstanding on the Card Account, together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to SBICPSL on bankruptcy or death of the Primary Cardholder and the Card Account shall immediately stand cancelled.

The Primary Cardholder's estate will be responsible for settling any Outstanding on the Card Account and should keep SBICPSL indemnified against all costs including legal fees and expenses incurred in recovering such Outstanding. Pending such repayment, SBICPSL will be entitled to continue to levy finance charges at its prevailing rate.
- 9.6 The Cardholder hereby authorizes SBICPSL or its representatives to contact his / her employer, banker or any other source to obtain and / or verify any information or otherwise that may be required.
- 9.7 SBICPSL reserves the right to add to or change these terms and conditions and revise policies, benefits and features offered on the Card at any time, without limitation to changes which affect existing balances, finance charges or rates and methods of calculation. The Cardholder will be notified of any such changes. By keeping or using the Card after notification, the Cardholder is deemed to have agreed to the amendment / change. If the Cardholder does not agree with any amendment of the terms and conditions or any other change related to the Card or benefit made available on the Card, he / she may cancel the Card by cutting it in half diagonally and returning both halves to SBICPSL.
- 9.8 If required by law to do so or if considered necessary to do so for proper management of credit or business risk, SBICPSL reserves the right to disclose any and all Cardholder information, including default in any payments, to any court of competent jurisdiction, quasi judicial

authority, law enforcement agency, relevant wing of the Central Government or State Government, Cardholder's employer, State Bank of India, any other card issuer, credit reference agency, financial institution or any company which is an affiliate or associate or parent or subsidiary of SBICPSL.

The Cardholder acknowledges that information on usage of credit facilities by customers are also exchanged amongst banks and financial institutions which provide credit facilities and the Card may be cancelled on receipt of any adverse market information in relation to the Cardholder without any liability on SBICPSL to disclose any details thereof to the Cardholder.

- 9.9 The Cardholder authorises disclosure of his / her Card Account information by SBICPSL to any third party engaged to provide any service in connection with operation of the Card Account and/or marketing of various services.

The Cardholder agrees to SBICPSL sending, from time to time, marketing offers and / or promotional mailers to him / her at his / her postal or E-mail address, unless he / she has specifically opted not to receive, in which event SBICPSL will be entitled reasonable time to stop sending such offers.

- 9.10 The Cardholder hereby agrees that the Card application and copies of all documents submitted in support thereof and for the ongoing operation of the Card Account by the Cardholder to SBICPSL are and shall remain the sole and exclusive property of SBICPSL, and SBICPSL shall not be obliged to return the same to the Cardholder upon his / her request or upon termination of this Agreement.

- 9.11 In the event that the Cardholder delays or is unable to settle the Outstanding on the Card in terms of this Agreement, SBICPSL is hereby authorised by the Cardholder to set-off and adjust any such Outstanding against any amount that may be payable by SBICPSL, in any capacity, to the Cardholder on any account whatsoever.

- 9.12 The Cardholder agrees that SBICPSL may send him / her reminders from time to time for settlement of any Outstanding on his / her Card Account by post, fax, telephone, E-mail, cellular phone, SMS messaging and / or engage third parties to remind, follow up and collect his / her Outstandings on the Card Account.

- 9.13 The Cardholder agrees to comply with all applicable laws and regulations from time to time which govern or may be affected by the use of the Card.

- 9.14 The forbearance, delay or failure on the part of SBICPSL to exercise any right under this Agreement shall not operate as waiver of such a right nor preclude any further exercise of that right.

- 9.15 Without in any way limiting the above, SBICPSL shall not be liable or responsible to the Cardholder for any loss, damage, expense, claim or liability arising directly or indirectly out of:

- (a) any defect or deficiency in any goods and services purchased on the Card or availed as a benefit, privilege or facility attached to the Card;
- (b) refusal by or inability of a Merchant Establishment to honour or accept the Card;
- (c) non or malfunctioning of any terminal device, website, server client machine;
- (d) handing over of the Card by the Cardholder to any unauthorised person;
- (e) any statement made by any person requesting return of the Card or any act performed by any person in conjunction therewith;
- (f) any injury to the credit, character and reputation of the Cardholder alleged to have been

caused by the repossession of the Card and / or request for its return;

- (g) SBICPSL complying with any request made by the Additional Cardholder in relation to the Card Account;
- (h) the exercise of any right by SBICPSL seeking surrender the Card prior to the expiry of the date mentioned on the face of the Card whether such demand and surrender is made and / or asked by SBICPSL or any person or terminal device;
- (i) exercise of SBICPSL's right to terminate any Card;
- (j) decline of any charge by SBICPSL because of the Cardholder exceeding his / her foreign exchange entitlements or usage restrictions as prescribed by RBI guidelines issued from time to time; and
- (k) if any demand or claim for settlement of Outstanding dues from the Cardholder is made by SBICPSL or any other person for and on behalf of SBICPSL, the Cardholder acknowledges that such an act shall not amount to an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder in any manner.

9.16 The Cardholder is aware of all security risks, including possible third party interception of any of his / her transactions and statements of account on the Internet and the contents of his / her transactions or statements of account becoming known to third parties. The Cardholder agrees and undertakes that he / she shall not hold SBICPSL liable therefore in any way. The use and storage of any information, including without limitation, the Card Number, PIN, Password, Account Information, Transaction Activity, Account Balances and any other information available on the Cardholder's Internet access device or computer is at his/her own risk and responsibility.

9.17 Any notice given by SBICPSL hereunder will be deemed to have been received by the Cardholder within 7 days of posting to the Cardholder's address last notified in writing to SBICPSL or, where specifically requested, within 24 hours of sending the same via E-mail at the E-mail address specified by him / her. Any notice may also be sent by fax or communicated verbally and confirmed in writing by post or fax. SBICPSL shall not be held accountable for delays in receipt of notices by post. In the event of any change in the Cardholder's E-mail and / or employment and / or office

and / or residential address and / or telephone numbers, the Cardholder shall inform SBICPSL promptly in writing or by E-mail and must confirm the same by mail or fax.

## **10. GOVERNING LAW AND ARBITRATION**

10.1 The Cardholder Agreement shall be governed by the laws of India and the courts of Delhi.

10.2 Any dispute, difference and / or claims arising out of in connection with or in relation to this Agreement, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amendment, if any, to the Act, by a sole arbitrator, whose appointment shall be made at the instance and discretion of the SBICPSL. The arbitrator appointed shall be competent to decide whether any matter or dispute or difference referred to the arbitrator falls within the purview of arbitration as provided for in this clause and/or should be decided under the Arbitration and Conciliation Act, 1996.

10.3 Any arbitration award granted shall be final and binding on the Parties. The venue and seat of the Arbitral Tribunal shall be at New Delhi.

10.4 This Clause 10 shall survive termination of the Cardholder Agreement.

## 11. CARD CASHBACK

### 11.1 Card Cashback Program

- a. SBI Card Cashback Program (“the Program”) allows eligible Flipkart SBI Credit Card (“Cardholder/s”) to earn Card Cashback from spending on their Flipkart SBI Credit Card, as determined by SBI Cards and Payment Services Limited (“SBICPSL”) from time to time. Card Cashback earned on such Flipkart SBI Credit Card is directly credited to the SBI Card account within two working days of the statement generation.

#### Welcome Benefit Program:

Customer will be eligible for Flipkart e-Gift Voucher of INR 250 within 60 days of fee realization with expiry of 1 year.

- a. SBI Card Cashback Program (“the Program”) allows eligible Flipkart SBI Credit Card (“Cardholder/s”) to earn Card Cashback from spending on their Flipkart SBI Credit Card, as determined by SBI Cards and Payment Services Limited (“SBICPSL”) from time to time. Card Cashback earned on such Flipkart SBI Credit Card is directly credited to the SBI Card account within two working days of the statement generation.

Category	Reward	Capping
Flipkart	5% Cashback	Quarterly Cashback Limit of 4,000
Cleartrip	5% Cashback	Quarterly Cashback Limit of 4,000
Myntra	7.5% Cashback	Quarterly Cashback Limit of 4,000
4 Select Merchants	4% Cashback	Quarterly Cashback Limit of 4,000
Base Reward Rate (All Other Spends)	1% Unlimited Cashback	—
Fuel Spends, Wallet Load, Gift or prepaid card load, Voucher purchase, Cash Advance, Payment of outstanding balance, Payment of card fees and other charges, Rental and Govt. related Transactions, Education payments, Jewellery, Insurance, Gaming, EMI Spends.	0% Cashback	
Fuel Surcharge Waiver	1% fuel surcharge waiver on transactions up to INR 4,000.	Up to INR 400 waiver in statement cycle.

- b. All cashback earned will be auto credited to the Cardholder’s account within 15 days after the statement cycle.

- c. Crediting of Cashback transactions is dependent on merchant network acceptability and on Merchant Identifiers (MID's) which is to be provided by exclusive partner brand to SBI Cards (i.e., Issuer). If the exclusive partner fails to provide list of eligible MID's to SBI Card by time the transaction is done using the Flipkart SBI Credit Card, then cashback due to customer shall not accrue till such date that correct MID's are duly approved & provided by partner brand to SBI Card.
- d. Cashback shall not be earned for following spends/transactions on the card,
- Any purchases at petrol pumps/service stations (MCCs: 5172, 5541, 5542, 5983)
  - Balance transfers, Balance Transfer on EMI's
  - Cash advances
  - Financial charges (e.g., late payment fee, dishonored cheque charges, service fee, transaction charges etc.)
  - Disputed transactions
  - Encash
  - ATM Withdrawals
  - E wallet loading transactions identified under MCCs 6540 and 6541
  - Payments towards Rent/property management under MCCs 6513 and 7349 - Jewelry transactions identified under MCCs 5051, 5094, 7631, 5944
  - School and Educational Services transactions identified under MCCs 5111, 5192, 5942, 5943, 8211, 8220, 8241, 8244, 8249, 8299, 8351
  - Utility transactions identified under MCCs 4900, 4814, 4816, 4899, 9399
  - Insurance transactions identified under MCCs 5960, 6300, 6381
  - Card, Gift, Novelty & Souvenir Shops transactions identified under MCC 5947
  - Railways transactions identified under MCCs 4011, 4112
  - Member Financial Institution/Quasi Cash transactions identified under MCCs 6011, 6012, 6051
  - Payments made using Standing Instructions / Fetch and Pay on SBI Card platforms (Website / Mobile App / Chatbot ILA)
  - Flexipay Transactions
  - Merchant EMI i.e. EMI's availed at the time of purchase at Merchant establishment or websites. (Card Cashback reversed for Flexipay/Merchant EMI will be credited back to account only when the respective Flexipay/Merchant EMI has been successfully cancelled by the cardholder. In the event of Foreclosure of Flexipay/Merchant EMI, no Card Cashback will be credited back in any scenario)
  - For instance, if the Cardholder spends 45,000 in a billing statement month with the following break up of spends.  
Spends on Flipkart: ₹35,000 | Other Spends: ₹10,000  
Of the said spends on Flipkart MID, ₹10,000 was an EMI purchase.  
Thus, the total spends eligible for cashback would only be ₹10,000 + ₹35,000 – ₹10,000 (EMI transaction) = ₹35,000. The cashback for the billing statement month in example would be calculated as follows:  
5% of ₹25,000 = ₹1,250 1% of ₹10,000 = ₹100  
Thus, the total cashback for the example would be ₹1250+100 = ₹1,350

All identification of eligible and non-eligible transactions regarding Card Cashback by SBICPL are on best effort basis and may be subject to technical limitations. Further, MCCs are defined by network and are subject to change basis network discretion.

Below categories will not be eligible for Cashback benefit:

Category	MCCs
Rental	6513, 7349
Fuel	5172, 5541, 5542, 5983
Jewelry	5051, 5094, 5944, 7631
School	5111, 5192, 5942, 5943, 5947, 8211, 8220, 8241, 8244, 8244, 8299, 8351
Wallet	6540, 6541
Govt	9399, 9311
Gaming	5816, 7993, 7994
Insurance	4225, 5962, 5963, 5964, 5965, 5966, 5968, 5969, 6300

- e. Cashback earned for the purchases during the current billing statement month will be credited in the next billing statement month on statement generation date plus two days i.e. if the statement date is 15th Feb, cashback earned in the Feb month cycle (16th Jan-15th Feb) will be credited by 17th Feb.
- f. Cashback earned will be computed based on spends during the statement period minus any returns or refunds during the same period. In case the cardholder reverses a transaction, the corresponding cashback earned on the transaction will also be reversed and in case the cardholder has an outstanding balance on credit card in the form of reversed cashback, the same will be treated as an ordinary outstanding balance and the customer will be liable to pay for such outstanding amount, failing which the said amount will attract the fees & charges as per the schedule of charges defined in the Most Important Terms and Conditions.
- g. In case the purchase/transaction is returned/cancelled/reversed post statement generation date, cashback toward such transactions will be reversed to the cardholder's SBI Card account within two days of the statement generation.
- h. In case of conversion of a transaction to EMI at a later date, cashback earned on such transaction will be reversed during the same billing statement month as EMI conversion.
- i. The cashbacks earned/reversed during a billing statement month will be visible in the monthly credit card billing statement.
- j. Capping:
  - Cardholders earning 5% cashback at Flipkart MID's (including Shopsy, Flipkart Travel) can earn up to Rs 4,000 on a quarterly basis. Post reaching the capping limit, cardholder will not earn any cashback for that quarter.
  - Cardholders earning 5% cashback at Cleartrip MID's can earn up to Rs 4000 on a quarterly basis. Post reaching the capping limit, cardholder will not earn any cashback for that quarter.

- Cardholders earning 7.5% cashback at Myntra MID's can earn up to Rs 4000 on a quarterly basis. Post reaching the capping limit, cardholder will not earn any cashback for that quarter.
  - Cardholders earning 4% cashback at Select Merchants can earn up to Rs 4000 on a quarterly basis. Post reaching the capping limit, cardholder will not earn any cashback for that quarter.
  - Cashback accruals for customers will be capped per calendar quarter.
- k. If a Cardholder's card is terminated at any time for any reason, whether by the primary Cardholder or SBI Card, the primary Cardholder will forthwith be disqualified from earning the cashback and all the Card Cashback not posted to the Cardholder's SBI Card account shall automatically be forfeited immediately after voluntary or involuntary cancellation of the Flipkart SBI Credit Card.
  - l. The SBI Card must not be overdue, suspended, blocked, cancelled or terminated by SBICPSL at the time of the posting of the Card Cashback in the Cardholder's SBI Card account.
  - m. The Card Cashback accrued will be credited in the Primary Cardholder's account, and not in the Additional Cardholder's SBI Card account.
  - n. Flipping / transfer from any other variant of SBI Card to Flipkart SBI Credit Card or from Flipkart SBI Credit Card to other variants of SBI Card is not allowed/permitted.
  - o. The Credit Card is issued for personal expenses and purposes only. The Cardholder must not use the Credit Card to purchase anything for resale, for commercial or business purposes. The Credit Card should be used only for lawful, bona fide personal purposes and must not be used for any money laundering, anti-social or speculative activities or must not be exploited commercially in business (e.g. for working capital purposes).
  - p. If the Credit Card is found to be used for prohibited, restricted, commercial purposes or any purposes as mentioned above, SBI Card may, at its sole discretion, exercise its right to cancel the concerned Credit Card and additional/add-on cards thereof and withhold/cancel the Cashback earned, without any notice to the Cardholder. SBI Card may enquire with cardholder over phone or through any other means of formal communication and seek details, information, proofs, etc., about the Credit Card transactions, pattern of usage, etc. Non- satisfactory responses or no responses from the Cardholder may lead to blocking/closure of the Credit Card by SBI Card.
  - q. Use of the Card at Merchant Establishment will be limited by the credit limit assigned to each Card Account.
  - r. SBI Card may, at any time without prior notice, or stating any reason whatsoever, refuse authorization for a Charge at a Merchant Establishment, and/or restrict or defer the Card member's ability to use the Card and/or suspend or cancel the Card. SBI Card through the ATM, Merchant Establishment, by itself may repossess/retain the Credit Card, if it reasonably believes that it is necessary to do so for proper management of credit or business risk, or if the Card or Card Account is being misused or likely to be misused.
  - s. Card Cashback is not applicable on transactions less than ₹100.
  - t. SBI Card may temporarily prohibit any cardholder from earning cashback or using any features of the program basis its internal policies and requirements.
  - u. Since there is no cashback on EMI transactions, once a transaction is converted in to EMI,

the cardholder will not earn any cashback on the transaction even if the customer opts for foreclosure or cancellation of the EMI and pays the full amount on the same.

- v. The Card Cashback will be rounded down for each individual transaction. For e.g., for an eligible transaction of ₹2,999 on Flipkart MID, the 5% Card Cashback would be calculated as following:  $5\% \text{ Card Cashback} = ₹2,999 * 5\% = ₹149$  (rounded down from ₹149.95)
- w. The cashback shall not be applicable if the Card has been withdrawn or cancelled or is liable to be cancelled or the account of the Cardholder is a delinquent Account.
- x. SBI Card's computation of the Cashback shall be final, conclusive and binding on a Cardholder and will not be liable to be disputed or questioned.
- y. The terms contained in this document shall be in addition to and not in derogation of the Most Important Terms and Conditions document.
- z. The cashback proposition is made available at the discretion of SBI Card and SBI Card expressly reserves the right at any time and with notice to Card members, to add to and/or alter, modify, change or vary all or any of these Terms and Conditions or to replace wholly or in part, the Cashback Program by another Program, or to withdraw it altogether.

#### 11.2 Additional Terms and Conditions under Card Cashback Program

- a. The limit / cap on Card Cashback which can be earned as per a monthly billing cycle can't be exceeded under any circumstances. In case a Cardholder for a billing cycle has achieved his/her Card Cashback limit, but the Cardholder cancels any of the settled transactions through which it has received the cashback, then the cashback for such cancelled transaction will also be reversed and the Cardholder can't claim any further cashback for any settled transactions done during the monthly billing cycle.

#### 11.3 Eligibility

- a. The Program is open to holders of Flipkart SBI Credit Card, whose accounts are valid and in good standing so determined by SBICPSL.
- b. The Card Cashback earned by an Additional Cardholder (Add on Card) will accrue to the account of the Primary Cardholder.

#### 11.4 Enrolment

- a. Participation in the Program is voluntary.
- b. The Cardholder may continue to use his/her Flipkart SBI Credit Card as he/she normally does.
- c. The Annual Fee for participation in the Program may be as determined by SBICPSL from time to time.
- d. Enrolment Date - shall mean the date of launch of the Program for the existing Cardholders and the account set up date by SBICPSL for the new Cardholders.
- e. Enrolment Year - shall mean "any twelve-month period" commencing on the Enrolment Date.

#### 11.5 Card Cashback

- a. A Cardholder cannot accrue Card Cashback for any charge incurred prior to his/her Enrolment Date.
- b. Card Cashback earned by a Cardholder on an SBI Card cannot be combined or used in



conjunction with Points of his/her other SBI Cards at the time of redemption or transferred to any other customer loyalty program unless otherwise notified by SBICPSL.

- c. The Card Cashback do not constitute property of the Cardholder and are not transferable by operation of law or otherwise to any other person or entity.
- d. Adjustments will be made to the Card Cashback if there are any credits, including those arising from returned goods or services or billing disputes. If a disputed transaction is resolved in favour of the Cardholder or where a transaction is reversed, proportionate Card Cashback will also be reversed and posted to the Cardholder.
- e. SBICPSL will notify the Primary Cardholder in the monthly statement of account in respect of the SBI Card of the number of Card Cashback earned immediately preceding the closing date for the said monthly statement.
- f. In the event the SBI Card is voluntarily closed by the Cardholder, the Card Cashback earned on his/her SBI Card can be redeemed within 30 days of closure, otherwise these will automatically lapse. In the event of cancellation of the SBI Card for any other reason, all the Card Cashback earned will stand forfeited. If the SBI Card is blocked or suspended by SBICPSL for any reason whatsoever, then the Card Cashback earned shall stand forfeited but may be reinstated at the discretion of SBICPSL if use of SBI Card is reinstated.
- g. Card Cashback is accrued on posting/settlement date of transaction and not on effective date of transaction and accordingly Card Cashback will get accrued on account as per applicable cashback structure at the time of transaction posting.

11.6 Card Cashback earned Card Cashback earned on your Card account shall be immediately forfeited on the occurrence of any of the following events:

- a. The Cardholder fails to make the payment on the card which is due for a period greater than 90 days.
- b. The Cardholder fails to make the payment of the outstanding dues on its Card account and opts for settlement of the outstanding payment dues on the card account.
- c. The Cardholder is found to be involved in a fraud on its own Card Account after an investigation is carried out by SBICPSL.
- d. The Cardholder's failure to comply with the regulatory norms. i.e. in the event of death of the Cardholder. And no refund, extension or compensation shall be given by SBICPSL even if the card member's membership is reinstated.

11.7 General

- a. Fraud and abuse relating to earning and posting of Card Cashback in the Program will result in forfeiture of the Card Cashback as well as termination of the SBI Card account.
- b. SBICPSL reserves the right to cancel, change or substitute the Card Cashback or Card Cashback conditions or computation of Card Cashback or terms and conditions of the Program at any time. SBICPSL can suspend or terminate the Program at any time it deems necessary.
- c. The Program does not in any way amend the Cardholder Agreement between SBICPSL and the Cardholder, and any term referenced but not defined herein may be interpreted in accordance with the Cardholder Agreement.
- d. SBICPSL acts in good faith in response to any oral or electronic instruction or inquiry by the Cardholder in respect of any matter in relation to this Program, the Cardholder will not be entitled to claim or allege any loss, damage, liability, expense etc. attributable, directly or

indirectly, to any such good faith action of SBICPSL and the Cardholder shall indemnify and hold SBICPSL harmless in respect thereof.

- e. All queries in relation to the Program may be addressed to - The Manager - Customer Services SBI Cards and Payment Services Limited P.O. Bag 28-GPO, New Delhi - 110 001.



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### By Phone - 24 HOURS

For more information, call 1860 180 1290 / 1860 500 1290 or 39 02 02 02 (prefix local STD code) Please keep your card handy.



### By e-mail

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### By Letter

Write to us at SBICPSL, Post Bag No. 28, GPO, New Delhi – 110001



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